REQUEST FOR PROPOSAL
RFP# AX-16-006
INTEGRATED PAYMENT SOLUTION

ISSUE DATE: January 4, 2016
DUE DATE: February 5, 2016

Submittal due date and time:

Five (5) hard copies, and one digital copy (see Section 2.3) must be submitted and received by 3:00 pm on February 5, 2016. One hard copy of Financial Proposal should be submitted in a separate sealed envelope.

University of Arkansas - Fort Smith
Procurement Services
5210 Grand Avenue
PO Box 3649
Fort Smith, AR 72913
ATTN: Rhonda Caton
TEL: (479)788-7073

LATE SUBMITTALS WILL NOT BE ACCEPTED. PROPOSALS WILL BE ACCEPTED UNTIL THE TIME AND DATE SPECIFIED. THE ENVELOPE MUST BE SEALED AND PROPERLY MARKED WITH THE RFP NUMBER, DATE AND HOUR OF PROPOSAL OPENING, PROPOSER’S NAME, AND RETURN ADDRESS.

IN THE EVENT THAT UAFS IS CLOSED FOR INCLEMENT WEATHER, THE BID OPENING SHALL BE POSTPONED UNTIL 3:00 PM THE NEXT FULLY OPEN AND OPERATIONAL WORK DAY.

A copy of this bid document is available in PDF format at:
http://uafs.edu/procurement/current-bid-opportunities
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INTRODUCTION & GENERAL INFORMATION
SECTION 1

1.1  INTRODUCTION
The Board of Trustees of the University of Arkansas, acting for and on behalf of the University of Arkansas - Fort Smith (“the University” or “UAFS”), seeks proposals from qualified vendors for a campus-wide Integrated Payment Solution. UAFS utilizes the Ellucian Banner® system for both the Student and Finance modules. The University’s current cashiering application is provided by CORE Business Technologies. Any proposed cashiering system must be a turnkey solution that fully integrates with Banner®.

1.2  DEFINITION OF TERMS
The University has made every effort to use industry-accepted terminology in this RFP and will attempt to further clarify any point or item in question. The words “bidder”, “vendor”, “proposer”, and “offeror” are used synonymously within this document.

1.3  TERMS AND CONDITIONS
UAFS Standard Terms and Conditions (page 50) shall govern any contract issued as a result of the RFP. Additional or attached terms and conditions, which are determined to be unacceptable to the University, may result in the disqualification of your proposal.

1.4  PROPOSAL GUARANTEE
Respondents to this RFP agree and understand that, if awarded a contract as a result of this RFP, approval of the resulting contract or any amendments to the contract may be subject to review and/or approval by the Arkansas General Assembly and/or any committee or sub-committee of the Arkansas General Assembly in its or their sole discretion. Respondents further agree that in the event such legislative review or approval is not granted or is otherwise withheld, any award under this RFP shall terminate automatically with no penalty to University of Arkansas Fort Smith.

Respondents further agree that all pricing set forth in any response to this RFP shall be unconditionally guaranteed for a minimum of six months from the published due date for responses to this RFP.

1.5  CAUTIONS TO PROPOSERS
State law requires that the proposal be submitted no later than the date and time specified in this RFP. Those mailing proposals should allow a sufficient mail delivery period to ensure timely receipt of their proposals to the issuing office. Any proposal received after the scheduled opening date and time will be immediately disqualified.

Proposal must be made in the official name of the firm or individual under which business is conducted (showing the official business address) and must be signed by a person duly authorized to legally bind the person, partnership, company or corporation submitting the proposal.

1.6  ORAL PRESENTATION / DEMONSTRATIONS
In the event the University deems it necessary to request oral presentations or additional demonstrations to further explain various portions of the proposal, the proposer shall comply at its own expense.
1.7 **FINANCIAL PROPOSAL**
Provide one hard copy in a separate sealed envelope. Use the Official Bid Price Sheet (see page 48). Provide a complete breakdown of the deliverables and services to be provided along with a complete breakdown of what the costs will be. Estimated proposal prices are not acceptable. Proposal prices will be considered to be Vendor’s best and final offer, unless otherwise stated in the RFP. The Vendor’s response will be incorporated as part of the final contract.

1.8 **REJECTION OF PROPOSALS**
The right is reserved, unless otherwise stated, to accept or reject all or any proposal, or any part thereof, either separately or as a whole, or to waive any informality in a proposal and to split or make the award in any manner determined by the UAFS to be most advantageous to the University.

1.9 **OTHER**
- All price and notations must be typewritten or written in ink. No erasures permitted. Mistakes may be crossed out and corrections made adjacent, and must be initialed in ink by person signing proposal.
- Propose on each item separately. Prices should be stated in units specified herein. If you decide to submit more than one proposal, photocopy our documents.
- A responsible officer or employee must sign with the vendor’s name and all proposals. Obligations assumed by such signature must be fulfilled.
- Unless otherwise definitely specified, the prices proposed herein do not include Arkansas Sales Tax. UAFS is a state entity and does pay sales tax, but is exempt from Federal excise tax.
- No charge for packing, drayage, or for any other purpose will be allowed over and above the prices proposed on this sheet.
- UAFS recognizes that price is only one of several criteria to be used in judging a product or service, and UAFS is not legally bound to accept the lowest proposal.
- Samples of items, when required, must be furnished free of expense to UAFS; and if not destroyed by tests, may upon request be returned at the vendor's expense.
- In case of default by the vendor, UAFS may procure the articles or service from other sources and may deduct from unpaid balance due the vendor, or may bill for excess costs so paid, and the prices paid by UAFS shall be considered the prevailing market prices paid at the time such purchase is made.
- The vendor will not be held liable for failure or delay in fulfillment if hindered or prevented by fire, strikes, or Acts of God. Bidder shall be excused from performance hereunder during the time and to the extent that he/she is prevented from obtaining, delivery in, or performing in the customary manner, by act of God, fire, war, strike, loss or shortage of transportation facilities, lockout or commandeering of raw materials, products plants or facilities by the government. Bidder shall provide the UAFS satisfactory evidence that nonperformance is due to other than fault of negligence on bidder's part.
- Any evidence of agreement or collusion among bidders and prospective bidders acting to illegally restrain freedom of competition by agreement to propose a fixed price, or otherwise, well render the proposal of such bidders void.
• Advance disclosures of any information to any particular bidder which gives that particular bidder any advantage over any other interested bidder, in advance of the opening proposal, whether in response to advertising or an informal request for proposal, made or permitted by a member of UAFS or an employee or representative thereof, will operate to void all proposal of that particular proposal solicitation or request.

• Proposals may be disqualified and rejection of proposal may be recommended to UAFS for any of, but not limited to, the following causes:
  (1) Failure to use the proposal form furnished by UAFS.
  (2) Lack of signature by an authorized representative on the proposal form.
  (3) Failure to properly complete the proposal.
  (4) Evidence of collusion among bidders.
  (5) Unauthorized alteration of proposal form.

• Verify your proposal before submission, as they cannot be withdrawn or corrected after being opened. In the event of an extension error, the unit price shall prevail.

• Your signature certifies that no UAFS employee, whose position in the UAFS service enables them to influence any award of your offer or any competing offer, shall have any direct or indirect financial interest in any transaction resulting from this request for proposal.

• The bidder further agrees that price escalations beyond the price protection shall be borne by the vendor at manufacturer’s invoice cost.

• A written Purchase Order mailed, or otherwise furnished to the successful bidder within the time for acceptance specified, shall result in a binding contract without further action either part. This contract shall be interpreted, construed and given effect in all respects according to the laws of the State of Arkansas.

1.10 TERM OF THE RESULTING CONTRACT
The term of any contract resulting from this RFP (“Term”) will be for a period of one (1) year. The University reserves the option to renew the contract on a yearly basis, each renewal a Term, not to exceed an aggregate total of six (6) renewals or seven (7) years if mutually agreed upon in writing by the Contractor and the University. The University of Arkansas - Fort Smith may terminate the Agreement without cause, at any time during the Term (including any renewal periods); by giving the other party sixty (60) days advance written notice of termination. Additionally, in the event of non-appropriation of funds necessary to fulfill the terms and conditions of the Agreement during any biennium period of the Term (including any renewal periods), the parties agree that the Agreement shall automatically terminate without notice.

1.11 PROPOSAL GUARANTEE
All proposals shall be guaranteed and binding for a period of not less than ninety (90) days past the proposal opening date.

1.12 COMMITMENT
The University of Arkansas - Fort Smith makes no commitment to purchase any minimum or maximum quantity or dollar volume of services from the selected Supplier. No department, college, or office at the University has the authority to solicit or receive official proposals other than the Procurement Office.
All solicitation is performed under the direct supervision of the Procurement Office and in complete accordance with University policies and procedures and State of Arkansas laws.
2.1 SUBMITTAL INSTRUCTIONS AND UAFS CONTACT INFORMATION

Five (5) hard copies, and one digital copy (see Section 2.3) must be submitted and received no later than 3:00 pm on February 5, 2016. One hard copy of the Financial Proposal must be included in a separate sealed envelope (page 48). At this time respondents to this RFP will be publicly identified, and review and evaluation of proposals will commence. The opening location will be the Business Office Conference Center at 5317B Grand Avenue, Fort Smith, AR. Hand delivered, and sealed proposals will be accepted until this date and time at the bid opening location.

Proposals should be addressed to:  Rhonda Caton
  Director of Procurement Services
  University of Arkansas – Fort Smith

  By mail:  PO Box 3649
  Fort Smith, AR 72913-3649

  By courier:  5210 Grand Avenue
  Plant Op, Room 139
  Fort Smith, AR 72904

Late responses, responses en route, or those left at locations other than the Office of Procurement by special carrier will not be considered if they are not in the Office of Procurement by or before the time indicated on the front of this RFP document as Proposal Opening Date and Time.

Telephone and/or FAX responses to this RFP will not be accepted.

Proposal openings will be conducted open to the public. However, openings will serve only to open, read and record the receipt of each proposal. No discussion will be entered into with any vendor as to quality or provisions.

The University specifically requests that proposers restrict all contact and questions regarding this RFP to the above named individual.

2.2 INQUIRIES, CLARIFICATIONS, AND INTERPRETATIONS

Responses to inquiries which directly affect an interpretation, clarification, or change to this RFP will be issued by addendum and emailed or faxed to all parties recorded by the University as having received a copy of the RFP. All such addenda issued by the University prior to the time that proposals are received shall be considered part of the RFP, and the proposer shall consider and acknowledge receipt of such in their response. Only replies from the UAFS Office of Procurement to inquiries which are made by formal written addenda shall be binding. Oral and other interpretations or clarifications will be without legal effect. Any addenda issued during the proposal period will be incorporated into the resulting contract.

All questions concerning this RFP should be in written form, reference proposal number RFP #AX-16-006 in the subject line, and directed to the UAFS Director of Procurement Services:
Proposers are advised to read all information provided, supply all information requested, and note any variance to these specifications in written form with the submission of their response.

2.2a. ADDENDA ACKNOWLEDGMENT FORM
Answers to vendors’ questions will be issued by addenda and posted on the UAFS website no later than January 22, 2016. Respondents must acknowledge receipt of all addendum as part of their proposal response package (see page 49).

2.3 PROPRIETARY INFORMATION / OPEN RECORDS
Proprietary information submitted in response to this RFP will be processed in accordance with applicable State of Arkansas procurement procedures. Documents pertaining to the RFP become the property of the State and shall be open to public inspection subsequent to proposal opening. It is the responsibility of the respondent to identify all proprietary information. The vendor should submit one complete digital copy of the proposal from which any proprietary information has been removed, i.e., a redacted copy (marked “REDACTED COPY”). The redacted copy should reflect the same pagination as the original, show the empty space from which information was redacted, and should be submitted on a CD or flash drive, preferably in a PDF format. Except for the redacted information, the redacted copy must be identical to the original hard copy. The respondent is responsible for ensuring the redacted copy on CD/flash drive is protected against restoration of redacted data. The redacted copy will be open to public inspection under the Freedom of Information Act (FOIA) without further notice to the respondent. If a redacted copy is not received the entire proposal will be open to public inspection with the exception of financial data. If the State of Arkansas deems redacted information to be subject to the FOIA the vendor will be contacted prior to sending out the information.

2.4 PROPOSAL CONTENTS
In order to simplify the University’s task of evaluating all of the proposals, we ask that the Proposal be tabbed and labeled to facilitate ease of verifying mandatory requirements. The Proposal should follow the flow of this RFP as closely as possible.

2.5 REJECTION OF PROPOSALS
The right is reserved, unless otherwise stated, to accept or reject all or any proposal, or any part thereof, either separately or as a whole, or to waive any informality in a proposal and to split or make the award in any manner determined by the UAFS to be most advantageous to the University. The University reserves the right to reject any bid if the evidence submitted by, or investigations of, such proposer fails to satisfy the University that such proposer is properly qualified to carry out the obligations of the Agreement. Submission of a proposal shall be conclusive evidence that the proposer has investigated and is satisfied as to the regulatory, technical, and physical conditions to be encountered in providing complete service to the University.

2.6 RESERVATION
UAFS reserves the right to waive any technicalities or requirements of this RFP if it is determined to be in the best interest of the University.
2.7 COST FOR PROPOSAL PREPARATION
This invitation does not commit UAFS to pay any costs incurred in the preparation of proposals.

2.8 RFP CANCELLATION
The University reserves the right to cancel this Request for Proposal at any time, without penalty.
STATE MANDATORY REQUIREMENTS
SECTION 3

Vendors must note in their response if they take exception to any State or Contract requirements outlined in this RFP.

3.1 MINORITY BUSINESS POLICY
IT IS THE POLICY OF UAFS AND THE STATE OF ARKANSAS THAT MINORITY BUSINESS ENTERPRISES SHALL HAVE THE MAXIMUM OPPORTUNITY TO PARTICIPATE IN THE STATE PURCHASING PROCESS. THEREFORE, THE STATE OF ARKANSAS ENCOURAGES ALL MINORITY BUSINESSES TO COMPETE FOR, WIN, AND RECEIVE CONTRACTS FOR GOODS, SERVICES, AND CONSTRUCTION. ALSO, THE STATE ENCOURAGES ALL COMPANIES TO SUB-CONTRACT PORTIONS OF ANY STATE CONTRACT TO MINORITY BUSINESS ENTERPRISES.

MINORITY PURCHASING REPORTING. The Minority Business Economic Development Act (A.C.A. §15-4-301 through 15-4-314) at §15-4-303(2) defines a "Minority" as "a black citizen or black lawful permanent resident of the State of Arkansas, black African American, Hispanic American, American Indian, or Asian and Pacific Islander, or a service-disabled veteran as designated by the United States Department of Veteran Affairs." For purchasing records and informational purposes only, pursuant to §15-4-312 (State Agency Reports) please designate below if you, as an individual, or as a company 51% (minority owned) qualify as being a minority business.

☐ YES ☐ NO

3.2 NON-DISCRIMINATION
UAFS does not discriminate against any employee, applicant for employment, or any person participating in any aspect of any project on the basis of race, creed, color, national origin, religion, sex, age, or physical or mental disability.

3.3 CERTIFICATION OF ILLEGAL IMMIGRANTS
Pursuant to Act 157 of 2007, all bidders must certify prior to award of the contract that they do not employ or contract with any illegal immigrant(s) in its contract with the state. Bidders shall certify online at the Vendor Illegal Immigrant Contracting Disclosure Reporting Screen:

https://www.ark.org/dfa/immigrant/index.php/user/login

The Act is printed in full on the website and contains all information regarding any penalties and the procedures for certification by subcontractors.

3.4 DISCLOSURE OF CONTRACTS OVER $25,000 – GOVERNOR’S EXECUTIVE ORDER 98-04
Pursuant to Executive Order 98-04 which establishes mandatory guidelines and procedures to be followed in the areas of employment, grants, contracts and purchasing to prevent waste, abuse or the appearance of impropriety and to create a clearinghouse for grants and contracts for state government, we must require as a condition of this invitation for bid, that you disclose any relationship with the State of Arkansas. As an individual, you must disclose whether you are a current or former: member of the general assembly, constitutional officer, board or commission member, state employee, or the spouse or immediate family member of any of the persons described in this sentence. If you are a non-individual entity, you must disclose (i) any position of control, or (ii) any ownership interest of 10% or greater, that
is held by a current or former: member of the general assembly, constitutional officer, board or commission member, state employee, or the spouse or immediate family member of any of the persons described in this sentence.

3.5 EQUAL EMPLOYMENT OPPORTUNITY POLICY
In compliance with Act 2157 of 2005, UA Fort Smith requires that prior to accepting a bid proposal, RFQ, or entering into negotiations for a professional consultant services contract, any entity or person interested in contracting with the University must submit a copy of their most current equal opportunity policy. UA Fort Smith will maintain a file of all vendor EO policies submitted in response to solicitations for our campus. The submission is a one-time requirement but bidders are responsible for providing updates or changes to their respective policies. Bidders that do not have an established EO policy will not be prohibited from receiving a contract award, but are required to submit a written statement to that effect.

This act may be viewed at

3.6 ARKANSAS ACCESS TECHNOLOGY CLAUSE
The vendor expressly acknowledges that state funds may not be expended in connection with the purchase of information technology unless that system meets certain statutory requirements, in accordance with State of Arkansas technology policy standards and Act 1227 of 1999, relating to accessibility by persons with visual impairments.

Accordingly, the Vendor represents and warrants to UA Fort Smith, that the technology provided to the University for purchase is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of: 1) providing equivalent access for effective use by both visual and non-visual means; 2) presenting information, including prompts used for interactive communications, in formats intended for non-visual use; and 3) after being made accessible, it can be integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired. For purposes of this paragraph, the phrase “equivalent access” means a substantially similar ability to communicate with or make use of the technology. This access may be made 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 or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, and customizable display appearance. If requested, the Vendor must provide a detailed plan for making this purchase accessible and/or a validation of concept demonstration.
CONTRACT REQUIREMENTS
SECTION 4

Proposers must note in their response if they take exception to any State or Contract requirements outlined in this RFP.

4.1 CONTRACT PERIOD
The required services described herein are to commence with a mutually agreed upon start date. The term of any contract resulting from this RFP (“Term”) will be for a period of one (1) year. The University reserves the option to renew the contract on a yearly basis, each renewal a Term, not to exceed an aggregate total of six (6) renewals or seven (7) years if mutually agreed upon in writing by the Contractor and the University. The University of Arkansas - Fort Smith may terminate the Agreement without cause, at any time during the Term (including any renewal periods); by giving the other party sixty (60) days advance written notice of termination. Additionally, in the event of non-appropriation of funds necessary to fulfill the terms and conditions of the Agreement during any biennium period of the Term (including any renewal periods), the parties agree that the Agreement shall automatically terminate without notice.

4.2 CONTRACT TERMINATION AND ASSIGNMENT
UAFS shall have the right to terminate the resulting contract for any reason during its term, upon giving a minimum of sixty (60) days’ notice to the other party.

The resulting contract will not be assignable without prior written consent of both parties. Any attempted assignment without such consent shall be grounds for immediate termination of the contract.

4.3 CONTRACT EXECUTION DEADLINES
Due to recent Arkansas mandates which require legislative review and approval of certain contracts, the University cannot agree that any contract is void if not fully executed by a vendor-established deadline. The University will ensure that all reasonable efforts are made to process the award as quickly as possible.

4.4 FORMATION OF THE AGREEMENT/CONTRACT
At its option, the University may take either one of the following actions in order to create the agreement between the University and the selected Contractor:

A. Accept a proposal as written by issuing a written notice to the selected Contractor, which refers to the Request for Proposal and accept the proposal submitted in response to it.

B. Enter negotiations with one or more firms 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 firm and negotiations concerning these.

Because the University may use alternative (A) above, each Bidder 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. The following order of precedence shall apply:
1. Agreement
2. Proposal
3. RFP

4.5 CONTRACT TERMS AND CONDITIONS
This RFP and the Official Signature Document (page 49) shall govern any contract issued as a result of the RFP. Additional or attached terms and conditions, which are determined to be unacceptable to the University, may result in the disqualification of your proposal. Examples include, but are not limited to, indemnification statements, subjugation to the laws of another state, and limitations on remedies. If the proposer submits standard terms and conditions with the proposal, and if any of those terms and conditions are in conflict with the laws of the State of Arkansas, the State laws shall govern.

4.6 APPROVAL BY ARKANSAS GENERAL ASSEMBLY
Respondents to this RFP agree and understand that, if awarded a contract as a result of this RFP, approval of the resulting contract or any amendments to the contract may be subject to review and/or approval by the Arkansas General Assembly and/or any committee or sub-committee of the Arkansas General Assembly in its or their sole discretion. Respondents further agree that in the event such legislative review or approval is not granted or is otherwise withheld, any award under this RFP shall terminate automatically with no penalty to University of Arkansas Fort Smith.

4.7 LIABILITY
Pursuant to Article 12, § 12 of the Arkansas Constitution, the University may not enter into a covenant or agreement to hold a party harmless or to indemnify a party from prospective damages. The parties are responsible for their own negligent conduct and that of their respective officers, employees, agents and designated representatives acting within the official scope of their position.

4.8 GOVERNING LAW AND VENUE
The laws of the State of Arkansas shall govern in connection with the formation, performance and the legal enforcement of any resulting contract. The place of execution and venue governing the resulting agreement is Pulaski County, Arkansas. All matters relating to the validity, construction, interpretation and enforcement of the agreement shall be determined in Pulaski County, Arkansas.

4.9 SOVEREIGN IMMUNITY
The University is an instrumentality of the State of Arkansas and is entitled to sovereign immunity. The parties agree that all claims, demands or actions for loss, expense, damage, liability or other relief, either at law or in equity, for actual or alleged personal injuries or property damage arising out of or related to the agreement by the University or its officers, employees, agents or designated representatives acting within the official scope of their position, must be brought before the Claims Commission of the State of Arkansas. With respect to such claims, demands, or actions, the University agrees that: (a) it will cooperate with the vendor in the defense of any claim, demand or action brought against the Vendor seeking the foregoing loss, expense, damage, liability or other relief; (b) it will in good faith cooperate with the vendor should the Vendor present any claim, demand or action of the foregoing nature against the University to the Claims Commission of the State of Arkansas; (c) it will not take any action to frustrate or delay the prompt hearing on claims of the foregoing nature against the University to the said Claims Commission and will make reasonable efforts to expedite said hearing. The obligations of the paragraph shall survive the expiration or termination of the agreement. Nothing in the agreement between the Vendor and the University shall be construed as a waiver of the University’s sovereign immunity or the University’s right to assert in good faith all claims and defenses available to it in any proceeding.
4.10 **ATTORNEY’S FEES**  
Neither party shall be liable to the other for any payment of attorney’s fees or costs on any claim, demand or action related to or regarding the validity, construction, interpretation, breach or enforcement of the agreement.

4.11 **NOTICE**  
Notice to the University required or permitted by the agreement shall be effective upon receipt. In addition to any notice provisions specified in the agreement, all notices, requests and other communications required or permitted to be sent under the agreement, including any notice of demand, claim or breach against the University, shall be in writing and shall be delivered personally; or by facsimile (provided such delivery is confirmed); by overnight courier service; or by United States certified mail, postage paid, return receipt requested, to the following address set forth below:

University of Arkansas System  
Attn: Office of General Counsel  
2404 North University Avenue  
Little Rock, AR 72207-3608  
Fax: 501-686-2517

4.12 **LAWS, LICENSES & TAXES**  
Without additional expense to the University, the Contractor shall be liable for and pay all applicable federal, state, and local taxes and shall comply with all local laws, ordinances and regulations and shall obtain and pay for any permits and licenses, unless otherwise specified.

4.13 **PERFORMANCE BASED STANDARDS**  
Recently passed state legislation, Arkansas Public Law 557 of 2015 effective 8/1/15, requires the development and use of performance-based standards, including benchmark objectives, during the term of a service-related contract.

Any resulting contract shall contain Performance Standards which identify expected deliverables, performance measures or outcomes; and payment shall be contingent on the extent to which the performance standards were met. See Section 5.

4.14 **FORCE MAJEURE**  
Both parties shall agree that, by reason of strike or other labor disputes, civil disorders, inclement weather, Acts of God, or other unavoidable cause, either party is unable to entirely perform its obligations, such nonperformance shall not be considered a breach of agreement.

4.15 **LIABILITY**  
Pursuant to Article 12, § 12 of the Arkansas Constitution, the University may not enter into a covenant or agreement to hold a party harmless or to indemnify a party from prospective damages. The parties are responsible for their own negligent conduct and that of their respective officers, employees, agents and designated representatives acting within the official scope of their position.

4.16 **GOVERNING LAW AND VENUE**  
The laws of the State of Arkansas shall govern in connection with the formation, performance and the legal enforcement of any resulting contract. The place of execution and venue governing the resulting
agreement is Pulaski County, Arkansas. All matters relating to the validity, construction, interpretation and enforcement of the agreement shall be determined in Pulaski County, Arkansas.

4.17 PARKING
Parking on the University property by the Contractor’s employees shall be governed by the same regulations and fees as applied to University employees. The Contractor will also be responsible for the payment of any and all unpaid fines levied for parking violations of Contractor’s employees.

Contractor employees will be required to procure a faculty/staff parking permit for vehicles to be used on the UA Fort Smith campus if/when implemented by the University.

4.18 INDEPENDENT CONTRACTOR AND PRICE DETERMINATION
The Contractor is an independent contractor and shall not be deemed for any purpose to be an employee or agent of the University.

The Contractor certifies by entering into and signing a contract with the University that neither it nor its principals is presently debarred, declared ineligible, or voluntarily excluded from participation in this transaction by any State department or agency.

A proposal will not be considered for award if it was not arrived at independently without collusion, consultation, communication or agreement as to any matter relating to pricing with any other offeror or with a competitor. In addition, the proposer is prohibited from submitting multiple proposals in a different form; i.e., as prime proposer and as a subcontractor to another prime proposer.

All pricing will remain firm for each contract period. The Contractor must include a certified statement in the proposal certifying that the pricing was arrived at without any conflict of interest, as described above. Should conflict of interest be detected at any time during the contract, the contract shall be deemed null and void and the Contractor shall assume all costs of this project until such time that a new Contractor is selected.

4.19 CONTRACT PAYMENT / INVOICES
All invoices shall be forwarded to the UAFS Accounts Payable Office and must show an itemized list of charges by type of service. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance by UAFS. The University may not be invoiced in advance of delivery and acceptance of any equipment or service.
Arkansas Code 19-11-267 requires the use of performance based standards on any resultant contract between the successful vendor and the university. Arkansas State laws regarding Performance Standards in the procurement of services must have the cooperation of the vendor in establishing this provision as part of their purchasing agreement.

### Installation of Software Contract

<table>
<thead>
<tr>
<th>Service Criteria</th>
<th>Standards</th>
<th>Remedies</th>
</tr>
</thead>
<tbody>
<tr>
<td>Initial installation of software</td>
<td>Work products are professional, comprehensive and consistent with the contracted skill level</td>
<td>Payment may be withheld in part or in whole until acceptable work products are produced</td>
</tr>
<tr>
<td>Testing, trouble shooting</td>
<td>Provide professional and consistent skill level</td>
<td>Payment may be withheld in part or in whole until acceptable resolution is produced</td>
</tr>
<tr>
<td>Timely delivery &amp; completion of system install</td>
<td>Milestone deadlines are met</td>
<td>Vendor must provide an acceptable remediation plan</td>
</tr>
</tbody>
</table>

### Annual Maintenance/Subscription Service

<table>
<thead>
<tr>
<th>Service Criteria</th>
<th>Standards</th>
<th>Remedies</th>
</tr>
</thead>
<tbody>
<tr>
<td>Website availability</td>
<td>99% uptime rating monthly except routine maintenance downtime</td>
<td>If more than 1% downtime: 20% credit of subscription service for the month in which access fell below 1%.</td>
</tr>
<tr>
<td>Response time</td>
<td>1 to 5 seconds</td>
<td>If more than 5 seconds: 5% credit of subscription service for the month in which response time exceeds 5 seconds.</td>
</tr>
<tr>
<td>Help Desk Availability</td>
<td>Emails responded to within 24 hours.</td>
<td>For each percent below 100%, a 5% credit of subscription service for the month in which response time exceeds 24 hours.</td>
</tr>
</tbody>
</table>
BACKGROUND INFORMATION - UAFS
SECTION 6

UAFS was established in 1928 as a junior college extension of the public school system. Most of its history is that of a two-year institution that has operated under several names including Fort Smith Junior College, Westark Junior College, Westark Community College, and Westark College. On December 15, 2000, the respective governing boards of Westark College and the University of Arkansas System entered into an agreement to merge Westark with the System as a four-year, baccalaureate institution operating as the University of Arkansas – Fort Smith. This took place on January 1, 2002 and since that date, the institution has steadily and sometimes dramatically grown in enrollment, complexity, resources, economic impact, geographic reach, and in the number of baccalaureate degree programs offered and will soon offer its first graduate level degree, a masters in health care administration. Today, UAFS is the third largest of the five universities in the University of Arkansas System and the sixth largest of the state’s four-year institutions.

The University has a total enrollment of approximately 7,000 students. UAFS supports 600 full-time staff and faculty, 225 part-time employees, and 175 adjunct faculty.

For more information on UAFS visit www.uafs.edu. For more information on the UA System, visit www.uasys.edu.
7.1 SELECTION/EVALUATION PROCESS

An evaluation committee will evaluate the proposals received as a result of this RFP. All submittals are to be complete; partial submittals will not be accepted. A complete submittal is defined as one which is responsive to all the components in each section specified in the RFP. The University is under no obligation to contact applicants for clarification but reserves the right to do so.

A Vendor will be selected on the basis of the proposal submitted which is, in the opinion of the UAFS administration, in the best interest of this University when all factors are considered. Factors considered will include, but are not limited to, vendor qualifications and history, finances and references, system support, technical proposal, and cost (please refer to Section 4). It must be recognized by the interested parties submitting proposals that some of these factors are judgment items and the decision of the administration as approved by the University of Arkansas Board of Trustees is final.

Contractors shall be cautioned not to minimize the importance of an adequate response, although a particular category may carry less weight than other areas.

An evaluation committee comprised of University representatives will evaluate responses and determine the firm(s) best suited to fulfill our requirements. The responses to the RFP will be evaluated using the following criteria, including but not limited to:

- Vendor’s History, Finances & References: 15 points max
- System Support: 25 points max
- Technical Proposal: 50 points max
- Cost: 10 points max
- TOTAL: 100 points

Points will be awarded based on a comparative formula of relative weighting as detailed above. Selection will be made in the best interest of the University and its students.

The University reserves the right to hold discussions with Offerors who have been found to be in the competitive range. Such discussions may result in the University conducting Best & Final Offers. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussions or on-site presentations.

Once a selection is made, a contract award will be negotiated subject to approval by the Board of Trustees of the UA System.
7.2 ANTICIPATED RFP TIMETABLE

<table>
<thead>
<tr>
<th>TASK</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Release of Request for Proposal</td>
<td>January 4, 2016</td>
</tr>
<tr>
<td>Deadline for Written Questions by Vendors</td>
<td>January 15, 2016</td>
</tr>
<tr>
<td>Deadline for Written Responses to Vendors</td>
<td>January 22, 2016</td>
</tr>
<tr>
<td>Proposals Due from Vendors</td>
<td>February 5, 2016</td>
</tr>
<tr>
<td>Pre-Award Presentations (anticipated)</td>
<td>TBD (Feb 15 to 26, 2016)</td>
</tr>
<tr>
<td>Award of Contract</td>
<td>March 15, 2016**</td>
</tr>
</tbody>
</table>

There will be no penalty to UAFS should the time periods listed after the Proposal Opening Date vary. However, diligence will be given to comply with the schedule as listed.

**Subject to approval.
SELECTION CRITERIA
SECTION 8

VENDOR’S HISTORY, FINANCES, AND REFERENCES  
15 POINTS

- Financial history. The bidder must address its company’s financial history and resources. Financial statements may be required upon request of the evaluation committee.

- Marketplace history. List the number of years you have been in business. Also, please list the name of any other institute of higher education (preferably in Arkansas) for which you have provided this same service. The bidder may include any other reference brochures or descriptive literature which may further acquaint UA Fort Smith with its activities.

- References. Please provide a list of five (5) clients, preferably those using Ellucian Banner®, which you would like to be used as customer references. We recommend that you select references that are institutions of higher education for which your company has successfully implemented any comparable system (list applications installed), which should be similar in size, scope, and complexity to the one set forth in this RFP. The name and telephone number of a contact person must be provided for each reference.

- Please provide your vision with respect to the Higher Education market and this product, and your ability to successfully partner with UA Fort Smith.

SYSTEM SUPPORT  
25 POINTS

- Provide an implementation plan that outlines timelines and task organization for installation and training purposes. Discuss warranty and maintenance issues after the installation and training process is complete. Provide an overview of your technical support package including response times and methods of assistance and ongoing support. Describe the final acceptance test.

- Organizational profile. Include information on personnel who will be assigned to this project to include the installation of equipment, training, and providing system support.

TECHNICAL PROPOSAL  
50 POINTS

- Review of company’s technical approach for this project.

- Review of the resumes of personnel that will be involved in the project. Include resumes, references, or any other information that will aid in this review.

- Include information on your software maintenance process and the typical cycle of required and/or recommended upgrades.

This area will also be judged through an evaluation of answers to the specific questions asked in the sections which follow (to include oral presentations, if applicable).

COST  
10 POINTS

The bid must give cost to be considered. Total system cost is to be shown on the Official Bid Price Sheet (see page 48). OFFICIAL BID PRICE SHEET TO BE SUBMITTED IN SEPARATE SEALED ENVELOPE. Points will be assigned as follows:
- The bid with the *lowest* total system cost shall receive 10 points.
- Remaining bids shall receive points in accordance with the following formula:
  \[(a/b)(c) = d\]
  where:
  - \(a\) = lowest cost bid in dollars
  - \(b\) = second (third fourth, etc.) lowest cost bid in dollars
  - \(c\) = maximum points for cost category
  - \(d\) = number of points allocated to bid

**AWARD**

This contract shall be awarded to the bidder who has met all the requirements of this RFP and has the *highest* score on the evaluation as determined by the evaluation committee.
SCOPE OF WORK
SECTION 9

UAFS is seeking proposals from qualified service providers for a turnkey payment management system that must be hosted by the vendor, easy to implement, have a single point of support, and keep pace with future eCommerce opportunities and future Ellucian Banner® upgrades. The system will be implemented in phases, the first phase being implemented and operational no later than July 1, 2016. This RFP will be used to acquire and implement services, customer support, and any required software and/or hardware devices.

This payment management solution should provide the ability to process online credit card and ACH tuition payments, electronically present student statements, accept student and third-party bill payments, automate tuition payment plan administration, distribute student refunds electronically, online eCommerce, and integrate cashiering functions with our Ellucian Banner® system and payment devices. The payment management system must incorporate a single payment gateway through which all payment transactions are processed. The solution must also include real-time integration with our Ellucian Banner® software.

The proposer selected must demonstrate evidence of having successfully implemented and maintained the desired services in other comparable settings. The University may make such investigations as it deems necessary to determine the ability of the proposer to meet all requirements as stated herein and the proposer shall furnish to the University all such information and data for this purpose that the University may request.

The primary function of this system is to provide an out-of-the-box solution that will allow UAFS to offer campus constituents secure electronic payment processing and the convenience of self-service, online access to campus payment systems. At the same time, it should reduce costs and boost operations efficiencies through business system automation. Further, it should meet today’s guidelines and requirements for the safeguarding of sensitive campus information.

The current cashiering application is provided by CORE Business Technologies. Any proposed cashiering system must be a turnkey solution that fully integrates with Banner®.

UAFS envisions an environment in which all campus payments are centralized through a single payment gateway. The gateway must be capable of integrating with user applications available online and to cashiers at the point of payment. The gateway must be processor independent and allow the University to continue its existing bank relationships.

The system must provide campus constituents with a secure infrastructure for making online payments. It should automate business systems for electronic bill presentation and payments, tuition payment plan management, e-commerce initiatives, student refunds, distributing student deposits, and campus cashiering. In addition, solutions should be integrated in real time with campus student information and finance systems.

The solution must:

- Be a turnkey installation with configuration and support;
- Be easy and fast to install without placing a demand on UA Fort Smith’s resources;
- Integrate in real time with Banner® software;
- Be PCI DSS compliant;
- Be scalable to incorporate future system expansion;
- Be flexible enough to communicate with our banks’ recommended credit card processors and to change processors in the future;
- Provide a central payment gateway capable of processing campus-wide payments, including transactions made by electronic checks, credit cards, debit cards, and campus cards;
- Have a proven track record in institutions of Higher Education;
- Provide web-based usage, reporting, and setup;
- Have a test instance identical to production;
- Work with two instances of Banner® (Production and Test) software;
- Use our banks for ACH transmittals;
- Have reconciliation capabilities for transaction activity;
- Keep pace with Banner® software upgrade schedule. Vendor will upgrade to new version if necessary when the University upgrades to a new version of the Banner® software;
- Be a Vendor hosted system - no credit card information will be kept on the University’s computer system.
- Be available on a 24x7 schedule including holidays. The system must maintain a 99% uptime rating, excepting routine maintenance downtime.

By submitting a proposal, the vendor certifies that its company meets all of the following mandatory requirements.

Vendor’s system and/or any third party processors must be compliant with all electronic payment processing and data security guidelines and regulations as follows:

- PCI Level I compliance for payment card processing
- FERPA (Federal Educational Rights Protection Act)
- NACHA rules compliant for ACH processing
- EMV compliant for chip-card transactions
- All data transferred and/or stored must be encrypted
- All hardware, software and services must be supplied and maintained by the Offeror and must be available 24 hours a day, 7 days a week.
- Vendor must have strong Higher Education experience and provide student bill presentment and payment functionality, providing evidence of projects of similar size and scope with schools having Banner® software within the past three years.
- The System must access and update information in the current University’s Ellucian Banner® software in real-time.
SECTIONS 10 – 23 REQUIRE A RESPONSE FROM THE PROPOSER. FAILURE TO RESPOND TO A QUESTION MAY RESULT IN DISQUALIFICATION.
1. Provide a brief history of your company and the products you are proposing.
2. Provide resume’ of all individuals who will have contact with the University listing their experience and areas of expertise.
3. Provide a list of not less than five (5) references currently using vendor’s service. The list is to include the name of the person most familiar with the service and a telephone number and the number of years the service has been provided.
4. Provide evidence of your company’s financial stability and long-term viability.
5. Provide a list of services provided at “No Charge”.
6. Provide an estimated timeline for implementation of service.
7. Describe your disaster recovery plan.
8. Describe in detail any value-added services that your company can provide beyond the requirements listed herein. List those provided at “No Charge”.

11.1 SYSTEM INTEGRATION REQUIREMENTS

a. Describe your solution’s integration with Banner® by Ellucian. Do you have a real-time interface with Banner® by Ellucian that is currently available in a production environment?

b. Can your system provide integration with Banner® Self-Service? If so, with what payment points (admission applications, transcripts, etc.)?

11.2 AVAILABLE PAYMENT METHODS

a. Credit Card Processing Requirements
   i. Does your solution support credit card transaction processing?
   ii. Describe your credit card authorization and settlement process. Are credit cards authorized in real time? How long before funds are deposited into our bank account?
   iii. The credit card processing software must be processor independent and work with our existing credit card processor. Please provide a current list of credit card processors with whom your solution is certified to work.

b. Electronic Check Processing Requirements
   i. Does your solution support ACH transaction processing?
   ii. Is your organization a member of NACHA?
   iii. Does your organization employ Accredited ACH Professionals (AAP)?
   iv. Describe your electronic check authorization and settlement process. Are routing numbers validated in real time? How long before funds are deposited into our bank account?
   v. Solution must provide a system that does not require changes to our current banking relationship.

c. PIN/PIN-less Debit Processing Requirements
   i. Does your solution support debit card transactions? If so, what type (PIN, PIN-less, etc.)?
   ii. Does the system differentiate between credit card and debit cards, to allow the UA Fort Smith to save money on the interchange fees associated with debit cards?

d. Other Payment Methods
   i. Do you offer campus card processing? If so, what type of campus cards do you support?
11.3 PAYMENT REPORTING

a. The system must provide real-time payment reporting for all payment transactions. Provide a list and samples of payment reports available to administrators.
b. Are payment reports available in Excel/CSV format?

11.4 SYSTEM SECURITY AND FRAUD CONTROLS

a. System must support the use of a card verification number (CVV2, CVC2, CID). System must also support address verification (AVS).

11.5 MERCHANT SERVICES

a. Do you offer merchant services as a part of your solution? If so, please give a brief overview.
b. Does your solution provide real-time access to payment transaction information?
c. Does your solution provide integration between the campus ERP system, card processing services, and your eCommerce platform?
d. Does your solution provide the ability to view trends in payment transactions?
e. Does your solution provide the ability to drill down into individual transactions?
f. Is there one place to view each transaction from gross payment received to net dollars to be deposited?
g. Is the Point of Sale equipment EMV capable, encrypted, and tokenized?
h. Is the cost of processing clear and transparent?
i. Is the cost structure a Cost Plus Pricing Structure?
j. Can ALL campus payments be managed in one place under same processor even if they do not utilize your Payment Gateway?
k. Are ACH services offered? If so, is reporting for ACH centralized in the same reporting environment as card processing?
ONLINE STUDENT PAYMENTS
SECTION 12

12.1 User Authentication Requirements

a. Describe how students are authenticated by your system.
b. Does your system support single sign-on? If so, does your system support Active Directory or LDAP integration?

12.2 Authorized Users Requirements

a. Describe how students are able to give third-party users (parents, guardians, etc.) access to their account. Is your authorized user functionality compliant with FERPA? Can students limit access rights for each authorized user? If so, explain.
b. Are authorized users given separate passwords or must they use their student’s ID and password to access billing and account information?
c. Can authorized users maintain separate payment methods (credit cards, checking accounts, etc.) from their students?
d. Can authorized users make payments for more than one student at the same time?
e. Are students notified if an authorized user makes a payment on their account?

12.3 Electronic Notification Requirements

a. Does your system load email addresses from Banner®? If so, do you also allow for additional email addresses to be managed by the student?
b. Do you offer text messaging capabilities? Please describe.
c. What types of automated notifications are provided by your system?
d. Can UA Fort Smith edit automatic notifications to reflect our business policies?
e. Can students receive automatic notifications on mobile devices?
f. In addition to automatic messaging, does your system offer the ability to send one-time electronic messages in email and/or text message format?

12.4 Real-Time Requirements

a. The electronic payment system must update the student’s account in real time. Describe your system’s ability to post payment transactions in real time.
b. Describe your system’s ability to present students and authorized users with the current account balance. Does the balance include estimated financial aid?
c. Describe your system’s ability to pull current account activity, or activity posted on the student account since the billing date, in real time.
12.5 Payment Requirements

a. Students and authorized users must be able to store payment profiles. These profiles must also be accessible to payment plans. Confirm your system has this capability.
b. Can your system restrict payment if a student has a hold or has exceeded a specified number of NSF transactions?
c. Does your system provide users with a payment receipt? Is the receipt available via email?
d. Does your system allow for line item payments?
e. Can students or authorized users purchase additional items, such as yearbooks, or make donations while making online payments on their accounts?
f. Does the system allow students to make payments for multiple terms, or only for a single term?
g. Can students use mobile devices to make payments? View scheduled payments? Access account balances and activity?
h. Describe the access administrators have to student account information.

12.6 Convenience Fees

a. Does your system apply convenience fees? If so, please describe.
b. Please describe the process flow for the payer.
13.1 Bill Loading and Presentation Requirements

a. Describe the process of transmitting and loading billing statements into your billing software. What bill presentation formats are available (e.g. text, PDF, HTML)?
b. Can your billing statement presentation be customized to match our mailed statements?
c. Describe your system’s ability to replace paper billing and the advantages to UA Fort Smith in doing so.
d. Can a student still print their bill, if a paper copy is desired?
e. Does your electronic billing system support automatic bill payments?

13.2 System Management Requirements

a. Does your system provide reporting that shows which students have not logged in and viewed their billing statement? Does your system provide a report that shows a history of how many times a student has logged into your eBill system?

13.3 Other

a. Does your electronic billing system work with fully integrated payment plan management software and/or electronic refunding solutions?

13.4 1098-T Statements

a. Can your system present 1098-T statements?
b. Can students opt out of receiving paper 1098-T statements and elect to receive only an electronic statement?
c. Can students authorize parents or other users to view their 1098-T statements? If they do so, will the student’s Social Security number be viewable by the student but not the authorized user(s)?
14.1 Student Self-Service Requirements

a. Describe the student enrollment process in a tuition payment plan.
b. Does your system give students the option to set up scheduled payments in order to automatically pay plan installments?
c. Can students use mobile devices to make payments and/or view payment plan installments?

14.2 Plan Administration Requirements

a. Describe the process for administrators to create and manage tuition payment plans. Include available options for setting up installments, due dates, and payment plan fees (including late fees).
b. Will the system allow UA Fort Smith to set up different types of plans to meet the needs of different students? Please describe.
c. How does your payment plan system account for charges and credits eligible for a payment plan?
d. The system must allow for estimated and applied financial aid to be included in the payment plan. Describe how financial aid is used in the plan calculation.
e. Payment plan management system must automatically recalculate installments based upon changes in enrollment status or new charges and credits on the student’s account. Describe this functionality. How often does recalculation run?
f. Does your system allow for extended payment plans that cover the entire school year?
g. Can students be automatically migrated from one plan to another? For example, if a student is enrolled in an Estimated Amounts plan, can they be automatically switched to a real-time plan?
h. Please describe the flow of payment plan funds. Will the vendor transmit payment plan funds to the institution via remittance files or will payments be made directly to the institution and posted directly to the institution’s accounts?

14.3 Administrative Access to Student Payment Plan Requirements

a. Administrators must have the ability to enroll students in a payment plan.
b. Do administrators have access to signed payment plan enrollment agreements?

14.4 Reporting Requirements

a. Describe and include examples of payment plan reports available to plan administrators. Include descriptions and examples of enrollment reports, revenue reports, delinquency and/or payment plan aging reports, etc.
ELECTRONIC REFUNDING SYSTEM
SECTION 15

a. Explain what your product considers a ‘refund’. For example, does your solution process credit card refunds for dropped classes, etc. as well as refunds of excess Financial Aid?
b. Does the system allow for refunds to be direct deposited into an ACH account designated by the student?
c. Is a student encouraged to create a new banking relationship, or can they use their existing banking relationship?
d. Does the system allow for the option to do batch refunding back to credit cards?
e. Does your system interact real-time with our Banner® system or must UA Fort Smith send electronic files containing information on pending refunds?
f. Does the vendor store the students’ refund profiles or are refund profiles created and maintained by the students?
g. If refund profiles are created and maintained by the students, how are students notified to create refund profiles?
h. Describe the general process flow for refunding students. Include the following: How does the system determine which students are eligible for an electronic refund? What steps are required in order to generate the refunds? How does your system update our Banner® system to reflect the fact that an electronic deposit has been made?
i. Is UA Fort Smith required to wire funds from a bank account controlled by UA Fort Smith to an account controlled by the vendor?
j. Are students notified after a deposit is made to their account?
k. Do students have access to their electronic refund history?
l. Does your system support ACH pre-notes? Are students notified if the account is not valid?
m. Describe reports available to campus staff.
n. How does your solution comply with regulations such as PA-DSS, Red Flags, and Title IV?
o. What tools does your solution offer to help increase direct deposit refund adoption? For example, can students scan QR codes to access refund account setup on their mobile phones?
a. Does your system accept housing deposits?
b. How do deposits post to Banner®? Do they post directly to the deposit table in real time?
c. Can the payments be released on a date designated by UAFS?
CASHIERING SYSTEM REQUIREMENTS
SECTION 17

17.1 Overview

a. Please provide a basic overview of your cashiering solution for student A/R payments. Does your system include all software and hardware components necessary for payment functions at the cashier’s window?
b. Describe cashiering hardware options.
c. Describe your system’s ability to support a multi-site campus environment.
d. The system software must be integrated in real time with UA Fort Smith’s Banner® system.
e. Can your system accept non-student payments, such as corporate, faculty, etc.?

17.2 Tender Type Requirements

a. What forms of payment can your system accept (e.g. cash, checks, credit cards, etc.)?
b. Can your system accept checks presented in person? Through the mail? Over the phone? Can your system convert these checks into ACH transactions, and if so, what types (e.g. BOC, POP, ARC, etc.)? Is the system NACHA compliant?
c. The system must provide the ability to view scanned check images for audit control and dispute resolution purposes. Describe how your system supports this functionality.
d. Does the system capture credit card signatures to be used for audit control and dispute resolution procedures? Can administrative users access those signatures at a later time?

17.3 Transaction Reporting Requirements

a. Does your cashiering system include a transaction journal that shows all user activity? This journal must be archived for audit purposes.
b. Describe your system’s ability to track financial transactions (monies collected and monies disbursed) for each individual cashier, creating an audit trail to be used by system administrators or supervisors.

17.4 Payment Receipt Requirements

a. Describe your cashiering system’s receipt generating functionality. What information can be included on the receipt? Does the student’s account balance print?
b. How many receipts can be printed during a single transaction, i.e., can the user request multiple copies of the receipt at printing?
c. Can receipts be printed to network printers?
d. Can receipts be emailed to customers?
e. Does your system allow for reprinting receipts? Please explain.
17.5 Other Cashiering Requirements

a. Does the system include check-cashing and/or drawer replenishment functionality with the option of requiring supervisor authorization? If so, please describe.
b. Can cashiers access online Help instructions for cashiering functions such as voiding, check cashing, etc. directly from the cashier interface?
c. Can cashiers look up a group of students, as well as individual students?
d. Does your system include a privacy mode to prevent student account information from displaying on the card swipe device?

17.6 Drawer Management Requirements

a. The solution will optionally have integrated “physical” drawers available.
b. “Electronic” cashier drawer must be portable (i.e., cashier should be able to take their “physical” drawer to a different station and log into their “electronic drawer” at that station).
c. Describe how the system maintains information about the cashier’s drawer, as well as its ability to close and balance the drawer when a cashier logs off.
d. Supervisor must have drawer override capability. Please describe.

17.7 Business Day Requirement

a. The cashiering system must be able to incorporate the campus’s existing business day rules and must post payments to the appropriate business day. Please describe how this is accomplished.
b. Does your system support posting payments to the next business day? For example, if the “Business Day” ends at 4 p.m. but the office remains open until 7 p.m., would payments entered after 4 p.m. post to the next business day?

17.8 User Administration Requirement

a. The cashiering system must allow for the ability to assign roles to different staff members, giving each user different roles, responsibilities, and rights to the system. Describe the user roles available in your cashiering system.

17.9 Payment Processing Requirements

a. The system must have the ability to accept multiple tender types for a single transaction. Each tender type must be listed individually on the receipt.
b. Cashiers must be able to accept payment for multiple target accounts in a single customer session. For example, a cashier should be able to take payment for a student’s fall tuition and parking fine in a single customer session. This transaction must be reflected in a single customer receipt.
c. The system must be able to maintain a “bad check flag” for each student. This flag would determine if the cashier should accept checks from a student with a history of passing bad checks. Explain how this is accomplished.

17.10 Departmental Deposit Requirements

a. Can the system support deposits made by campus departments?
b. Can UA Fort Smith set up deposit templates?
c. What tender types can be used for departmental deposits?
d. Can departmental deposits be imported from a batch file?
e. Can an administrative user enter departmental deposits for multiple campuses/offices with a single user ID? In other words, is the user required to have a separate ID for each campus or office?

17.11 Student Deposit Requirements

a. The system must be capable of applying student deposits such as tuition and housing deposits using the system settings in UA Fort Smith’s host system.

17.12 In Person Campus Commerce

a. Does your cashiering system include a module for non A/R transactions such as in-person merchandise sales (e.g. ticket sales, concessions, etc.)? If so, please give an overview of your solution.
b. Does this solution enable you to purchase multiple items on a single transaction? Are these reflected in a single receipt?
c. Does this solution allow for tracking of inventory? Are cashiers notified when the inventory reaches zero? Are administrators notified when an item reaches a low inventory threshold? Does the solution apply sales tax?
18.1 Centralized Online Stores

a. The system must provide a centralized storefront application with consolidated payments into a secure and PCI/PA-DSS certified enterprise payment gateway.
b. The system must be designed to allow multiple merchants (i.e. Departments) to operate and run stores and accept payments. (Examples: Alumni, Athletics, Parking, Continuing Education, etc.)
c. Does the system allow you to consolidate stores into an online mall, as well as set up free-standing stores that are not part of the mall?
d. The e-Store capability must include a home page, product pages, a shopping cart, a checkout page, and order status information.
e. Can your system accommodate different tender types and shipping methods on a merchant-by-merchant and/or product-by-product basis?
f. Does your system have the ability to display stores and/or merchandise items by category?
g. Can store managers limit access to online stores to selected users?
h. Describe the extent to which the solution can be made to be consistent with UA Fort Smith’s existing branding, both on the home page and on a store-by-store basis. This includes not only logos, but also colors, fonts, etc.
i. Can non-technical users set up storefronts without extensive vendor support?
j. The online storefronts must allow for product definitions to be imported, as well as manually entered, by non-technical users.
k. Can products be automatically enabled at a designated date/time?
l. Does your solution allow customers to register and establish profiles with stored payment methods, addresses, and order history?
m. The online storefronts should allow for external data to be collected with each product purchased (such as size, color, etc.).
n. The online storefront should allow for tracking of inventory.
o. Describe the process of shopping, including adding the desired products to the shopping cart. Can the shopper pay for all purchases in a single checkout even if they purchase from multiple online storefronts?
p. Is the credit card authorization process and/or ACH validation process transparent to the customer? Is the customer notified if the payment is declined?
q. Does your system provide confirmation or notification when a payment has been made? How is this confirmation sent? Via email? Text message?
r. Does your system include QR Code capability?
s. Does your system include a Preview mode to allow you to create stores on your production system?
t. Does your system allow UA Fort Smith to embed links to PDFs, social media sites, etc.?
u. Does the System allow for the sale of digital downloads (e.g. downloadable video clips, jpegs, etc.)?
v. How does your system calculate sales tax?
w. Does your system generate packing slips?
x. Does your solution enable you to give customers a discounted shipping rate if multiple items are shipped?

18.2 Online Donations

a. Does your solution accept donations?
b. Can the system be configured to accept donations as recurring payments, with specified beginning and ending dates?
c. Does the system allow UA Fort Smith to change default verbiage to language more appropriate to donations (e.g. “Additional Gifts” instead of “Continue Shopping”)?
d. Can your system be configured to request donations from shoppers during checkout?

18.3 Online Event Registration

a. Does your system manage event registration?
b. Can the system accept multiple registrations?
c. Can the system accept additional information about the registrant (name, address, etc.?)
d. Can the system generate a list of event attendees?
e. Does the system have an “invoice me” option that would allow the user to pay later?

18.4 Integration Requirements

a. The system must be capable of providing payment functionality to existing campus applications. Describe your solution’s ability to meet this campus requirement.
b. Can ancillary data be appended and “tag along” through the payment process to then be posted to the URL of UA Fort Smith’s choosing?
c. Can the system integrate with other third-party applications that provide services for Higher Education? If so, with which systems do you offer integration?
d. When integrating with campus and/or third-party applications, can your solution be configured to accept recurring payments?

18.5 Mobile Capabilities

a. Can campus customers access online stores from their mobile devices? If so, can mobile shoppers purchase from more than one online store with a single checkout?
b. Can shoppers access their stored payment profiles from their mobile devices?
c. Can campus donors make donations, register for events, and/or enroll in Continuing Education classes from their mobile devices?
18.6 POS Capabilities

a. Does your system allow our staff to use POS devices to take in-person payments? Please describe.
b. How does your POS solution integrate with online storefronts?
c. What is the difference between your solution and similar solutions in the market?
d. Which devices are supported?
e. Can we control which administrative users have access to the POS solution?
f. Which payment methods are supported?
THIRD-PARTY CONTRACT PAYMENTS
SECTION 19

a. Can your system accept third-party contract payments? If so, please give an overview of your solution.
b. Which users will have access to view and pay the student’s account? How is this access granted?
c. What information regarding the student’s account will the sponsor be able to view?
d. Describe your solution’s bill presentment capability.
e. What payment methods are accepted (e.g. credit card, ACH, etc.)?
f. How can payments be applied (e.g. account, contract, student, etc.)?
g. How does your system facilitate communication between the sponsors and UA Fort Smith?
h. What reports are available for reconciliation purposes?
i. Does your system have the ability to search for sponsor payments?
j. If sponsors opt to continue to make manual payments over online payments, how is your system still useful to UA Fort Smith?
a. Can your solution generate paper checks? If so, explain the implementation process for setting up the check printing process.
b. What types of checks can you generate?
c. Describe reporting options for students and administrators for tracking paper checks printed.
CENTRALIZED CONTROLS AND MANAGEMENT
SECTION 21

21.1 Centralized Management System

a. The system must provide a centralized view of system-wide transactions in order to facilitate management of commerce operations. Does your system provide dashboard capability? If so, please describe.
b. Can users access this information via mobile devices?
c. The system must provide a central view of alerts to notify administrators of actions required throughout commerce applications. Can these alerts be received on mobile devices?
d. If merchant services is included in your proposal, does your Dashboard capability include reporting and trends for merchant services? If so, please describe.

21.2 User Management

a. The system must provide a single login for all administrative applications with a history of the user’s activity.
b. The system must have a customizable password policy to enforce strong passwords and user role management.

21.3 Central Support

a. Does the system provide a central resource center for product and industry information? Does this include a central forum to share questions, ideas, and best practices with other institutions? Does it also include training and educational materials?
SECURITY
SECTION 22

22.1 PCI Compliance

a. The system must be hosted in a PCI DSS certified data center, and all payment applications provided in vendor’s solution must be certified PA-DSS compliant.
b. The hosting facility must strictly control physical and electronic access.

22.2 Hosting Services

a. The system must have both a Production and a Test environment.
b. Operations must be monitored 24 x 7.
c. Vendor must guarantee 99% up time.
d. The system must provide hardware configurations and redundancy to protect against equipment failures.
CUSTOMER SERVICE
SECTION 23

a. Describe your customer support structure.
b. Describe your training procedures.
c. Is online Help included with your system?
OFFICIAL BID PRICE SHEET
SECTION 24

THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL RESPONSE UNDER SEPARATE COVER. YOU MAY SUBMIT THIS SAME INFORMATION IN ANOTHER FORMAT, BUT IT MUST BE EASILY IDENTIFIABLE AS THE “OFFICIAL BID PRICE SHEET” WITHIN YOUR PROPOSAL RESPONSE.

YOUR PROPOSAL RESPONSE MUST BE ALL-INCLUSIVE OF THE FOLLOWING MODULES AND NECESSARY COMPONENTS:

1. ELECTRONIC PAYMENTS
2. ELECTRONIC BILL PRESENTMENT
3. PAYMENT PLAN ADMINISTRATION
4. ELECTRONIC REFUNDING
5. CASHIERING
6. E-COMMERCE

- Required Hardware (if necessary)
- Required Software
- Installation Costs
- Training Costs
- Application Software Training Fees
- Application Software Support Fees
- Other costs necessary to make the system fully operational. UA Fort Smith will not be responsible for any costs not listed herein.

- Software Maintenance Costs
  Year 1  Year 2  Year 3  Year 4  Year 5  Year 6  Year 7
- Hardware Maintenance Costs
  Year 1  Year 2  Year 3  Year 4  Year 5  Year 6  Year 7

- Annual Subscription (including support)

TOTAL BID PRICE_______________________________________________YEAR 1
TOTAL BID PRICE_______________________________________________YEAR 2
TOTAL BID PRICE_______________________________________________YEAR 3
TOTAL BID PRICE_______________________________________________YEAR 4
TOTAL BID PRICE_______________________________________________YEAR 5
TOTAL BID PRICE_______________________________________________YEAR 6
TOTAL BID PRICE_______________________________________________YEAR 7
I, the undersigned duly authorized representative of the proposer, understand that the proposal must be signed by the proposer or an authorized representative of the proposer. Further, I acknowledge that I have read and understand all the proposal instructions, specifications, terms and conditions, and agree, on behalf of myself and the proposer to be bound by them.

Receipts of the following Addenda are hereby acknowledged: (List all / any Addenda)

ADDENDUM NO._________________________
ADDENDUM NO._________________________
ADDENDUM NO._________________________
ADDENDUM NO._________________________

____________________________________
Signature

____________________________________
Name & Title (Typed or Printed)

____________________________________
Company Name

____________________________________
Address and Telephone

____________________________________
Employer Identification Number
1. GENERAL: These Standard Terms and Conditions are incorporated by reference in each Purchase Order (PO) issued by the University, and are agreed to by both vendor and the University, provided that any Special Terms and Conditions included in the University’s PO take precedence over these Standard Terms and Conditions. No additional terms and conditions of this contract shall be accepted without the written consent of the University. In the event of a conflict between the terms and conditions offered by the University, and any terms provided by vendor, the University Terms and Conditions shall control.

2. PRICES: In case of errors in extension, unit prices shall govern.

3. DISCOUNTS: All cash discounts offered will be taken if earned.

4. TAXES: The University of Arkansas - Fort Smith (“UAFS” or “the University”) is NOT exempt from paying sales or use taxes, except on those items and/or purchase transactions that are specifically exempted by law. When applicable, state sales tax must be itemized on invoices.

5. ANTITRUST ASSIGNMENT: The vendor named on this PO, acting herein by the authorized individual, its duly authorized agent, hereby assigns, sells and transfers to the State of Arkansas all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this State for price fixing, which causes of action have accrued prior to the date of this assignment and which relate solely to the particular goods or services purchased or produced by this State pursuant to this contract.

6. GUARANTY: All items shall be newly manufactured, in first class condition, latest model and design, including where applicable, containers suitable for the shipment and storage, unless otherwise indicated. Vendor hereby guarantees that everything furnished hereunder will be free from defects in design, workmanship and material; that if sold by drawing, sample or specification, it will conform thereto and will serve the function for which furnished hereunder. Vendor further guarantees that if the items furnished hereunder are to be installed by the vendor, that such items will function properly when installed. Vendor also guarantees that all applicable laws have been complied with relating to
construction, packaging, labeling and registration. Vendor’s obligations under this paragraph shall survive for a period of one (1) year from date of delivery, unless otherwise specified herein.

7. BACKORDERS OR DELAY IN DELIVERY: Backorders or failure to deliver within the time required may, at the sole discretion of the University, be construed as an act of default of the contract. Vendor must give written notice to the University Procurement Department of the reason for any such delay and the expected delivery date. The University’s Procurement Department has the right to extend the date of delivery if vendor’s reasons for delay appear valid and the vendor’s expected delivery is acceptable. However, if either vendor’s reason for delay or expected delivery date is deemed unacceptable by the University, vendor shall be in default and the University may exercise any and all remedies available under law, including but not limited to remedies involving the procurement of goods or services from another vendor.

8. DELIVERY REQUIREMENTS: No substitutions or cancellations are permitted without approval of the Procurement Department. Delivery shall be made during UAFS work hours only, 8:00 a.m. to 4:30 p.m. Central Standard Time (excluding weekends and University Holidays), unless prior approval for other delivery has been obtained. Packing list shall be enclosed with each shipment, listing the UAFS Purchase Order number. Items should be shipped to the “Ship-To” address listed on the purchase order.

9. DEFAULT: All commodities furnished will be subject to inspection and acceptance by University after delivery. Default in promised delivery or failure to meet specifications entitles the University to cancel this contract or any portion of same and reasonably purchase commodities elsewhere and charge the full increase, if any, in cost and handling to defaulting vendor. Furthermore, default in promised delivery or failure to meet specifications authorizes the Purchasing Department to cancel this contract (PO), and by vendor’s acceptance of this PO, guarantees vendor shall refund all monies paid from this PO to the University.

10. VARIATION IN QUANTITY: The University assumes no liability for commodities produced, processed, or shipped in excess of the amount specified on the UAFS Purchase Order.

11. INVOICING: The vendor shall be paid in a timely manner upon submission of a properly itemized invoice, after delivery and acceptance of commodities or services by the University. All invoices must be sent to the “Bill To” point listed on the University purchase order. All invoices MUST be billed to the University, not to an individual, and must also include the following additional information if applicable:

a. The complete name and address of the vendor.

b. Invoice Date

c. Invoice Number

d. Purchase Order Number

e. Itemized listing of purchases. This should include a description of the merchandise and/or services, unit price and extended line total

f. Name and location of department for whom the goods or services were provided.

g. Itemized taxes.
Subject to all other terms and conditions herein, properly submitted invoices will be paid by the University in a timely manner. The University cannot agree to pay interest charges or late fees on any amounts due to vendor unless incurred 60 days after payment is due per Arkansas Code Ann. §19-4-706.

12. UNIVERSITY PROPERTY: Any specifications, drawings, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the vendor hereunder or in contemplation hereof or developed by the vendor for use hereunder shall remain property of the University, be kept confidential, be used only as expressly authorized, and returned at the vendor’s expense to UAFS Procurement Department, properly identifying what is returned.

13. PATENTS OR COPYRIGHTS: The vendor agrees to indemnify and hold the University harmless from all claims, damages, and costs, including attorney’s fees, arising from infringement of patents or copyrights.

14. AUTHORIZED DISTRIBUTOR: Vendor must be an authorized distributor of all goods/services procured by the University. Prior to issuance of a purchase order, vendor may be required to submit a letter from the manufacturer as proof of authorization.

15. DUTIES AND CUSTOMS FEES: All duties and customs fees shall be paid in advance by the vendor prior to shipping any product for import or export to the University.

16. PERMITS AND LICENSES: Vendor shall, at its own expense, procure and keep in effect all necessary permits or licenses as required by law to fulfill this Purchase Order.

17. ASSIGNMENTS: Any contract entered into pursuant to a UAFS Purchase Order is not assignable nor the duties there under delegable by either party without the written consent of the University.

18. LACK OF FUNDS: The University may cancel this contract to the extent the funds are no longer legally available for expenditures under this contract. Any delivered but unpaid for goods will be returned in normal condition to the vendor by the University. If the University is unable to pay for goods that it retains, the contractor may file a claim with the Arkansas State Claims Commission. Similarly, if the vendor has provided services and there are no longer funds legally available to pay for the services, the vendor may file a claim.

19. DELAYED CLAIMS: Arkansas State Law requires that a claim be filed with the Arkansas State Claims Commission for any invoices or services rendered that are more than two (2) fiscal years old.

20. NON-DISCRIMINATION: Vendor agrees to adhere to any and all applicable Federal and State laws, including laws pertaining to non-discrimination. In particular, consistent with the provisions of Act 954 of 1977, as amended and codified at Ark. Code Ann. § 25-17-101, the vendor agrees as follows: (a) the vendor 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 vendor 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 vendor to comply with the statute, the rules and regulations promulgated there under and this nondiscrimination clause shall be deemed a breach of contract and this contract may be canceled, terminated or suspended in whole or in part; (d) the vendor will include the provisions of items (a) through (c) in every subcontract so that such provisions will be binding upon such subcontractor or vendor.

21. TECHNOLOGY ACCESS: 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 system meets the statutory requirements found in 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating systems) 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.

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 systems) and 36 C.F.R. § 1194.22, as it existed on January 1, 2013 (web-based intranet and internet information and applications) 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:

- 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;

- Presenting information, including prompts used for interactive communications, in formats intended for non-visual use;

- After being made accessible, integrating into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired;

- 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;

- Being compatible with information technology used by other individuals with whom the blind or visually impaired individuals interact;

- Integrating into networks used to share communications among employees, program participants, and the public; and

- 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.

State agencies cannot claim a product as a whole is not commercially 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.

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.

22. SAFEGUARDING OF CUSTOMER INFORMATION.

(a) Throughout the term of this Agreement, vendor 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. § 4.2(b), received by vendor pursuant to this Agreement.

(b) Vendor shall promptly notify the University, in writing, of each instance of (i) unauthorized access to or use of any customer information that could result in substantial harm or inconvenience to a customer of the University or (ii) unauthorized disclosure, misuse, alteration, destruction or other compromise of any customer information. Within 30 days of the termination or expiration of this Agreement, vendor shall destroy all records, electronic or otherwise, in its or its agents' possession that contains such customer information and shall deliver a written certification of the destruction to the University.

(c) Vendor consents, upon reasonable advance notice, to University's right to conduct an on-site audit of vendor's security program.

(d) Notwithstanding any other provisions of this Agreement, University may terminate this Agreement for cause if vendor has allowed a material breach of its security program, if vendor has lost or materially altered customer information, or if the University reasonably determines that vendor's security program is inadequate.

(e) Vendor shall defend, indemnify, and hold harmless University, its agents, officers, board members, and employees from and against any and all claims, damages, losses, and expenses, including reasonable attorney's fees, for any claims arising out of or in any way relating to any allegations of security breaches, violations of the Safeguard Rule caused by vendor's negligence, intentional acts or omissions, or any loss or material alteration of customer information.

(f) Vendor shall reimburse the University for any damages, including but not limited to any costs required to reconstruct lost or altered information, resulting from any security breach, loss, or alteration of customer information.

23. HIPAA: 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), vendor agrees to fully comply with all applicable privacy requirements under HIPAA.

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

25. CONFLICT OF INTEREST: Vendor recognizes that University of Arkansas Board of Trustees Policy 330.1 provides that the University shall not, without approval of the Chancellor or Vice President for Agriculture, enter into a contract with a current or former state employee, member of the Arkansas General Assembly, state constitutional officer or board or commission member, or the immediate family member thereof, or any entity in which such a person holds an ownership interest of 10 percent or greater.
26. CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION: Any contract or amendment to any contract, executed by the University which exceeds $25,000.00 shall require the vendor to disclose information consistent with the terms of Arkansas Executive Order 98-04, and any amendments or replacements, and the regulations pursuant thereto. Failure of any individual or entity to disclose, or the violation of any rule, regulation or policy promulgated by the Department of Finance and Administration pursuant to this Order, shall be considered a material breach of the terms of the contract, lease, purchase agreement, or grant and shall subject the party failing to disclose, or in violation, to all legal remedies available to the University under the provisions of the existing law. No contract, or amendment to any existing contract, that falls under Order 98-04, will be approved until the vendor completes and returns the disclosure form.

27. 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.

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

29. SOVEREIGN IMMUNITY: Nothing in this contract shall be construed to waive the sovereign immunity of the State of Arkansas or any entity thereof, including the University of Arkansas - Fort Smith.

30. LIMITATIONS OF LIABILITY: Vendor acknowledges that, under Arkansas law, the University may not enter into a covenant or agreement to hold a party harmless or to indemnify a party from any damages.

31. WAIVER: No waiver of any term, provision or condition of this contract, whether by conduct or otherwise, in any one or more instances, shall be deemed or construed to be a further or continuing waiver of any such term, provisions or condition of the contract.

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

33. INDEMNIFICATION BY VENDOR: Vendor shall defend, indemnify, and hold harmless University, its agents, officers, board members, and employees from and against any and all claims, damages, losses, and expenses, including reasonable attorney’s fees, for any claims arising out of or in any way relating to the performance of Vendor’s obligations under this contract, including but not limited to any claims pertaining to or arising from Vendor’s negligence, intentional acts or omissions.

34. 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.

35. TIME IS OF THE ESSENCE: Vendor and University agree that time is of the essence in all respects concerning this contract and performance hereunder.

36. TERMINATION:

BREACH

a) The University may terminate the agreement immediately upon the breach of agreement by the vendor by delivering written notice to the vendor.

b) In the event that the vendor shall fail to maintain or keep in force any of the terms and conditions of this agreement, the University may notify the vendor in writing of such failure and demand that the same be remedied within 10 days. Should the vendor fail to remedy the same within said period, the University shall then have the right to immediately terminate this agreement.