

University of Arkansas at Fort Smith

5210 Grand Avenue
Fort Smith, AR 72904



UNIVERSITY of ARKANSAS
FORT SMITH.

REQUEST FOR PROPOSAL

ONLINE PROCTORING SOLUTION

SOLICITATION INFORMATION			
Bid Number:	AX-23-003	Solicitation Issued:	March 1, 2023
Description:	Online Proctoring Solution		
PROPOSALS MUST BE RECEIVED NO LATER THAN:			
March 29, 2023, 2:00 pm CST			
<p>Proposals shall not be accepted after the designated bid opening date and time. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit proposals at the designated location on or before the bid opening date and time. Proposals received after the designated bid opening date and time shall be considered late and shall be returned to the Vendor without further review. It is not necessary to return "no bids".</p> <p>Received proposals will be acknowledged but will remain unopened until the date and time of bid opening.</p>			
DELIVERY OF RESPONSE DOCUMENTS			
Delivery Address:	Bid responses should be emailed directly to lance.killough@uafs.edu . It is recommended that the Vendor confirm receipt. Email subject line should read: AX-23-003 Online Proctoring Solution		
UAFS PROCUREMENT SERVICES CONTACT INFORMATION			
Issuing Officer:	Lance Killough	Issuing Officer's Contact Info:	Tel. 479-788-7041 Email lance.killough@uafs.edu

INTRODUCTION

SECTION 1

1.1 OVERVIEW & PURPOSE

The Board of Trustees of the University of Arkansas, acting for and on behalf of the University of Arkansas at Fort Smith (“the University” or “UAFS”), is seeking competitive responses from secure, online proctoring companies for a remote Online Proctoring Solution to ensure the academic integrity of the University’s on-line learning environment.

This is a rebid of current services. The University has held an exclusive contract with Examity since 2018 and that contract is reaching maturity as of 9/4/2023. This RFP process will be an open-minded review of all options available to UAFS and is not intended to only satisfy statutory requirements of Arkansas procurement law and contract term limits.

This RFP is seeking to award a contract to the vendor that can provide the best solution and overall value to the University. This value will be determined by UAFS based on the overall competence, compliance, format and each RFP response and in-person presentation, as necessary.

1.2 BACKGROUND OF UAFS

The University of Arkansas at Fort Smith 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. UAFS became a four-year university and joined the UA System on January 1, 2002.

Please visit <https://uafs.edu/> to learn more about the University.

The University enrollment figures for the last five years are indicated below.

Fall 2018 - 6,557
Fall 2019 - 6,264
Fall 2020 - 5,887
Fall 2021 - 5,444
Fall 2022 - 5,359

Distance Learning: Distance learning is an essential component for fulfilling the academic mission of the University of Arkansas at Fort Smith. UAFS incorporates synchronous and asynchronous learning via the Blackboard Learning Management System (LMS). Faculty may conduct instructional presentations and exams through the Blackboard Learning System with many online instructional tools, such as discussion forums, video, web pages, etc. Students will submit coursework and projects electronically. Students communicate with their faculty through email, online office hours, and other collaborative tools. The university requires that all final exams in online classes must be proctored and many faculty members prefer to have all online exams proctored. The university is interested in providing flexibility for testing in hybrid and online classes. We currently offer multiple degrees that are totally online and several others that have online classes available. During the 2021-22 academic year, UAFS offered 683 full-online classes and 128 hybrid classes.

SCOPE OF SERVICES

SECTION 2

OBJECTIVE

UAFS seeks a secure and flexible online proctoring solution for use during online examinations to ensure that student identity is verified, that students have complied with testing requirements, and the solution monitors and reports testing irregularities.

The University seeks a cost effective, convenient, and customizable solution. The remote proctoring service should have the capability of an automated or live authentication solution, and live proctored exam sessions with trained and certified proctors. The service should allow the flexibility for faculty to select the level of online test security and to customize the test environment to meet desired exam specifications.

2.1 Specifications (Mandatory Requirements)

1. Critical Needs

- 1.1. The proposed system must be compatible with all current Windows and OSX Operating systems, as well as Windows, IOS.
- 1.2. The proposed system must support SSO for authentication (CAS/SAML/LDAP/AD) and an enterprise directory service for authorization (LDAP/AD). The system must support LDAP Version 3 and/or CAS for single sign-on and attribute utilization (SAML or LDAP).
- 1.3. The proposed product must have been implemented in a higher education environment for more than two years at an institution with enrollments equal to or above 6,000 students.
- 1.4. Vendor must provide 24/7 registration and tech support.
- 1.5. Product must provide a smooth workflow process for administration, faculty, and student
- 1.6. Offeror must demonstrate the entirety of the workflow from faculty set-up request, student registration, and student records: outflow of data, records and reporting.
- 1.7. Proposed solution must be entirely browser based and support all current versions of popular web browsers (IE/Firefox/Chrome/Safari) and one previous version.
- 1.8. Proposed solution must have the ability to customize the login page and additional pages as necessary to give a "University of Arkansas - Fort Smith" look and feel.
- 1.9 Product must have the capability of both an automated and live authentication solution.
- 1.10 Proposed solution must offer a) automated proctoring, b) record and review proctoring, and c) live proctored exam sessions with trained and certified proctors and procedures must be in keeping with evolving legal landscape.
- 1.11 The service should allow the flexibility for faculty to select the level of online test security.
- 1.12 The service should allow faculty to customize the test environment to meet desired exam specifications.
- 1.13 Vendor must describe whether the proposed system has java dependencies. If so, Vendor is to describe in detail how Vendor will ensure capability across a variety of client platforms and versions.
- 1.14 Proposed solution must include: ease of use, seamless virtual process from first point of contact through completion, student plugins minimized, clarity of instructions/documentation to include all users, and all steps in the workflow.

2. Critical Interfaces

- 2.1. Application Web Interface for Technicians, Admins, Faculty and Students.
- 2.2. Banner (moving to Workday in 2025) – Vendor must provide in detail; how does the system receive and provide information to the Student Information System used by the University.

- 2.3. LMS (Blackboard) Vendor must provide in detail, how does the system receive and provide information to the LMS used by the University.
- 2.4 Provide information on the data elements that the University will need to provide as a part of the interface/data feed.
- 2.5 Provide information on the data elements that can be exported from the system for use in the Student Information system.
- 2.6 Vendor must describe the method used for transferring data to and from the University.

3. Critical Reporting Needs:

- 3.1. Vendor must provide Real-time reporting (e.g. 30 minutes)
- 3.2. Vendor must provide in detail information regarding Ad-Hoc reporting.
- 3.3. Student registration: Vendor must list any capabilities for an early alert indicator for students on submitted list that do not register – auto notification of deadline to register – number registered by day, time, faculty, user group.
- 3.4. Completion versus non-completion.

4. Service:

- 4.1. Vendor must provide self-service options that are available to faculty and administrators.
 - a) Vendor must submit detail instructions on how to set-up or upload exams, including procedures for providing testing accommodations.
 - b) Vendor must provide information on levels or types of authentication and security available for use with online exams as well as the availability of live proctors.
 - c) Vendor must outline how authentication and security levels can be selected or customized per class or exam by the faculty member.
 - d) Vendor should provide information on proctor qualifications.
- 4.2. Vendor must provide detailed information regarding the following capabilities:
 - a) Video storage capabilities
 - b) Archived proctored exams, storage, length of time and location
 - c) Provide information on who can review proctored exams.
 - d) Technology requirements for students to access vendor system.
 - e) Means of communicating with students during proctoring sessions
- 4.3. Vendor must provide the following in regard to exam scheduling options for students:
 - a) Vendor to provide in detail the number of exams available to students at one time.
 - b) Vendor to provide in detail the number of exams a student can schedule at one time.

5. Implementation and Project Management:

- 5.1. Describe Vendors' standard lead time from receipt of order through complete installation and implementation of proposed solution.
- 5.2. The Vendor must provide a detailed project implementation plan to include, but not limited to: a) Planning and Analysis, b) Design, Development and Testing, c) Operational/go live, d) Project timeline including a narrative describing the project plan, contractor's committed resources, expected UAFS resources, and time commitments for the desired "Go-live" date.

6. Administration, Support and Maintenance:

- 6.1. Provide a detailed process flow for how UAFS would resolve a performance related issue/incident (i.e. slow response) related to the solution. Include levels of escalation and indicate third party entities being engaged (ISO or Hosting facilities). Also provide average response times.

- 6.2. The proposed solution will keep up with new releases of browsers (mobile, PC, or Mac), operating systems, and Adobe Acrobat.
- 6.3. The proposed solution securely removes temporary files, cookies, etc. in local workstations at the end of each session.
- 6.4. Describe in detail the standard technical support Service Level Agreement for the proposed solution.
- 6.5. Describe in detail, your annual release schedule and any planned enhancements associated for the proposed solution.
- 6.6. Describe the various technical support provided for the service, including the following:
 - a) Days and hours of operation (using Central Time zone)
 - b) Methods of interaction (phone, fax, email, web-enabled knowledgebase, etc.)
 - c) Any limits in the use of a service program,
 - d) Service/support standards. Include the Vendor's service/support level agreements(s) and mission statement,
 - e) Identification of the individuals, who will act as contacts for the University

7. Knowledge Transfer:

- 7.1. Provide a detailed description of training (webinars, on-site or remote) and training materials (print and/or video) for faculty, staff and end users.

8. Project Management

- 8.1. The proposal should detail how the Vendor has made and will make available sufficient personnel resources to work within the specified time constraints and to maintain necessary performance levels. The proposal must detail the number of and qualifications of personnel required to perform the work requested.
- 8.2. Provide a description of the proposed project staffing/organization and internal controls to be used during the course of the project, including any subcontractors.
- 8.3. State the name, the title or position, telephone number, and email address of the individual who would have primary responsibility for the project resulting from this RFP. Disclose who within the firm will have prime responsibility and final authority for the work under the proposed contract. Name other individuals providing services on the project.
- 8.4. Identify responsibilities and qualifications of staff that will be assigned to the potential contract and the amount of time each will be assigned to the project. Provide resumes of the named staff, which include information on the individual's particular skills related to this project, education, experience, significant accomplishments and any other pertinent information. The Vendor must certify that staff identified in its proposal will actually perform the assigned work. Any staff substitution must have the prior approval of the University.

**ANTICIPATED SCHEDULE OF EVENTS
SECTION 3**

ID	Event Description	Date
1	Release of RFP	March 1, 2023
2	Questions from bidders due	March 14, 2023; 4pm CST
3	Answers to questions posted*	March 17, 2023
4	RFP response deadline	March 29, 2023; 4pm CST
5	In-Person Presentations	April 2023 (TBD)
6	Notice of intent to award*	May 1, 2023
7	Contract commences	TBD

*Anticipated Dates.

SELECTION CRITERIA SECTION 4

4.1 EVALUATION AND SELECTION PROCESS

UAFS will utilize a proposal evaluation team for the evaluation of this RFP. The award will be based on the proposal judged to be in the best interest of UAFS.

It is the intent of the University to award an Agreement to the respondent deemed to be the most qualified and responsible firm(s), who submits the best *overall* proposal based on an evaluation of all responses. Selection shall be based on UAFS assessment of the Vendor's ability to provide adequate service, as determined by the evaluation committee elected to evaluate proposals.

Submission of a proposal indicates proposer's acceptance of the evaluation technique and proposer's recognition that some subjective judgments must be made by UAFS during the assigning of points.

Each response will receive a complete evaluation and will be assigned a score of up to 100 points possible based on the following items:

A. Vendor's overall proposal content (30 Points)

The proposal itself must contain all the components below:

A transmittal cover page, including the RFP Name and RFP Number. The cover page should be signed by the responding company's official authorized to commit such proposals.

Correspondence with all respondents will be by email. The respondent's email address must be provided in the cover letter.

B. Vendor's experience and performance in providing services of similar nature and scope within an educational environment comparable to UAFS. (20 Points)

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

C. Recommendations and/or references from third parties indicating the respondent's past performance. (10 Points)

Each vendor must submit a minimum to three (3) letters of recommendation. Letters of recommendation must be submitted on the letterhead of the party submitting the recommendation. Each vendor must submit the names, addresses, and telephone numbers of three (3) additional references.

Recommends and references must be parties who can attest to the Vendor's qualifications relevant to providing the services outlined in the request for proposal. Organization or professional recommendations and references must be submitted; personal recommendations and references will not be accepted. Recommendations and references may be verified.

D. Evidence of ability to establish and meet timely deadlines (10 Points)

E. Cost

(30 Points)

All charges associated with the work to be performed shall be included on the Official Bid Price Sheets and shall be valid for 150 days following the bid opening. The University will not be obligated to pay any costs not identified on the Official Bid Price Sheet. Any cost not identified by the Vendor on the Official Bid Price Sheet, but subsequently incurred, will be borne by the Vendor.

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

- Cost points will be assigned on the specific component basis as reflected on the Official Price Sheet, for comparison and evaluation purposes.
- The bid with the lowest estimated cost of the overall system will receive the maximum points possible for this section.
- Remaining bids will receive points in accordance with the following formula:

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

a = lowest cost bid in dollars

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

c = maximum points for Cost category (20)

d = number of points allocated to bid

Failure of the Respondent to provide in his/her proposal any information requested in this RFP may result in disqualification of his/her proposal and shall be the responsibility of the respondent.

4.2 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.

PERFORMANCE STANDARDS SECTION 5

State law requires that all contracts for services include Performance Standards for measuring the overall quality of services provided. Performance Standards identifies expected deliverables, performance measures, or outcomes; and defines the acceptable standards a Vendor **must** meet in order to avoid assessment of damages.

- A. The University may be open to negotiations of Performance Standards prior to contract award, prior to the commencement of services, or at times throughout the contract duration.
- B. The University shall have the right to modify, add, or delete Performance Standards throughout the term of the contract, should the University determine it is in its best interest to do so. Any changes or additions to performance standards will be made in good faith following acceptable industry standards and may include the input of the Vendor to establish standards that are reasonably achievable.
- C. All changes made to the Performance Standards shall become an official part of the contract.
- D. Performance Standards shall continue throughout the term of the contract.
- E. Failure to meet the minimum Performance Standards as specified shall result in the assessment of damages.
- F. In the event a Performance Standard is not met, the Vendor will have the opportunity to defend or respond to the insufficiency. The University shall have the right to waive damages if it determines there were extenuating factors beyond the control of the Vendor that hindered the performance of services. In these instances, the University shall have final determination of the performance acceptability.
- G. Should any compensation be owed to the University due to the assessment of damages, Vendor shall follow the direction of the agency regarding the required compensation process.

Annual Maintenance/Subscription Service		
Service Criteria	Standards	Remedies
Website availability	99% uptime rating monthly except routine maintenance downtime	If more than 1% downtime: 20% credit of subscription service for the month in which access fell below 1%.
Response time	1 to 5 seconds	If more than 5 seconds: 5% credit of subscription service for the month in which response time exceeds 5 seconds.
Help Desk Availability	Emails responded to within 24 hours.	For each percent below 100%, a 5% credit of subscription service for the month in which response time exceeds 24 hours.

Installation of Software Contract		
Service Criteria	Standards	Remedies
Initial installation of software	Work products are professional, comprehensive and consistent with the contracted skill level	Payment may be withheld in part or in whole until acceptable work products are produced
Testing, trouble shooting	Provide professional and consistent skill level	Payment may be withheld in part or in whole until acceptable resolution is produced
Timely delivery & completion of system install	Milestone deadlines are met	Vendor must provide an acceptable remediation plan

PROPOSAL AND GENERAL REQUIREMENTS

SECTION 6

PROPOSAL FORMAT

Contractor's proposal should include the following information in the order specified. If the Contractor fails to provide any of the following information, the University may, at its sole option, ask the Contractor to provide the necessary information, evaluate the proposal without the missing information or consider the proposal to be nonresponsive.

1. **Introductory Cover Letter**. Include contact names and email addresses who will be the points of contact during this RFP process.
2. **Acknowledgement of any Addenda** issued that modifies, supplements, or interprets any portion of this RFP.
 - This RFP shall be modified only by an addendum written and authorized by the University. No verbal or written information.
 - The University reserves the right to issue an addendum no less than three (3) calendar days prior to the bid opening to extend the bid opening and may or may not include changes to the RFP.
 - All addenda so issued shall become part of the specification and bid documents.
3. **Exceptions**. List any specifications, requirements, terms, conditions, and provisions in the RFP that the Contractor will not conform to.

GENERAL INSTRUCTIONS

Issuing Officer. The issuing officer is the sole point of contact in the selection process. Vendor questions regarding bid related matters should be made through the buyer. For questions on submission procedures, see **Clarification of RFP and Questions**.

Bid Opening. Emailed submissions will remain unopened until the time and date of the bid deadline.

Note: No award will be made at the bid opening. Only names of respondents and a preliminary determination of proposal responsiveness will be made at the bid opening.

Clarification of RFP and Questions

- a. Any questions requesting clarification of information contained in this RFP **must** be submitted in writing via email to lance.killough@uafs.edu by 4:00 p.m. Central Time on or before March 14, 2023.
 - i. For each question submitted, vendor should reference the specific solicitation item number to which the question refers in the subject line of the email.
 - ii. Vendors' written questions will be consolidated and responded to by the University and issued as an Addendum. The University's consolidated written response is anticipated to be posted to the [Procurement Services](#) website by the close of business on March 17, 2023 .
- b. Vendors may contact the Issuing Officer with non-substantive questions at any time prior to the bid opening.
- c. No oral statement by the University is part of any contract resulting from this solicitation and may not reasonably be relied on by any vendor as an aid to interpretation unless it is reduced to writing and expressly adopted by the University.

Required Copies and Redacted Copy. Contractor must submit:

- a. One (1) electronic copy of the proposal by email or on a flash drive, preferably in PDF.
- b. One (1) redacted (marked "REDACTED") copy of the proposal, preferably on a flash drive. **(See Proprietary Information)**

Proprietary Information. UAFS will rely on a Freedom of Information Act (FOIA) exemption to withhold all information contained in any submitted bid document to the University until the notice of intent to award has been completed.

- a. UAFS will also rely on an FOIA exemption to withhold the certified bid tabulation until after the notice of intent to award has been completed. After that time and pursuant to Arkansas statute, bid information will be available for public review upon FOIA request.
- b. All proposers are hereby advised that any information that they may consider to be confidential or proprietary and would give a competitive advantage if disclosed, should be identified, along with a statement as to whether or not a claim of confidential or proprietary privilege is being asserted. If such information is later sought by a FOIA request, the Bidder will be allowed to justify its claim of privilege and UA Fort Smith will assess the validity of said claim in advance of any release.

Oral Presentations. Upon receipt of proposals in response to this RFP and the University's subsequent review of such proposals, the University, at its sole discretion, may invite up to three Proposers to make an oral presentation to the Selection Committee. The committee may seek to clarify its understanding of the submitted proposal and/or obtain further information regarding the Bookstore Services Program proposed. On-site presentations are preferred as the Proposer should plan on spending half a day on campus (one demonstration to the Technology Support of Instruction (TSI) committee and 2-3 follow-up meetings with small groups).

Minority Business Policy

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

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

Equal Opportunity Policy

In compliance with Arkansas Code Annotated § 19-11-104, the University is required to have a copy of the Vendor's Equal Opportunity (EO) Policy prior to issuing a contract award.

Prohibition of Employment of Illegal Immigrants

Pursuant to Arkansas Code Annotated § 19-11-105, prior to the award of a contract, selected vendor(s) **must** certify on the Office of State Procurement's website (in the link provided) stating that they do not employ or contract with illegal immigrants.

Technology Access

- A. When procuring a technology product or when soliciting the development of such a product, the State of Arkansas is required to comply with the provisions of Arkansas Code Annotated §25-26-201 et seq., as amended by Act 308 of 2013, which expresses the policy of the State to provide individuals who are blind or visually impaired with access to information technology purchased in whole or in part with state funds. The Vendor expressly acknowledges and agrees that state funds may not be expended in connection with the purchase of information technology unless that technology meets the statutory requirements found in 36 C.F.R. §1194.21, as it existed on January 1, 2013 (software applications and operating ICSs) and 36 C.F.R. § 1194.22, as it existed on January 1, 2013 (web-based intranet and internet information and applications), in accordance with the

State of Arkansas technology policy standards relating to accessibility by persons with visual impairments.

- B. ACCORDINGLY, THE VENDOR EXPRESSLY REPRESENTS AND WARRANTS to the State of Arkansas through the procurement process by submission of a Voluntary Product Accessibility Template (VPAT) for 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating ICSs) and 36 C.F.R. § 1194.22, that the technology provided to the State for purchase is capable, either by virtue of features included within the technology, or because it is readily adaptable by use with other technology, of:
1. Providing, to the extent required by Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, equivalent access for effective use by both visual and non- visual means
 2. Presenting information, including prompts used for interactive communications, in formats intended for non-visual use
 3. After being made accessible, integrating into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired
 4. Providing effective, interactive control and use of the technology, including without limitation the operating system, software applications, and format of the data presented is readily achievable by non-visual means
 5. Being compatible with information technology used by other individuals with whom the blind or visually impaired individuals interact
 6. Integrating into networks used to share communications among employees, program participants, and the public
 7. Providing the capability of equivalent access by non-visual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired
- C. State agencies cannot claim a product as a whole is not reasonably available because no product in the marketplace meets all the standards. Agencies **must** evaluate products to determine which product best meets the standards. If an agency purchases a product that does not best meet the standards, the agency must provide written documentation supporting the selection of a different product, including any required reasonable accommodations.
- D. For purposes of this section, the phrase “equivalent access” means a substantially similar ability to communicate with, or make use of, the technology, either directly, by features incorporated within the technology, or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state and federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands or other means of navigating graphical displays, and customizable display appearance. As provided in Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, if equivalent access is not reasonably available, then individuals who are blind or visually impaired shall be provided a reasonable accommodation as defined in 42 U.S.C. §12111(9), as it existed on January 1, 2013.
- E. If the information manipulated or presented by the product is inherently visual in nature, so that its meaning cannot be conveyed non-visually, these specifications do not prohibit the purchase or use of an information technology product that does not meet these standards.

Publicity. Vendor agrees that it shall not publicize this agreement or disclose, confirm or deny any details thereof, to third parties or use any photographs or video recordings of the University name in connection with any sales promotion or publicity event without the prior express written approval of the University.

Reservation. This solicitation does not commit UAFS to award a contract, to pay costs incurred in the preparation of a proposal in response to this request, or to procure or contract for commodities or services.

General Requirements – State of Arkansas.

- All bidders shall conform to the requirements of Arkansas Code Annotated 17-25-101, Arkansas State Licensing Law for Vendors.
- Pursuant to Ark. Code Ann. 229203, the Owner encourages all small, minority, and women owned business enterprises to submit bids for capital improvements. Encouragement is also made to all general Vendors that in the event they subcontract portions of their work, consideration is given to the identified groups.
- All bidders must hold a current General Vendors License. License must be valid in the state of Arkansas and accepted by Ark. Code 17-25-101.
- Bidders shall conform to the requirements of the Arkansas licensing laws and regulations for Vendors, and shall be licensed before the bid is submitted, except as otherwise provided for federally funded projects, and therefore excepted by Ark. Code Ann. §17-25-315.
- The Owner reserves the right to waive any formalities in, or to reject any or all bids.
- No bidder may withdraw his bid within 60 days after the date of the opening thereof.
- The University of Arkansas at Fort Smith is an Equal Opportunity Employer and complies with the requirements of the Americans with Disabilities Act.
- Bidders are hereby notified that any bidder who desires to enter into Contract for this work must comply with disclosure requirements pursuant to Governor’s Executive Order 98-04. Submission to the Owner of completed Disclosure forms will be a condition of the Contract. The Owner cannot enter into any contract which does not obligate the Vendor to require the submission of Disclosure forms for subvendors.

Restriction of Boycott of Israel

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

CONTRACT REQUIREMENTS

SECTION 7

7.1 CONTRACT PERIOD

The required services described herein are to commence with a mutually agreed upon start date. The initial term of any contract resulting from this RFP ("Term") will be for a period of four (4) years. The University reserves the option to renew the contract on a yearly basis, each renewal a Term, not to exceed an aggregate total of seven (7) years if mutually agreed upon in writing by the Contractor and the University.

7.2 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. 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.

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.

7.3 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

7.4 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.

7.5 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.

7.6 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 by 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.

7.7 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.

7.8 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

7.9 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.

7.10 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.

7.11 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.

OFFICIAL PRICE SHEET SECTION 9

If pricing is dependent on any assumptions that are not specifically stated on this Official Price Sheet, please list those assumptions accordingly on a separate spreadsheet and show detailed pricing. Any additional pricing lists should remain attached to the Official Price Sheet for purposes of accurate evaluation. 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.

The University will not be obligated to pay any costs not identified accordingly. The respondent must certify that any costs not identified by the respondent, but subsequently incurred in order to achieve successful operation of the service, will be borne by the respondent. Failure to do so may result in rejection of the bid.

Vendor may use additional sheet if pricing model is different than the one provided.

ITEM	DESCRIPTION	PRICE	
1	Implementation fees (if any)	\$	
2	Training & support fees (if any)	\$	
3	Annual maintenance (if any)	\$	
5	Other	\$	
4	Proctoring fees	First hour price "Pay as you go"	Additional hour "Pay as you go"
	Auto-Authentication	\$	\$
	Live-Authentication	\$	\$
	Auto-Proctoring	\$	\$
	Record and Review Proctoring	\$	\$
	Live Proctoring	\$	\$
	Grand Total	\$	\$

**BID SIGNATURE / ACKNOWLEDGEMENT PAGE AX-23-001
SECTION 10**

**THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH YOUR
PROPOSAL RESPONSE**

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. _____

Signature

Name & Title (Typed or Printed)

Company Name

Address and Telephone

Employer Identification Number

ATTENTION BIDDERS – EO POLICY

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

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

Submitting the EO Policy is a one-time requirement. The University of Arkansas at Fort Smith Procurement Department will maintain a database of policies or written responses from bidder.

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

Please complete and return the attached form with your bid.

Should you have any questions regarding this requirement, please contact this office by calling (479)788-7073.

REQUIRED EQUAL OPPORTUNITY POLICY INFORMATION (to be completed by businesses or person submitting response)

Check appropriate box:

EO Policy attached

EO Policy previously submitted to UAFS Procurement Department

Company or Individual Name:

Title:_____ **Date:**_____

Signature_____

RFP CHECKLIST SECTION 11

- Introductory Cover Letter
- Exceptions (any exceptions to this RFP, contract or state requirements, etc.)
- Bid Signature / Acknowledgement Page
- Official Price Sheet - Price Proposal
- Contract & Grant Disclosure
<https://www.dfa.arkansas.gov/images/uploads/procurementOffice/contgrantform.pdf>
- EEO Policy
- Certification – Israel Boycott
<https://www.dfa.arkansas.gov/images/uploads/procurementOffice/RFPBoycottIsraelCertForm.pdf>
- Certification – Employment of Illegal Immigrants
<https://www.ark.org/dfa/immigrant/index.php/disclosure/submit/new>
- Letters of Recommendation
- VPAT (required for software) A blank copy of the Voluntary Product Accessibility Template (VPAT) form is available here: http://www.uafs.edu/sites/default/files/Departments/vpat-fill-in_blank.pdf.