

**IOWA STATE UNIVERSITY
REQUEST FOR PROPOSAL NUMBER 62265**

FOR

**JAVA APPLICATION PERFORMANCE
MONITORING SYSTEM**

**Purchasing Department
3616 Administrative Services Building
Ames, Iowa 50011-3616**

June 29, 2012

SECTION I

PROPOSAL INFORMATION AND INSTRUCTIONS

- 1.0 Introduction Iowa State University of Science and Technology (also referred to as ISU or University) is soliciting proposals from qualified suppliers (also referred to as Company or Companies herein) to provide a Java application performance monitoring and alerting solution. Bidders should read all proposal materials carefully and note the due date.

Where the word "Company" or "Companies" is used, it shall be understood to reference the respondent's form of business organization, whether the business is organized in the form of a corporation, partnership, sole proprietorship, or other arrangement. The use of the word "Company" or "Companies" is not intended to restrict competition or indicate any preference. All timely submitted responses from qualified bidders, that meet the requirements of this Request for Proposal, will be considered.

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Bidders should read all proposal materials carefully and note the due date. All questions and comments in reference to this Request for Proposal must be directed to:

Jason Ferguson
3616 Administrative Services Bldg.
Iowa State University
Ames, IA 50011-3616
515-294-8621
jasonf@iastate.edu

- 1.1 Parties to the Contract Bidders must identify all parties who will be involved with performance of the contract. By submitting a proposal, the bidder warrants that all parties to the contract have received a copy of this RFP and that the bidders' response is acceptable to these parties.
- 1.2 Each Company, by submitting a proposal, represents that bidder has:
- 1.2.1 Read and completely understood the proposed bid documents contained in this RFP.
 - 1.2.2 Based their proposal upon the requirements described in the proposed Contract Documents.
 - 1.2.3 Signed the bid by an authorized representative.
- 1.3 Receipt and Opening of Proposals
- 1.3.1 Proposals are to be submitted via email to Quotedesk@iastate.edu or by mail and labeled "**RFP 62265: Java Monitoring System**". Proposals must be received in the ISU Purchasing Department, 3616 Administrative Services Building, Ames, Iowa 50011-3616 by 3:00 P.M. CST on July 23, 2012. Any proposals received after the time specified for the receipt of proposals may not be considered and may be returned unopened.

Proposals, which are delivered personally, are to be brought to the Purchasing Department front desk located at the south entrance of the 1st Floor Administrative Services Building (ASB). The ASB building is located at the southwest corner of the intersection of Stange Road and 13th Street.

If submitting proposal by mail, one (1) original hard copy and one (1) electronic copy of the proposal are to be submitted to the ISU Purchasing Department in response to this RFP. The electronic copy can be submitted on a CD or thumb drive. No hard copy is required if submitting by email.

- 1.3.2 ISU reserves the right to accept or reject any or all proposals and to waive any irregularities, technicalities, or informalities in proposals if such waiver does not substantially change the offer or provide a competitive advantage to any Company. ISU reserves the right to request additional documents or proposal clarifications after the due date and time for proposal submission.
- 1.3.3 Company's legally authorized representative (Officer of Company) shall sign the proposal. The official name, address, telephone, and fax number and e-mail addresses are to be stated on the proposal form.
- 1.3.4 No responsibility will be attached to any person for premature opening of a proposal not properly identified.
- 1.3.5 The laws of the State of Iowa require the contents of all proposals be placed in the public domain and be open to inspection by interested parties. Trade secrets or proprietary information that are recognized as such and are protected by law may be withheld, if clearly identified as such in the proposal. Proposals marked entirely confidential or proprietary may be rejected. Pricing information and other offers cannot be considered proprietary information.

Failure to list all proprietary sections of the submitted proposal in the space provided on the Form of Proposal, section 5.5, shall relieve ISU personnel from any responsibility, should such information be viewed by the public, a competitor, or be in any way accidentally released.

- 1.3.6 All opened proposals become the property of ISU and will not be returned to the offeror.
- 1.3.7 Prior to the date and time designated for receipt of proposals, proposals submitted early shall be withdrawn only by written notice to ISU. Such notice shall be received by ISU prior to the designated date and time for receipt of proposals.
- 1.3.8 Withdrawn proposals may be resubmitted up to the time designated for receipt of proposals provided that they are then fully in conformance with these Proposal Instructions and Conditions.
- 1.3.9 No proposal may be modified or withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receipt of proposals.
- 1.3.10 All erasures or corrections are to be initialed by the person(s) signing the proposal.
- 1.3.11 Failure to comply with the requirements of this RFP or evidence of unfair bidding procedures may be cause for rejection of the proposal. Failure to supply information requested may also be cause for rejection of the RFP as being non-responsive.

1.3.12 This Request for Proposal does not commit ISU to make an award, nor will ISU pay any costs incurred in the preparation and submission of proposals, costs incurred in making necessary studies for the preparation of proposals, or any travel or personnel expenses associated with trips to ISU.

- 1.4 Addenda Any and all interpretations, corrections, revisions, and amendments shall be issued by the ISU Purchasing Department to all known holders of the Bid Documents in the form of written addenda. Except for addenda modifying the proposal due date or canceling the Request for Proposal, such addenda shall be issued so as to be received at least five (5) days prior to the time set for receipt of proposals. All addenda so issued shall become part of the Contract Documents and shall be acknowledged in the Form of Proposal.
- 1.5 Proposal Obligations The Contractual Agreement (Agreement) shall incorporate the selected Company's proposal, including any clarification to the proposal(s) requested by ISU and submitted by selected Company, except as amended by mutual agreement. The Agreement shall form the contractual obligation of ISU and the selected Company.
- 1.6 Exceptions to Contract Documents Company shall clearly state in the submitted proposal any exceptions to, or deviations from the Scope of Work (Section III), and any exceptions to the provisions, terms, and conditions of this RFP included in Section I and terms and conditions of the potential agreement described in Section II. Such exceptions or deviations will be considered in evaluating the proposals. Any exceptions should be noted on Attachment A and returned with the submitted proposal. Companies are cautioned that exceptions taken to this RFP may cause their proposal to be rejected at the sole discretion of ISU. Exceptions not stated on Attachment A will have no effect.
- 1.7 Qualification of Company ISU shall make such investigations as deemed necessary to determine the ability of Company to provide the expected goods or services. ISU reserves the right to reject any bid if the evidence submitted by, or investigation of, such Company fails to satisfy ISU, in its sole opinion, that said Company is properly qualified to carry out the obligations specified herein.
- 1.8 Vendor Database Bidders must have a current vendor application on file in order to receive an award resulting from an RFP. Please visit the vendor application website (shown below) for instructions on the vendor application process.
http://www.public.iastate.edu/~purchasing/vendor_app_process.htm
- 1.9 Formation of Agreement ISU may accept a proposal as written by issuing a Contractual Agreement, prepared by ISU and signed by all parties; or ISU may enter into negotiations with one or more companies in an effort to reach a mutually satisfactory Contractual Agreement that will be executed by all parties and will be based on this request for proposal.
- 1.10 Iowa Preference Law
- 1.10.1 Preference shall be given to purchasing products produced within the State of Iowa, when they are of a quality reasonably suited to the purpose intended, and can be secured without additional cost over foreign products or products of other states, according to Code of Iowa §§73.1.
- 1.10.2 Preference shall be given to purchasing from Iowa based businesses if the offers submitted are comparable in price to those submitted by other suppliers and meet the required specifications, according to the Code of Iowa §§73.1.
- 1.11 Presentation/Demonstration Once the bids have been received and evaluated, ISU will rank the proposals based on the evaluation criteria. Companies with the highest rankings will be requested to perform a presentation and demonstration (demo) of the products and proposed relationship offered in response to this proposal. Presentations will take place beginning the week of January 9, 2012. ISU will provide a list of items to be discussed in advance of the demo request.

1.12 Proposal Evaluation The Evaluation Criteria utilized for this Request for Proposal will be based upon, but not limited to, the following criteria which are listed in no particular order:

- Previous satisfactory performance based on references.
- Meeting the specifications/requirements of this RFP.
- Experience with implementing system comparable in size to Iowa State University.
- Overall cost to ISU of all proposed services.
- Exceptions taken to this RFP.
- Breadth and depth of services offered.
- Overall warranty and support offered to ISU.
- Quality of training provided to ISU.

SECTION II

SPECIFICATIONS

- 2.1 Background Iowa State University is seeking proposals for an application performance monitoring system (APM). The proposed system must be able to look into applications to identify performance issues and root causes. It should be able to drill down into details of the programs involved, even single lines of source code, that need to be optimized. It should also be able to measure the application performance from the end-user's perspective, as well as report business impact.

Proposed systems must be fully functional and complete as represented to the University including, but not limited to, hardware, software, licenses, maintenance, warranties, installation, and training to provide a fully functioning solution.

- 2.2 Required System Features The proposed system must have the following functionality. For each item, describe how your system meets the feature or indicate your system does not meet the specification.
- 2.2.1 Must support WebSphere, Apache TomCat, and IBM or Oracle Java Virtual Machines (JVM)
 - 2.2.2 Small foot print, low processing overhead, not to exceed 5% maximum overhead
 - 2.2.3 Ease of Server side administration
 - 2.2.4 An intuitive, reliable user interface must be available. Security measures (role-based access) must be provided to allow for different levels of access.
 - 2.2.5 Must be designed for high availability and tolerate external & internal failures (physical & logical)
 - 2.2.6 Product must be specifically designed for production environment
 - 2.2.7 Ability to monitor Garbage Collection including heap bytes allocated, heap bytes in use, GC frequency
- 2.3 Desired System Features ISU desires the proposed system to have the following functionality. For each item, describe how your system meets the feature or indicate your system does not meet the specification.
- 2.3.1 Ability to trace transactions through multiple runtime JVMs and back end resources via HTTP, TCP/IP, JDBC, JMS, JDBC (Tag-And-Follow).
 - 2.3.2 Ability to monitor alternative languages such as .NET and PHP
 - 2.3.3 Automatically discover and visually represent application flows for business transactions
 - 2.3.4 Automatically discover and visualize the relationship between services and back-end tiers
 - 2.3.5 Visually represent application topology
 - 2.3.6 Identify communication problems between tiers/services in a Service Orientated Architecture (SOA) environment
 - 2.3.7 System should measure and display latency of each hop
 - 2.3.8 Ability to discover all components of a multicomponent, SOA based, application, including the ability to decipher Spring configurations natively
 - 2.3.9 Ability to identify processing bottlenecks and the ability to drill down through the allocation stack trace to target lines of code.
 - 2.3.10 Ability to determine "what" is slow and "why" it is slow. Describe how your system achieves this.
 - 2.3.11 Ability to display the contents of an SQL statement to a database
 - 2.3.12 Ability to monitor response time, number of invocations per second, concurrent invocations, and display CPU time (by method) for Java Object types Servlets, JSPs, and MQ/JMS, as well as for Portlets and Pages (Portal Monitoring)
 - 2.3.13 Ability to link to standard LDAP for role based security and/or authentication
 - 2.3.14 Ability to follow a request from WebSphere into the connectors to monitor JDBC/SQLJ

- 2.3.15 Ability to see query, updates, and prepare statements, number of commits, response time for query/update, as JDBC connection pools showing the number of threads used, pool filled, etc.
- 2.3.16 Ability to monitor CICS Resource Adapter
- 2.3.17 Ability to detect memory leaks, including the ability to enable and disable this function on demand)
- 2.3.18 Ability to integrate with ISU's existing Xymon network monitoring system (and other leading network monitoring systems that ISU may use in the future), including the ability to forward alarms and events and to filter out false alarms.
- 2.3.19 Ability to generate tickets to an external ticketing system
- 2.3.20 Diagnostics functionality for slow response, errors, stall, deadlocks, malformed code, slow SQL/DB access, memory leaks and thrash, distributed service communication issues, and synchronization issues
- 2.3.21 Automatic discovery of components in the cross JVM call trace
- 2.3.22 Proposed system should monitor hardware (VM) memory and CPU, including the amount of memory an app is using. This data should be visible via graphs and stored for tracking purposes
- 2.3.23 ISU will give preference to onsite hosted solution rather than cloud offerings
- 2.3.24 Metrics and statistical information stored in a standard RDBMS. ISU desires RDBMS over proprietary data formats
- 2.3.25 Proposed system should allow access to metrics via standard SQL, Web Services or Java API
- 2.3.26 Proposed system should include both a GUI Console as well as command line interfaces for managing the server side of the system
- 2.3.27 ISU prefers a system with no client GUI. Proposed system should use Browser to access data
- 2.3.28 Ease of server side setup (less than 40 hours to complete)
- 2.3.29 Standardized client side setup common across all JVM clients
- 2.3.30 Few, if any client side configurations needed to enable discovery of needed components
- 2.3.31 Proposed system should have a user interface with graphical overviews of system architecture that provides the ability to drill down via mouse clicks on those graphical elements
- 2.3.32 Proposed system should have a customizable user dashboard
- 2.3.33 Evidence of constant and rapid innovation that is specific to Application Performance Management
- 2.3.34 ISU's ability to influence product direction including enhancements and roadmap.
- 2.3.35 No manual instrumentation required to get deep visibility
- 2.3.36 Ability to create orchestration workflow comprised of steps and tasks
- 2.3.37 Ability to define custom tasks
- 2.3.38 Ability to scale up additional resources in the cloud
- 2.3.39 Ability to invoke custom scripts to remediate issues
- 2.3.40 Ability to drill down into any business transaction that violates an SLA
- 2.3.41 Cross tier call stack for each and every defective transaction
- 2.3.42 Ability to monitor application/server log files
- 2.3.43 Include Configuration Management with ability to compare HTTP server configurations between environments, generate reports on differences, track changes, push differences to target environments, preview changes, roll back changes, generate scripts to implement changes for values, integrate with department wide Change Management system, roll our applications (ear files) between environments

SECTION III

TERMS AND CONDITIONS OF THE CONTRACT

3.1 Definitions

The University The University is Iowa State University (ISU). The term University means the University or the University's authorized representative.

The Company The Company is the person or organization to which the University will issue a contract purchase order, when/if award of this Request for Proposal is made. The term Company means the Company or the Company's authorized representative.

The following conditions will apply to any contract awarded as a result of this RFP:

3.2 Assignment This contract may not be assigned or transferred by either party without the prior written consent of the other party.

3.3 Non-appropriation of Funds Notwithstanding other provisions of any award resulting from this RFP, if funds anticipated for the fulfillment of this agreement are at any time not forthcoming or insufficient, either through the failure of the Iowa Legislature or the federal government to provide funds or the program under which funds were provided is altered, then ISU shall have the right to terminate this agreement without penalty by giving not less than thirty (30) days written notice documenting the lack of funding or program change.

3.4 Immunity from Liability Every person who is a party to this Agreement is hereby notified and agrees that ISU, and its agents, successors, and assigns are immune from liability and suit for or from Company's activities involving third parties and arising from this Agreement.

3.5 Indemnification

3.5.1 To the fullest extent permitted by law, Company shall defend, indemnify, and hold harmless ISU, its agents, successors, and assigns, and the Board of Regents, State of Iowa, from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance and compliance with the terms and obligations of the Agreement, provided that any such claim, damage, loss, or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting there from, and (2) is caused in whole or in part by any negligent act or omission of Company, and subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity, which would otherwise exist as to any party or person.

3.5.2 In any and all claims against ISU, its agents, successors, and assigns, and the Board of Regents, State of Iowa, by any employee of Company, and subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any definition or boundary on the amount or type of damages, compensation or benefits payable by or for Company or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

- 3.6 Code of Fair Practice Company shall not discriminate against any employee or applicant for employment because of race, color, religion, sexual orientation, gender identification, marital status, national origin, sex, age, or physical or mental disability, or status as a US veteran. Company shall take affirmative action to ensure that applicants are employed and that the employees are treated during employment without regard to their race, creed, color, religion, national origin, sex, age, or physical or mental disability or status as a Vietnam-era/disabled veteran, except where it relates to a bona fide occupational qualification. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; and selection for training, including apprenticeship. If applicable to this agreement, Company shall comply with the provisions of Federal Executive Order 11246 as amended by Executive Order 11375. In the event of Company's non-compliance with this section 3.7 or with any of the aforesaid regulations, this contract may be canceled, terminated or suspended in whole or in part, without penalty to the Board of Regents, State of Iowa, the University, or the State of Iowa, and Company may be declared ineligible for further contracts with Board of Regents, State of Iowa, institutions.
- 3.7 Subcontractors Company is specifically advised that any person, firm, or other party to whom it awards a subcontract under this Agreement must be approved in advance and be acceptable to ISU. The Company is responsible for all acts of its Subcontractors, as well as the Subcontractors' performance of delegated duties. Company shall be solely responsible for payment to all subcontractors or secondary suppliers that the Company may engage for the completion of any contractual agreement with ISU.
- 3.8 Targeted Small Business The University is committed to the development of Targeted Small Businesses, a State of Iowa program. If subcontracting is necessary, the contractor will make every effort to use Targeted Small Businesses in the performance of this contract. A report will be required at the completion of the contract indicating the extent of Targeted Small Businesses participation. A description of the Company's expected efforts to solicit Targeted Small Businesses participation should be enclosed with the proposal.
- 3.9 Amendments to the Agreement When awarded, the Agreement shall not be changed, modified, altered, or amended in any respect without the mutual consent of the parties hereto, which consent shall be evidenced by a written amendment to the Agreement executed by both parties.
- 3.10 Contractor's Liability Insurance Company shall purchase and maintain, throughout the term of this agreement, comprehensive general liability insurance, including contractor's liability, and comprehensive automobile liability insurance to protect Company from all claims for bodily injury, including accidental death, personal injury, and property damage arising from operations under this agreement, whether such operations be by Company, or by anyone else directly or indirectly employed by Company. Company shall also maintain comprehensive automobile liability insurance coverage to protect against all claims arising out of the transportation associated with their operations. In addition, all statutory insurance requirements, including worker's compensation, shall be met. All required insurance policies shall be issued by reputable insurance companies duly authorized to engage in the insurance business in the State of Iowa. Limits of such insurance shall be as stated as follows:

<u>Type of Insurance</u>	<u>Limit of Liability (Minimum)</u>
Worker's Compensation	Statutory
Comprehensive General Liability	\$1 million per occurrence*
Comprehensive Auto Liability	\$1 million per occurrence*

*With \$2 million aggregate each category.

The State of IOWA, Iowa State University, and the Board of Regents, State of Iowa, shall be named on such policies as additional insureds. Within ten (10) days of receipt of "Notice of Award", Company shall provide Owner with one (1) certificate of insurance, in a form acceptable to Owner, showing that Company is in

compliance with the above conditions. The certificate shall also provide that should the policy be canceled or materially changed, thirty (30) days written notice prior to the effective date for the change or cancellation, shall be given directly to the ISU Purchasing Department.

- 3.11 Laws Terms and provisions of this Agreement shall be construed in accordance with the laws of the State of Iowa, and any and all litigation or actions commenced in connection with this Agreement shall be instituted in the appropriate courts in the State of Iowa.
- 3.12 Use of Name or Intellectual Property Company agrees it will not use the name or any intellectual property, including but not limited to, any University trademarks or logos in any manner, including commercial advertising or as a business reference, without the expressed prior written consent of the specific institution and the University.
- 3.13 Taxes ISU is exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on Company's employee's wages. ISU is exempt from State and Local Sales and Use Taxes on the services. A Tax Exemption Certificate will be furnished upon request.
- 3.14 Access to Company Records/Audits The Company agrees to keep and provide full access to all records that pertain to ISU throughout the period that the Agreement remains in effect and for a minimum of seven (7) years after the Agreement is terminated, unless required to retain for a longer period by state or federal statute.
- 3.15 Termination
- 3.15.1 If Company is adjudged bankrupt or makes a general assignment for the benefit of creditors, if a receiver is appointed on account of Company's insolvency, if Company repeatedly refuses or fails to supply enough employees, management staff, or equipment to adequately provide timely delivery or services for ISU, or if Company is otherwise guilty of a substantial violation of the Contract Documents, ISU may terminate the Agreement after giving Company a minimum thirty (30) days written notice, without penalty to ISU.
- 3.15.2 In any case where Company has failed to provide items or services or has provided nonconforming items or services, ISU shall provide a Cure Notice. If after notice Company continues to be in default, ISU may procure services from another source and terminate the Agreement, without penalty to ISU.
- 3.16 Severability of the Agreement In the event any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision, but shall be construed as if such invalid or unenforceable provision had never been contained. Further, in the event that any provision shall be held to be unenforceable by virtue of its scope, but may be made enforceable by a limitation thereof, such provision shall be deemed to be amended to the minimum extent necessary to render it enforceable under the laws of the jurisdiction in which enforcement is sought.

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SECTION IV

PROPOSAL CONTENT

- 4.1 Form of Proposal Form of Proposal, pages 13-14, completed and signed by your Company's authorized representative.
- 4.2 Company Profile Bidder should provide a brief profile listing company history, business composition (proprietorship, partnership or incorporation), the state under which your business is organized, and any other pertinent information that can be used to evaluate the proposal. Also include your number of customers and your history of working with non-profit organizations. **Include as Supplement 1 of your RFP response.**
- 4.3 References Bidder is to indicate three (3) references of clients currently using the proposed monitoring system and to which they provided similar services. List should include client name, address, phone number, email, and a description of the services provided. Preferred references will come from education institutions. **Include as Supplement 2 of your RFP response.**
- 4.4 Proposed Solution Provide detailed information describing company's proposed solution to include any and all available and anticipated features and abilities of the system. Provide a description of the software that will operate the proposed solution. Include screen shots and demonstration CD, if available. Provide a point by point response to each of the specifications shown in paragraphs 2.2 and 2.3, describing how your system meets the specification or if your solution cannot meet the specification. Include a copy of your current product roadmap, if available. **Include as Supplement 3 of RFP response.**
- 4.5 Experience with Proposed System Please provide a narrative describing your history implementing the proposed system on a scale similar to ISU, experience with providing support, and an overview of related services offered by the company. **Include as Supplement 4 of your RFP response.**
- 4.6 Timeline Provide information describing the steps needed to implement this system after award. ISU desires to have a solution implemented by August 31, 2012. **Include as Supplement 5 of your RFP response.**
- 4.6 Training Provide details for the training provided. Indicate if the training can be provided onsite and/or offsite (if offsite, state location of training) optimal and minimal class sizes, training prerequisites, online training, and other training/support related materials available. Indicate the levels of training provided to ISU staff and for contractors and consultants. Describe the training provided for all essential personnel on the use and administration of the proposed system. Include both on and off site training provided. An itemized list of training costs should be included in your response, based on total and per-person costs. Indicate the availability of on-site training. Describe the ongoing training necessary to operate the system. **Include as Supplement 6 of your RFP response.**
- 4.7 Maintenance and Support Describe the general ongoing maintenance and support policy. Vendors must provide for ongoing maintenance and support for all software provided as part of the proposed system. ISU desires access to future upgrades at no additional cost. Ongoing support fees should include access to phone, fax, and remote access support. Identify any performance guarantees or standards. Describe the technical support available for administering your system. What are the hours of availability? What type of support is available (Web, email, phone, chat)? What is the expected response time on technical issues? Indicate the availability of support (i.e. 24x7, 9-5 weekday, etc). **Include as Supplement 7 of your RFP response.**
- 4.8 Cost Provide an itemized list of all costs/fees associated with the proposed system and services. Assume pricing for 10 JVM instances. Provide a description of your pricing mechanism so that ISU can easily

determine the cost to add additional instances in the future. Clearly indicate any volume discounts and the level at which discount takes effect. Multiple options for fee structures are acceptable. Clearly indicate ongoing yearly maintenance and support costs. ISU must be able to easily determine a 5 year cost estimate. Include the cost for training. Multiple training options are acceptable. **Include as Supplement 8 of your RFP response.**

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SECTION V

FORM OF PROPOSAL

- 5.1 Bidder has provided all parties involved with a copy of the RFP?
Yes _____ **No** _____
- 5.2 Bidder agrees to all Proposal Terms and Conditions contained in Section I of this RFP?
Yes _____ **No** _____ **Note:** If **No**, please list exceptions on Attachment A.
- 5.3 Bidder agrees, if awarded a contract as a result of this RFP, to all Terms and Conditions of the Contract contained in Section III?
Yes _____ **No** _____ **Note:** If **No**, please list exceptions on Attachment A.
- 5.4 Subcontractors All Parties to the contract, including subcontractors, should be listed below including address along with name and phone number of contract person for each party.

1. _____ _____ _____ _____	3. _____ _____ _____ _____
2. _____ _____ _____ _____	4. _____ _____ _____ _____

- 5.5 Proprietary Information Please list all information or sections that you consider proprietary. Note that pricing and financial arrangements cannot be considered as proprietary information.

The sections of this proposal listed below represent trade secrets or proprietary information.

<u>Section</u>	<u>Page No.</u>	<u>Section</u>	<u>Page No.</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

- 5.6 Payment Terms _____

(Failure to indicate your terms will mean that if your bid is accepted, the University will apply a five percent (5%) cash discount for payments made within 15 days of receipt of your invoice.)

5.7 Vendor Information

Legal Business Name: _____

Federal I.D. Number: _____

Official Address: _____

Firm's State or Foreign Country of Residence _____

Sales contact _____

Telephone Number _____

Fax Number _____

Email _____

Authorized Signature _____

Typewritten or Printed Signature _____ Date _____

BID COMPLIANCE FORM

Please note: Your proposal will be considered incomplete unless the following are included with your offer. Indicate compliance by placing a check mark in the space provided: All Documents should be included IN THE ORDER PROVIDED BELOW.

Compliance

- | | | | |
|--------------------------|--------------------------|-------------------------|---|
| ☐ | ☐ | Form of Proposal | (pages 13 through 14) completed and signed by your company's authorized official. |
| ☐ | ☐ | Attachment A | Exceptions |
| ☐ | ☐ | Supplement 1 | Company Profile |
| ☐ | ☐ | Supplement 2 | References |
| ☐ | ☐ | Supplement 3 | Proposed Solution |
| ☐ | ☐ | Supplement 4 | Experience with Proposed Solution |
| ☐ | ☐ | Supplement 5 | Timeline |
| ☐ | ☐ | Supplement 6 | Training |
| ☐ | ☐ | Supplement 7 | Maintenance/Support |
| ☐ | ☐ | Supplement 8 | Cost |

ATTACHMENT A

EXCEPTIONS

Please list any and all exceptions to this RFP in this section. Include page number, section and reason for exception: (Make additional pages if necessary)

Please check one of the following:

- ☐ We have no exceptions to this RFP
☐ We have the following exceptions to this RFP

	<u>Page Number</u>	<u>Section</u>	<u>Exception</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____
7.	_____	_____	_____
8.	_____	_____	_____
9.	_____	_____	_____
10.	_____	_____	_____
11.	_____	_____	_____
12.	_____	_____	_____
13.	_____	_____	_____
14.	_____	_____	_____