

University of Arkansas
For Medical Sciences
Invitation to Bid

SUBMIT BID TO:

If mailed first class send to:
University of Arkansas for Medical Sciences
Procurement Services
4301 West Markham Street, Slot-542
Little Rock, AR 72205

If mailed overnight or hand delivered send to:
University of Arkansas for Medical Sciences
Procurement Services Department
Westmark Building, Rm. 111
4120 West Markham Street
Little Rock, AR 72205

General Description: DESKTOP SOLUTION FOR OUTGOING SHIPMENTS

Delivery: As Requested

Date: 12/15/2004
Bid Opening Date: 01/06/2005
Bid Opening Time: 01:00 PM
Bid Number: 2004-0570
Type of Contract: Term Formal
Buyer: Betty Foster
Contract Period: Two years from Date of Award*
Phone: (501) 686-6135

F.O.B: Distribution Services-591
University of Arkansas for Medical Sciences
4301 West Markham Street
Little Rock, AR 72205

Bid envelope should be properly marked as to bid number, date and hour of bid opening, and bidders return address. Bids must be submitted to UAMS Procurement Services on or before bid opening time and date to be accepted.

Company Name: _____
Address: _____

Name (Type or Printed): _____
Title: _____

Phone: _____

Fax: _____

FED ID no: _____

Signature: _____

(Bid must be signed. Unsigned bids will not be considered)

STANDARD TERMS AND CONDITIONS

1. **GENERAL:** Any special terms and conditions included in the Invitation for Bid override these standard terms and conditions. The standard terms and conditions and any special terms and conditions become part of any contract entered into if any or all parts of the bid are accepted by the University.
2. **ACCEPTANCE AND REJECTIONS:** The University reserves the right to accept or reject all or any part of a bid or any and all bids, to waive minor technicalities and to award the bid to best serve the interest of the University.
3. **BID SUBMISSION:** Bids must be submitted on this form with attachments, when appropriate, on or before the date and time specified for bid opening. If this form is not used, the bid may be rejected. Each bid should be placed in a separate envelope completely and properly identified. The bid must be typed or printed. Late bids will not be considered under any circumstances. **SIGNATURE:** Failure to sign the bid will disqualify it. The person signing the bid should show title or authority to bind his firm in a contract.
4. **NO BID:** If submitting a bid, the bidder should respond by returning the front page of this form, marking it "NO BID" and explaining the reason on the bid. The bidder may be removed from the bidders' list by failure to respond three times in succession.
5. **PRICES:** Quote FOB destination. Bid the unit price. In case of errors in extension, unit prices shall govern. Prices are firm and not subject to escalation unless otherwise specified in the Invitation for Bid. Unless otherwise specified, the bid must be firm for acceptance for thirty days from the bid opening date. "Discounts from list" bids are not acceptable unless requested in the Invitation for Bid.
6. **BRAND NAME REFERENCES:** Any catalog brand name or manufacturer's reference used in the bid invitation is descriptive only, not restrictive, and used to indicate the type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than referenced specifications, the bid must show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer's illustrations and complete descriptions of the product offered. The University reserves the right to determine whether a substitute offered is equivalent to, and meets the standards of the item specified, and the University may require the bidder to supply additional descriptive material. The bidder guarantees that the product offered will meet or exceed specifications identified in this bid invitation. If the bidder takes no exception to the specifications or reference data, he will be required to furnish the product according to brand names, numbers, etc., as specified in the invitation.
7. **GUARANTY:** All items bid shall be newly manufactured, in first class condition, latest model and design, including, where applicable, containers suitable for shipment and storage, unless otherwise indicated in the bid invitation. The bidder hereby guarantees that everything furnished hereunder are to be installed by the bidder, such items will function properly when installed. The bidder also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The bidder's obligations under this paragraph shall survive for a period of one year from the date of delivery, unless specified herein.
8. **SAMPLES:** Samples, or demonstrators, when requested, must be furnished free from expense to the University. If samples are not destroyed during reasonable examination, they will be returned to the bidder, if requested, within ten days following the opening of bids, at the bidder's expense. All demonstrators will be returned after reasonable examination. Each sample should be marked with the bidder's name and address, bid number and item number.
9. **TESTING PROCEDURES FOR SPECIFICATIONS COMPLIANCE:** Tests may be performed on samples demonstrators submitted with the bid or on samples taken from regular shipment. In the event product tests fail to meet or exceed all conditions and requirements of the specification, the cost of the sample used and the reasonable cost of the testing shall be borne by the bidder.
10. **AMENDMENTS:** The bid cannot be altered or amended after the bid opening except as permitted by regulation.
11. **TAXES AND TRADE DISCOUNTS:** On items subject to Federal Excise Taxes, a bidder MUST state the amount of tax included in prices quoted. The University is exempt from payment of such taxes and exemption certificates will be issued covering the amount of such taxes included in the bid. State "use" or "sales" taxes are NOT included in bid prices, but where required by law, will be paid by the University as an addition thereto on purchase or commodities.
12. **TYPE OF CONTRACTS:** (A) TERM contracts are for "requirements" during a definite period of time as stated but quantities shown are estimated and may vary. A Contract Award will be issued to the successful bidder. It results in a binding obligation without further action by either party. This award does not authorize shipment. Shipment against a term contract is authorized by the receipt of a "Delivery Order" from the ordering Department. (B) FIRM contracts are for a fixed number of units to be delivered immediately upon receipt of award or at such time(s) and in such quantities as may have been stated in proposal. A written University Purchase Order mailed, or otherwise furnished, to the successful bidder with the time of acceptance specified in the Invitation for Bid results in a binding contract without further action by either party.
13. **DELIVERY TIME:** Bid must show number of days required to place commodity in designated location under normal conditions. Failure to state delivery time obligates bidder to complete delivery in thirty calendar days. Unrealistically short or long delivery promises may cause bid to be disregarded. Consistent failure to meet delivery promises without valid reason may cause removal from bid list. If delay is foreseen, contractor shall give written notice to the University Purchasing Official. The University Purchasing Official has the right to extend delivery if reasons appear valid.
14. **DELIVERY REQUIREMENTS:** No substitutions or cancellations are permitted without written approval of the University Purchasing Official. Delivery shall be made during agency work hours only, 7:30 a.m. to 3:00 p.m., unless prior approval for other delivery has been obtained from the University. Packing memoranda shall be enclosed with each shipment. Final inspection and acceptance or rejection will be made after delivery. Items rejected because of nonconformance or damage shall be removed and replaced immediately with those which meet specifications, all at the expense of the contractor.
15. **DEFAULT:** All commodities furnished will be subject to inspection and acceptance of the University after delivery. Backorders, default in promised delivery, or failure to meet specifications, authorize the University Purchasing Official to cancel this contract or any portion of it and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting contractor. The contractor must give written notice to the University Purchasing Official of the reason and the expected delivery date. Consistent failure to meet delivery without a valid reason may cause removal from the bidders' list or suspension of eligibility for award.

16. **VARIATION IN QUANTITY:** The University assumes no liability for commodities produced, processed or shipped in excess of the amount specified herein.
17. **UNIVERSITY PROPERTY:** Any specifications, drawings, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the contractor hereunder or in contemplation hereof or developed by the contractor for use hereunder shall remain property of the University, be kept confidential, be used only as expressly authorized, and returned at the contractor's expense to the FOB point, properly identifying what is being returned.
18. **PATENTS OR COPYRIGHTS:** The contractor agrees to indemnify and hold the University harmless from all claims, damages, and costs, including attorneys' fees, arising from infringement of patents or copyrights.
19. **ASSIGNMENT:** Any contract entered into pursuant to this Invitation for Bid can not be assigned nor the duties thereunder delegatable by either party without the written consent of the other party of the contract.
20. **OTHER REMEDIES:** In addition to the remedies outlined herein, the University has the right to pursue any other remedy permitted by law or in equity.
21. **LACK OF FUNDS:** The University may cancel this contract to the extent 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 contractor by the University. If the University is unable to return commodities in normal condition and there are no funds legally available to pay for the goods, the contractor may file a claim with the Arkansas Claims Commission. If the contractor has provided services and there are no longer funds legally available to pay for the services the contractor may file a claim.
22. **DISCRIMINATION:** In order to comply with the provisions of ACT 954 of 1977, relating to unfair employment practices, the bidder agrees as follows: (a) the bidder 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 bidder will state that all qualified applicants will receive consideration requested by the Human Resources Commission for the purpose of determining compliance with the statute; (d) failure of the bidder to comply with the statute, the rules and regulations promulgated thereunder and this nondiscrimination clause shall be deemed a breach of contract and it may be canceled, terminated or suspended in whole or in part; (e) the bidder will include the provisions of items (a) through (d) in every subcontract so that such provisions will be binding upon such subcontractor or vendor.
23. **CONTINGENT FEE:** The bidder guarantees that he has not retained a person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the bidder for the purpose of securing business.
24. **ANTITRUST ASSIGNMENT:** As part of the consideration for entering into any contract pursuant to this Invitation for Bid, the firm named on the front of this Invitation for Bid, 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.
25. **INTEREST AND CARRYING CHARGES:** A contract may be entered into which contemplates the payment of interest, late charges, *but only when such late charges are incurred sixty (60) days after payment is due.*
26. **DISCLOSURE REQUIRED BY EXECUTIVE ORDER 98-04:** Any contract or amendment to a contract executed by an agency which exceeds \$10,000 shall require the contractor to disclose information as required under the terms of Executive Order 98-04 and the Regulation pursuant thereto. Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this contract. Any contractor whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subjected to all legal remedies available to the agency.
27. **MEDICARE EXCLUSION NOTICE :** Contractor represents and warrants that it is not excluded from participation, and is not otherwise ineligible to participate, in a "Federal health care program" as defined in 42 U.S.C § 1320a-7b(f) or in any other government payment program. In the event the Contractor is excluded from participation, or becomes otherwise ineligible to participate in any such program during the Term of any resultant contract award, Contractor will notify UAMS in writing within three (3) days after such event, and upon the occurrence of such event, whether or not such notice is given to UAMS, UAMS may immediately terminate the contract upon written notice to Contractor.
28. All invoices received in the UAMS Accounts Payable Department containing insufficient information for processing shall be immediately returned to the Vendor.
29. All patient care medical equipment must be delivered to UAMS Clinical Engineering Department, Room 1M/403, prior to delivery to the requesting department. A complete set of service manuals *must* be delivered with the equipment.
30. Bidder must be an authorized distributor of the equipment. Prior to award of a contract, bidder may be required to submit a letter from the manufacturer as proof of authorization. Subcontract the award of contract shall not be allowed.

**UNIVERSITY OF ARKANSAS FOR MEDICAL
SCIENCES**

REQUEST FOR PROPOSAL

**ENTERPRISE DESKTOP SOLUTION FOR
OUTGOING SHIPMENTS**

PART I

GENERAL INFORMATION FOR BIDDERS

1.0 INTRODUCTION

The University of Arkansas for Medical Sciences (UAMS) is considering entering into a contract for a Desktop Solution for Outgoing Shipments. The bidder's proposal must meet the mandatory requirements for the entire turn-key solution. The contract will be for two years with an option to renew annually for five additional one-year periods.

1.1 CURRENT ENVIRONMENT

The mission of the University of Arkansas Medical Sciences Campus is to provide exemplary comprehensive education with training programs for the health professions, to offer health services to meet the needs of our patients in the state and region, while conducting programs of research in human health and disease.

The UAMS campus includes the University Hospital (260 active beds), 50+ outpatient clinics, physician billing (500+ physicians), colleges (Medicine, Pharmacy, Nursing, Public Health, & Health Related Professions), and research facilities.

1.2 ISSUING AGENCY

This Request for Proposal (RFP) is issued for the University of Arkansas for Medical Sciences Procurement Services. The issuing department is the sole point of contact for the University of Arkansas for Medical Sciences for the selection process. Vendor questions regarding RFP related matters should be addressed to Betty Foster, (Director, Procurement Services/Purchasing Official) at the University of Arkansas for Medical Sciences, (501) 686-6135. During the time between the bid opening and contract award, any contact concerning this RFP will be initiated by the issuing office or requesting entity and not the vendor. Specifically, the person named above will initiate all contact.

1.3 CAUTIONS TO BIDDERS

UAMS reserves the right to accept or reject in part or its entirety, any bid received as a result of this RFP if it is in the best interest of UAMS to do so. Bids may be rejected for one or more, but not limited to, the following reasons:

- A. Failure of the bidder to adhere to one or more of the provisions established in this RFP.**
- B. Failure of the bidder to submit his bid in the format specified in Section 1.5 Bid Format.**

- C. Failure of the bidder to submit his bid(s) on or before the deadline established by Procurement Services and stated on the bid cover sheet.
- D. Failure of the bidder to adhere to generally acceptable ethical and professional principles during the bidding and selection process.
- E. Failure to adhere to Section 1.2 Issuing Agency, pertaining to contacting UAMS after bid opening.
- F. Failure of the bidder to respond to a request for oral or written demonstrations or presentations.
- G. Failure of the bidder to comply with the intent of any statement in this document which has the word "must", "should", or "shall" in it.
- H. Failure of the bidder to have an authorizing officer sign the bid.

1.4 CONDITIONS AND TERMS OF BID

If the bidder submits standard terms and conditions with the bid, and if any section of those terms is in conflict with the laws of the State of Arkansas, the State laws shall govern. Standard terms and conditions submitted may need to be altered to adequately reflect the requirements of this invitation, the bidder's response and Arkansas State law.

1.5 BID FORMAT

VENDORS MUST SUBMIT ONE (1) SIGNED AND FOUR (4) COPIES OF THEIR BID.

All paragraphs of Parts I, II, and III of this RFP must be responded to by the bidder. Starting with Paragraph 1.0, bidders must address each of the requirements of this RFP by the same paragraph number sequence, stating the requirement and providing a response. Bidder responses should contain sufficient information and/or detail for UAMS to determine if the bidder has met ALL aspects of the requirement and for UAMS to further evaluate the merit of the bidder's response. Paragraphs not needing a specific bidder statement may be responded to with the words "concur" or "acknowledge". If the bidder refers to handbooks and technical documentation as part of his response, such references must include page and paragraph information to allow UAMS to quickly locate the reference. Bidder responses containing ONLY page and paragraph references to handbooks and technical documentation will not be acceptable. If a bidder fails to respond to a paragraph, the lack of response will be interpreted as an affirmative response.

1.6 TYPE OF CONTRACT

This contract will be a two (2) year term contract from the date of award with five (5) twelve-month renewal options after the second year. Vendor must agree to a fixed price in their proposed price schedule during the duration of the contract. The vendor will receive notification 30 days prior to contract renewal.

During the initial term or any renewal period, this contract may be cancelled without cause by either party by 120 days written notice.

The RFP, the bidder's proposal and any other official documentation associated with this bid will become part of the resulting contract.

1.7 PAYMENT AND INVOICE PROVISIONS

The successful vendor shall not be responsible for submitting invoices. The purchase order will be processed for Evaluated Receipt Settlement (ERS) automatic payments. Payment will be made in accordance with applicable State of Arkansas accounting procedures consistent with acceptance standards. UAMS may not be invoiced in advance of delivery and acceptance of any services.

1.8 PROPRIETARY INFORMATION

Proprietary information submitted in response to this RFP will be processed in accordance with applicable State of Arkansas procurement procedures. Bids and documents pertaining to the RFP become the property of the State and shall be open to public inspection subsequent to bid opening. All items or addendums that the vendor desires to be treated as proprietary must be marked appropriately and sealed separately.

1.9 RESERVATION

This RFP does not commit the University of Arkansas for Medical Sciences to award a contract, or to pay costs incurred in the preparation of a bid in response to this request, or to procure or contract for services or supplies. The University of Arkansas for Medical Sciences reserves the right to accept or reject in its entirety any bid received as a result of the RFP, if it is in the best interest of the University.

1.10 LETTER OF INTENT TO BID FROM VENDORS

Vendors planning to submit a bid as a result of this RFP are requested to send a Letter of Intent to Bid before the date indicated in SCHEDULE OF EVENTS, Section 1.26. Bidders' not submitting letters of intent to bid are advised that they may not receive subsequent information relating to this specific bid. All subsequent information will be on file with Procurement Services and available for vendor review.

1.11 CLARIFICATION OF RFP AND QUESTIONS

If additional information is necessary to enable bidders to better interpret the information contained in the RFP, written questions will be accepted until the close of business on the date indicated in SCHEDULE OF EVENTS, Section 1.26. Written responses to questions submitted in writing will be consolidated and provided to vendors who submitted questions and/or an affirmative Letter of Intent. Answers to verbal questions may be given as a matter of courtesy and must be evaluated at bidder's risk.

1.12 ORAL AND/OR WRITTEN PRESENTATIONS

Bidders shall make oral/written presentations to more fully explain their bids, if so requested. UAMS will schedule the time and location of each presentation. All presentations are subject to be recorded.

Vendor refusal to honor the request for oral presentation, or inability of vendor to provide an acceptable presentation will result in rejection of the bid.

1.13 PRICE DECREASE

UAMS shall be guaranteed full benefit of all sales promotions and general price schedule reductions. These benefits must be extended to all purchase orders received but not processed prior to the effective date of the price reduction. All price reductions must be submitted, in writing, to the UAMS Purchasing Official. The Purchasing Official will be responsible for notifying the appropriate department(s) of the pricing changes.

1.14 BID OPENING DATE AND LOCATION

To be considered, bids must be received prior to the time and date specified on the Invitation to Bid sheet at the following address:

IF MAILED, TO:

Betty Foster
Procurement Services - Slot 542
University of Arkansas Medical Sciences
4301 West Markham Street
Little Rock, Arkansas 72205

**IF DELIVERED OR EXPRESS
MAILED, TO:**

Betty Foster
Procurement Services
4120 West Markham
Room 111
Little Rock, AR 72205

Bids shall be publicly opened and announced at that time, and become public information under the laws of the State of Arkansas.

1.15 CONTRACT INFORMATION

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

- A. The State of Arkansas may not contract with another party:

1. To lease any equipment or software for a period of time which continues past the end of a fiscal year unless the contract allows cancellation by the University of Arkansas for Medical Sciences upon 30 days written notice whenever there are no funded appropriations for the equipment or software.
2. To pay any penalties or charges for late payment or any penalties or charges which in fact are penalties for any reason.
3. To indemnify and defend that party for any liability and damages. However, the University of Arkansas for Medical Sciences may agree to hold the other party harmless from any loss or claim resulting directly from and attributable to the University's use or possession of equipment or software 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 University of Arkansas for Medical Sciences 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 Pulaski County, Arkansas.
8. To agree to any provision of a contract which violates the laws and constitution of the State of Arkansas.

B. A party wishing to contract with the University of Arkansas for Medical Sciences should:

1. Remove any language from its contract which grants to it any remedies other than:
 - The right to possession.
 - The right to accrued payment.
 - The right to expenses of de-installation.
 - The right to expenses of repair to return the equipment to normal working order, normal wear and tear excluded.
 - The right to recover only amounts due at the time of repossession and any unamortized non-recurring cost as allowed by Arkansas Law.
2. Include in its contract that the laws of the State of Arkansas govern the contract.
3. Acknowledge in its contract that contracts become effective when awarded by the University of Arkansas for Medical Sciences.

- C. The University of Arkansas for Medical Sciences may contract with another party:
1. To accept the risk of loss of the equipment or software and pay for any destruction, loss or damage of the equipment or software while UAMS has such risk, when the extent of liability for such risk is based upon the purchase price of the equipment or software at the time of any loss and the contract has required UAMS to carry insurance for such risk.
 2. To lease any hardware or software for a period of time which continues past the end of a fiscal year provided that in the event funds are not appropriated for the equipment/software described in this agreement, UAMS may, upon thirty (30) days written notice to the vendor/lessor, cancel this agreement regarding that equipment/software 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/software described in this agreement, UAMS may upon thirty (30) days written notice to the vendor/lessor, cancel this agreement as to that equipment/software for which there are no funded appropriations from which payment can be made for the equipment/software.

1.16 CURRENT ARKANSAS USURY STATUS

Maximum Lawful Rates of Interest.

(a) General Loans:

(i) The maximum lawful rate of interest on any contract entered into after the effective date hereof shall not exceed five percent (5%) per annum above the Federal Reserve Discount Rate at the time of the contract.

(ii) All such contracts having a rate of interest in excess of the maximum lawful rate shall be void as to the unpaid interest. A person who has paid interest in excess of the maximum lawful rate may recover, within the time provided by law, twice the amount of interest paid. It is unlawful for any person to knowingly charge a rate of interest in excess of the maximum lawful rate in effect at the time of the contract, and any person who does so shall be subject to such punishment as may be provided by law.

(b) Consumer loans and Credit Sales: All contracts for consumer loans and credit sales having a greater rate of interest than seventeen percent (17%) per annum shall be void as to principal and interest and the General Assembly shall prohibit the same by law.

(c) Definitions: As used herein, the term:

(i) "consumer loans and credit sales" means credit extended to a natural person in which the money, property, or service which is the subject of the transaction is primarily for personal, family or household purposes.

- (ii) "Federal Reserve Discount Rate" means the Federal Reserve Discount Rate on ninety-day commercial paper in effect in the Federal Reserve Bank in the Federal Reserve District in which Arkansas is located.

(d) Miscellaneous:

- (i) The rate of interest for contracts in which no rate of interest is agreed upon shall be six percent (6%) per annum.
- (ii) The Provisions hereof are not intended and shall not be deemed to supersede or otherwise invalidate any provisions of federal law applicable to loans or interest rates including loans secured by residential real property.
- (iii) The provisions hereof revoke all provisions of State law, which establish the maximum rate of, interest chargeable in the State or which are otherwise inconsistent herewith.

The apparent, responsive, responsible low bidder, by the signing of this IFB, agrees to reduce their offer, if necessary, in order to be within usury rate limitations at the time of contract finalization.

IRS TAX CERTIFICATION INFORMATION

The University of Arkansas is a state institution. It is an organization described in the Internal Revenue Code 170(b) (1) (A) (v), in that it is described in Code 170 (c) (1). The University also falls within Code 509(a) (1) in that it is an organization described in Code 170(b) (1) (A). The taxpayer ID# is 71-6046242.

No other certification will be agreed to or stated by the University including, but not limited to, bank eligibility certificates.

Temporary regulations under Section 149 of the Code require an 8038-GC form be filed annually for all bond issues with an issue price of more than \$100,000. In the event the bidder submits a completed 8030-GC or 8038-G form, only the original equipment cost should be indicated.

PARTICIPATION OF PUBLIC DISTRIBUTION

At the time of the signing of the Agreement, the Lessor shall certify that:

1. The Lessor is entering into the Agreement for its own account or intends to sell to an individual or an entity meeting the requirements of (3) and (4) below and who has no intention of redistribution;
2. The Lessor is entering into the Agreement for investment and not with the intent to resell or redistribute or intends to sell to an individual or entity meeting the requirements of (3) or (4) below;

3. The Lessor has knowledge and experience in financial and business matters that renders it capable of evaluating the merits and risks of investment in the Agreement and has received such information as it has deemed necessary to make such evaluation, and;
4. The Lessor is able to bear the economic risk of investment in the agreement.

The University of Arkansas for Medical Sciences has not prepared an official statement or other offering materials in connection with this Invitation to Bid and does not intend to prepare such materials. No Lessor nor Assignee of Lessor may undertake any public offering of the Agreement or an Acceptance Certificate or any interest or certificates therein.

1.17 DEFINITION OF TERMS

The University of Arkansas for Medical Sciences Contract Services has made every effort to use industry-accepted terminology in this RFP and will attempt to further clarify any point or item in question as indicated in CLARIFICATION OF RFP AND QUESTIONS, Section 1.11. The words "bidder" and "vendor" are used synonymously in this document.

1.18 CONDITIONS OF CONTRACT

The successful bidder shall at all times observe and comply with federal and State laws, local laws, ordinances, orders, and regulations existing at the time of or enacted subsequent to the execution of this contract which in any manner affect the completion of the work. The successful bidder shall indemnify and save harmless the agency and all its officers, representatives, agents, and employees against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order or decree by an employee, representative, or subcontractor of the successful bidder.

1.19 SAMPLE CONTRACTS

All bidders are requested to supply a sample of their standard contract(s) with their bid. If any portion of a vendor's contract terms and conditions are in conflict with the laws of the State of Arkansas, Arkansas laws shall govern. Any terms and conditions submitted by the vendor must reflect all the conditions of the RFP and bidder's response.

1.20 AWARD RESPONSIBILITY

The Purchasing Official of the University of Arkansas for Medical Sciences will be responsible for award and administration of any resulting contract(s).

1.21 EVALUATION CRITERIA

The selection process will be based on a pre-determined methodology and set of evaluation criteria. The evaluation criteria will reflect the objectives and criteria described in Part IV, CRITERIA FOR SELECTION.

1.22 EVALUATION AND SELECTION PROCESS

Persons from the UAMS' Procurement Services, Distribution Services and departmental representatives will form the selection committee for this RFP. The Committee, through the Vice Chancellor for Support Services, shall make recommendations for award of this contract to the UAMS' Procurement Services.

1.23 PUBLICITY

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

1.24 CERTIFICATION

The vendor must certify that:

1. All services to accomplish the requirements of the bid for term of contract will be provided at no additional cost above the bid price.
2. Any costs not identified and subsequently incurred by UAMS to accomplish the requirements of the bid must be borne by the vendor.

1.25 COST

The proposed cost for the total cost of the system must be provided on the Official Bid Price Sheets, and must be valid for ninety (90) days following bid opening, and shall be included in the costing evaluation. A cost must also be given for the lease of the outgoing shipment solution. See Section for lease information. Official Bid Price Sheets may be reproduced as needed and must include the following items:

- Total Cost of Solution
- Monthly Lease of the Solution
- All upgrades During the Contract Period
- Annual Maintenance Cost
- Additional charges for which UAMS will be invoiced by the vendor must be included

UAMS will not be obligated to pay any costs not identified on the Official Bid Price Sheet.

1.26 SCHEDULE OF EVENTS

Release RFP	December 16, 2004
Letter of Intent	December 29, 2004
Bids opened	January 6, 2005 1:00 p.m.
Recommendation for award	January 24, 2005
Contract Start Date	February 1, 2005

PART II

REQUIREMENTS

ENTERPRISE DESKTOP SOLUTION FOR OUTGOING SHIPMENTS

2.0 SCOPE OF PROJECT

1. UAMS is considering contracting with a provider for an enterprise desktop solution for UAMS departments to manage the outgoing shipment process. It is anticipated that by implementing a turn-key outgoing shipment operation that easily identifies the rates of at least the three major carriers (UPS, FedEx and DHL), a substantial cost savings will be seen by UAMS.

2.1 MANDATORY REQUIREMENTS

The requirements stated in this section of the RFP represent the University of Arkansas for Medical Sciences' best estimate of minimum requirements for a Desktop Solution for Outgoing Shipments.

1. Web-based
2. Ability to evaluate pricing for the three major carriers (UPS, FedEx and DHL) on one screen
3. Address book with the capability of verification to the street level
4. User friendly interface, easy to learn and use
5. On-site support for implementation
6. Immediate response to problems. Telephone response within 4 hours, resolution within 24 hours
7. Training – Describe for implementation and updates as needed
8. Flexible and comprehensive reporting tools. Please list reports that are standard. Note if Ad hoc reporting is available, if so, describe
9. Desk-top processing, deposit to a drop box or local interoffice pickup

10. Capability of supporting a minimum of 400 users with the ability to easily add new users
11. User access to system when on the network at remote sites
12. Ability to assign up to three levels of accounting information
13. Ability to apply a processing fee for each package that is either apparent or transparent to the user
14. Capability for the users to track outbound packages
15. Ability to provide department's account to a collaborator at a remote location.
16. Ability to charge to a collaborator's account number.
17. Unique special features: Provide pricing on shipments that are explosive, hazardous, specimens, narcotics, perishable, glass slides, formalin, and additional as required. Solution must be able to pass this charge through if the carrier has this capability.
18. Finance Option must be available

19. VENDOR REFERENCES

Vendor must supply a list of three (3) customers utilizing the current Desktop Outgoing Solution proposed. Please supply one (1) customer reference where vendor has experience with academic, medical or research facility. Vendor must supply the reference's name, address, name of person to contact, their title and phone number. Vendor must indicate if this information should be treated as proprietary information pursuant to the conditions of Proprietary Information, Section 1.8.

UAMS reserves the right to request the most recent audited financial statement, or those vendors which are privately held might be required to provide three (3) financial references. UAMS reserves the right to request or obtain additional information.

20. User configurable business rules, easily implemented and easily changed by the system administrator
21. Produce a label for the package
22. Archiving
23. On-site service capability within 24 hours of contact

2.2 OPTIONAL FEATURES:

- 24. E-mail capability
- 25. Address cleansing
- 26. Rates identified for the United States Post Office

2.3 HARDWARE REQUIREMENTS:

Bidder is required to include a comprehensive list of the minimum hardware requirements.

Servers required and their minimum recommendations as to hard drive capacity, memory ram, software and all peripherals must be listed

2.4 VENDOR BACKGROUND, EXPERIENCE, AND MARKETPLACE HISTORY

Vendor must provide company, client, and employee profile information to include the following items:

- Number of years in business providing a desktop solution for outgoing shipments.
- Total number of employees for the desktop solution
- Average years experience of employees
- Number of current clients vendor is currently providing an outgoing shipment desktop solution
- List any clients where system support services are provided that are in a University/teaching or hospital environment similar to UAMS

2.5 PHASE I – BLUEPRINTING THE PROJECT **THIS SECTION IS INFORMATIONAL ONLY**

A project committee will be formed comprised of UAMS employees and the successful bidder to assist the provider with defining the mandatory/functional requirements for this project. The committee will consist of the following:

1. Staff from Distribution Services
2. Staff from the user community
3. Staff from IT
4. Staff from Financial Services

5. Project leader and staff from the successful provider
6. Kick-off meeting for the project committee
7. Plan design the system
8. Develop host integration, business rules and unit testing

2.6 PHASE II – IMPLEMENTATION AND TRAINING **THIS SECTION IS INFORMATIONAL ONLY******

Communications to the campus

Kick-off meeting for the campus

Go Live, support and training

PART III

ACCEPTANCE/ON-GOING REQUIREMENTS

3.0 ACCEPTANCE STANDARDS

Acceptance consists of UAMS agreeing to the quality and performance level of the vendor's proposal based on meeting all requirements of the RFP. If at any time during the initial planning and implementation of this project, the vendor does not conform with the specifications as stated in response to the RFP, the UAMS Purchasing Official may.

- a. Terminate the agreement in its entirety.
- b. Accept the services (in the event of minor deviations).
- c. Upon mutual agreement, continue the acceptance test for an additional period or until services conform to the vendor's specifications as stated in response to the RFP for 30 consecutive days.

3.1 ON-GOING PERFORMANCE STANDARDS

If the quality and delivery do not conform to the vendor's specifications stated in response to the RFP, the UAMS Purchasing Official will require the vendor to provide services as warranted. If the vendor cannot fully comply with the provisions to meet this requirement within a reasonable time agreed to by the UAMS Purchasing Official and the vendor, then after written notification to the vendor, the UAMS Purchasing Official may:

- a. Cancel UAMS's obligation to pay for the services associated with this bid.
- b. Award the bid to another vendor or seek other sources of the service.

PART IV
CRITERIA FOR SELECTION

4.0 FINAL SELECTION CRITERIA

After qualification of bids regarding the fulfillment of mandatory requirements, selection of the successful bidder will be determined in Committee by evaluation of several factors.

Vendor should address in their bid response each item listed as a point scoring criterion in this section to be guaranteed complete evaluation.

4.1 POINT SCORING EVALUATION CRITERIA

A. User Friendly Solution (Maximum Weight = 100)

The evaluation of the vendor's proposed services will be based upon:

- Demonstrated user friendly screens and manipulation of the software.
- Training
- Support

B. Vendor History and Past Performance (Maximum Weight = 60)

The evaluation of the vendor's performance history and business stability will be based upon:

- Referenced customers' level of satisfaction with vendor.
- Number of customers and quantity of business currently serviced by the vendor's office.
- Number of similar projects in an academic/medical/research center setting comparable to UAMS
- Number of years in the business, with specific amount of expertise related to Outgoing Shipment Solutions.
- Financial solvency and profile of the organization.

C. Cost (Maximum Weight = 240)

This shall be assigned as follows:

- Lowest total contract cost for the system will receive 100 points. The total contract cost includes all costs incurred over the contract term and any other costs for which the vendor will invoice the agency.

- Remaining bids shall receive points in accordance with the following formula:

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

a = the lowest cost bid

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

c = the maximum number of points allowed for cost (100 points)

d = number of points allocated to respective bid

NOTE: The agency will quantify TOTAL costs based on information gleaned from vendor recommendations, referenced customers, responses to questions, system presentations, etc.

BID PRICE SHEET

Monthly Cost	\$ _____
Total Cost	\$ _____
Annual Maintenance Cost	\$ _____

NOTE: Any cost not identified by the bidder but subsequently incurred in order to achieve minimum bid requirements will be borne by the bidder.