

| REQUEST FOR PROPOSALS NO. 16-001  |  |                        |
|---|--|------------------------|
| <b>ARKANSAS TECH UNIVERSITY</b><br>Purchasing Department<br>Young Building East End<br>203 West O Street<br>Russellville, AR 72801-2222   | <b>PROPOSALS MUST BE SUBMITTED IN A SEALED ENVELOPE WITH THE RFP NUMBER, OPENING DATE AND TIME SHOWN ON THE OUTSIDE OF THE ENVELOPE.</b><br><br><i><b>FAXED RESPONSES WILL <u>NOT</u> BE ACCEPTED.</b></i> |                        |
| <b>RESPONSE DUE BY:</b>   | <b>January 28, 2016</b>  | <b>TIME: 4:00 p.m.</b> |
| DESCRIPTION   |  |                        |
| Arkansas Tech University is soliciting sealed proposals for Avatar Based Learning Software.<br><br>Respondent is responsible for checking the web site for any addenda.<br><a href="http://www.atu.edu/purchasing/">http://www.atu.edu/purchasing/</a><br>In left-hand menu, select "Current Bids, RFP's and RFQ's. |  |                        |

### **SCOPE:**

The goal of this project is to provide Arkansas Tech University with software simulation services, avatar based, interactive system that provides data storage and web-based access to low bandwidth simulation scenarios.

### **EXPECTATIONS OF SERVICE:**

Hands-on interactive installation of working version of software system

Technical support

Training

Service hours

Working version of software system to integrate with Windows operating system

Design assistance with scenarios for live simulations

Live simulations

High level of fidelity supervision

Customization of avatars specific to university needs

**GENERAL SUBMITTALS:**

Provide a brief history of the company, including experience and expertise

Include a resume' of all individuals who will have contact with the University listing their experience and areas of expertise

Provide a list of all software included in price quote with a brief description of functionality

Provide a list of all software provided at No Charge with a brief description of functionality

Provide a list of other modules available, including price and a brief description of functionality

Describe the security features of the software

Provide a list of hardware and/or any other software required (MS SQL, LDAP, etc)

Provide a list of all services provided throughout the implementation and "go live" process

Provide an outline of the process and a time schedule

Provide a list of not less than three (3) references currently using similar software. Include the name of the person most familiar with the software and a telephone number.

Complete and return the attached the EEO Policy Form

Complete and return the attached Illegal Immigrant Certification Form

Complete and return the contract & grant disclosure form

**PRICES:**

In a SEPARATE SEALED ENVELOPE, provide a fee schedule for all proposed costs and services including:

- A. Purchase price or licensing fee
- B. Cost for annual maintenance
- C. Any other one-time fees
- D. Any other recurring fees
- E. Cost for training of University staff
- F. Estimated costs for any travel expenses

**QUESTIONS:**

Provide answers to the following questions:

1. Is the software web-based?
2. Does the software maintenance include upgrades, updates and enhancements at no additional cost to the University?
3. What information will be required from the University to implement the software? In what format?

**SUCCESSFUL RESPONDENT'S REQUIREMENTS:**

See attachment "A"

CONTRACT/AGREEMENT TERMS & CONDITIONS as Required by Arkansas Law and/or University Policy.

**ASSIGNMENT:**

Any resultant contract shall not be assigned without the express written consent of the University. It is the intent of the University that the respondent and persons under his/her direct supervision perform all services.

**EVALUATION CRITERIA:**

If requested, respondent must be willing to provide an oral presentation. The presentation will be for explanations only and will NOT include negotiation. A demonstration via the Internet may be requested.

The University will evaluate the proposals based on, but not limited to, the following criteria:

- Company experience on similar projects
- References
- Functionality of software
- Web-based technology
- Expertise of personnel
- Customer service provided
- Price

**Proprietary Information:**

Proprietary information submitted in response to this RFP will be processed in accordance with the applicable State of Arkansas procurement procedures. Documents pertaining to the RFP become the property of the University and shall be open to public inspection subsequent to proposal opening. It is the responsibility of the respondent to identify all proprietary information.

**Award:**

The University reserves the right to negotiate with the firm(s) selected for best and final offer.

Award will be made in the best interest of the University; and the University's decision is final. However, the University reserves the right not to award any contract pursuant to this RFP.

Proposals that are substantially incomplete or lack key information will be rejected.

**PROPOSAL SUBMISSION:**

Vendors interested in submitting proposals must submit all documentation by 4:00 p.m. local time, January 28, 2016. **Send RFP in secure file to [jholloway@atu.edu](mailto:jholloway@atu.edu) mark subject line RFP 16-001 Response.**

**If you wish to mail a copy, please send to address below:**

Arkansas Tech University  
Purchasing Department  
203 West O Street  
Young Building, Suite 101  
Russellville, AR 72801-2222

An authorized representative of the respondent must sign the original proposal. Failure to do so may result in rejection of response.

**POINT OF CONTACT:**

The University's SOLE point of contact shall be Jessica Holloway, APO. Address any questions or requests for additional information to her at:

Tel: 479-968-0269  
Fax: 479-968-0633  
Email: [jholloway@atu.edu](mailto:jholloway@atu.edu)

Requests for *procedural* clarification may be verbal.

Requests for additional information MUST be emailed by **January 25, 2016**.

**Performance Based Standards:**

Arkansas Code 19-11-267 requires the use of performance based standards on any resultant contract by the university.

| Time & Materials Contracts   |   |
|--|---|
| Standards  | Remedies  |
| Services are provided in a timely and professional manner                                    | Vendor must provide an acceptable remediation plan                                      |
| 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 |
|  | Replacement resources acceptable to Arkansas Tech University may be required            |
|  | Contract may be cancelled   |

**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.

**Attachment A**  
Terms & Conditions specific to RFP

A. Arkansas Tech may **NOT** contract with another party:

1. To pay any penalties or charges for late payment or any penalties or charges which in fact are penalties for any reason.
2. To indemnify and defend that party for any liability and damages. However, the State may agree to hold the other party harmless from any loss or claim resulting directly from and attributable to University use or possession of equipment and reimburse that party for the loss caused solely by the University's use or possession (this is the only form of indemnification to which the State can agree).
4. Upon default to pay all sums to become due under a contract.
5. To pay damages, legal expenses or other costs and expenses of any party.
6. To continue a contract once the equipment has been repossessed.
7. To conduct litigation in a place other than the Arkansas State Claims Commission.
8. To agree to any provision of a contract that violates the laws or Constitution of the State of Arkansas.

B. A party wishing to contract with the University should:

1. Remove any language from its contract that grants to it any remedies other than:  
The right to possession  
The right to accrued payments  
The right to expenses of de-installation  
The right to expenses of repair to return the equipment to normal working order, normal wear and tear expected.  
The right to recover only amount due up to the point of repossession and any unamortized nonrecurring costs as allowed by Arkansas Law.
2. Remove any language from its contract that limits its liability in tort.
3. Include in its contract that the laws of the State of Arkansas govern the contract.
4. Acknowledge in its contract that contracts become effective when awarded by the University.
5. Acknowledge that the contract is subject to approval by the Arkansas General Assembly and/or any committee or sub-committee of the Arkansas General Assembly in its or their sole discretion. In the event such legislative approval is not granted or is otherwise withheld, this contract shall terminate automatically with no penalty to Arkansas Tech University.
6. Agree that it will not allow any of its employees that are registered sex offenders to enter the campus of Arkansas Tech University. Company must also agree that it will not permit any of its employees

who have been convicted of a felony involving force, violence, or possession or use of illegal drugs to work on this campus.

7. Agree that the company will not discriminate against any person based on race, religion, color, national origin, sex, age, disability, genetic information or veteran's status during the term of the contract.

C. Arkansas Tech **MAY** contract with another party:

1. To agree to the following provisions:

In the event funds are not appropriated for the equipment described in this agreement, the University may, upon 30 days written notice to vendor/ lessor, cancel this agreement as to that equipment for which no appropriations were made, or, in the event that there are no funded appropriations from which payment can be made for the equipment described in this agreement, customer may, upon 30 days written notice to vendor/ leaser, cancel this agreement as to that equipment for which there are no funded appropriations from which payment can be made for the equipment.

D. Attorney General's Opinion 94-101:

"In the event that the anticipated term of any contract (which includes a continuing financial obligation of the State) extends beyond the current biennial period, the contract will be terminable on the part of the State at the end of the current biennial period. *The Director of the Office of State Procurement must approve any and all terminations. The State may agree to continue the contract, but in no case will any renewal cause the contract to continue beyond a biennial period for which the contract is renewed.* Any services or products on contract accepted by the State must be paid for but this does not obligate the State to continue the contract beyond the end of the biennial period."

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Act 2157 of 2005 of the Arkansas Regular Legislative Session requires that any business or person responding to a Request for Proposal submit their most current Equal Employment Opportunity policy (EEO Policy).

Although vendors are encouraged to have a viable equal opportunity policy, a written response stating that the respondent does not have an EEO Policy will be considered that vendor's response and will comply with the requirement of Act 2157.

Submitting your EEO Policy is a one-time requirement. The Arkansas Tech University Purchasing Department will maintain a file of the EEO Policies or written responses received.

**This is a mandatory requirement when submitting a proposal. Failure to submit an EEO Policy or response may result in rejection of your proposal.**

If you have any questions, please call the Purchasing Department at 479-968-0269.

Thank you.

Jessica Holloway, APO  
Purchasing Program Manager

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

- \_\_\_\_\_ EEO Policy attached
- \_\_\_\_\_ EEO Policy previously submitted to ATU Purchasing Department
- \_\_\_\_\_ EEO Policy is not available

\_\_\_\_\_  
Name of Company or Person

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (printed or typed)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



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**Purchasing Department**  
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**Russellville, AR 72801-2222**  
**Tel: 479-968-0269**  
**Fax: 479-968-0633**

Act 157 of 2007 of the Arkansas Regular Legislative Session **requires** that any business or person responding to a Request for Proposal (RFP) for professional services, technical and general services or any category of construction in which the total dollar value is \$25,000 or greater **certify, prior to the award of the contract**, that they do not employ or contract with any illegal immigrants. Bidders are to certify online at:

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

**This is a mandatory requirement. Failure to certify may result in rejection of your proposal, and no award will be made to a vendor who has not so certified.** If you have any questions, please contact the Purchasing Department.

Thank you.

Jessica Holloway, APO  
Purchasing Program Manager

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

Please check the appropriate statement below:

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

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

|                                    |  |
|------------------------------------|--|
| Name of Company                    |  |
| Mailing Address                    |  |
| City, State & Zip                  |  |
| Signature                          |  |
| Name & Title<br>(printed or typed) |  |
| Date                               |  |