

REQUEST FOR PROPOSALS
FOR
FURNISHING AND DELIVERY
OF
PERFORMANCE MANAGEMENT SOFTWARE
FOR
THE CURATORS OF THE UNIVERSITY OF MISSOURI
FOR
THE UNIVERSITY OF MISSOURI COLUMBIA

RFP #A092707

OPENING DATE: SEPTEMBER 27, 2007

TIME: 2:00 PM, CDST

Prepared by:

Adria Allen, CPPB, Senior Buyer
Office of the Manager
MU Procurement Services
University of Missouri-Columbia
1105 Carrie Francke Drive
Columbia, MO 65211-3100

Dated: September 4, 2007

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NOTICE TO RESPONDENTS

The University of Missouri-Columbia requests proposals for Furnishing and Delivery of **PERFORMANCE MANAGEMENT SOFTWARE**, RFP #A092707, which will be received by the undersigned at the Office of the Manager, MU Procurement Services, University of Missouri-Columbia, 1105 Carrie Francke Drive, Columbia, Missouri 65211-3100 until 2:00 p.m., CDST, SEPTEMBER 27, 2007. Proposals will be opened and identified starting at 2:00 p.m., CDST.

Specifications and the conditions of proposal together with the printed form on which proposals must be made may be obtained from the MU Procurement Services web site at <http://www.pmm.missouri.edu> by selecting bid information. Vendors are strongly encouraged to check the site periodically in the event addenda are issued.

In the event a respondent chooses to use the Word version of the RFP to aid in preparation of its response, the Respondent should only complete the response information. Any modification by the Respondent of the specifications provided will be ignored, and the original wording of the RFP shall be the prevailing document.

The University reserves the right to waive any informalities in proposals and to reject any or all proposals.

THE CURATORS OF THE
UNIVERSITY OF MISSOURI

By: Adria Allen, CPPB, Senior Buyer
MU Procurement Services

Dated: September 4, 2007

**UNIVERSITY OF MISSOURI
GENERAL TERMS AND CONDITIONS
AND
INSTRUCTIONS TO RESPONDENTS
REQUEST FOR PROPOSAL (RFP)**

A. GENERAL TERMS AND CONDITIONS

1. **Purpose:** The purpose of these specifications is to require the furnishing of the highest quality equipment, supplies, material and/or service in accordance with the specifications. These documents, and any subsequent addenda, constitute the complete set of specification requirements and proposal response forms.
2. **Governing Laws and Regulations:** Any contract issued as a result of this RFP shall be construed according to the laws of the State of Missouri. Additionally, the contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
3. **Taxes:** The contractor shall assume and pay all taxes and contributions including, but not limited to, State, Federal and Municipal which are payable by virtue of the furnishing and delivery of item(s) specified herein. Materials and services furnished the University are not subject to either Federal Excise Taxes or Missouri Sales Tax.
4. **Sovereign Immunity:** The Curators of the University of Missouri, due to its status as a state entity and its entitlement to sovereign immunity, is unable to accept contract provisions, which require The Curators to indemnify another party (537.600, RSMo). Any indemnity language in proposed terms and conditions will be modified to conform to language that The Curators are able to accept.
5. **Preference for Missouri Firms:** In accordance with University policy, preference shall be given to Missouri products, materials, services and firms when the goods or services to be provided are equally or better suited for the intended purpose and can be obtained without additional cost. Firms are considered "Missouri firms" if they maintain a regular place of business in the State of Missouri.
6. **Equal Opportunity and Non-Discrimination:** In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against any recipients of services, or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status. The contractor shall comply with federal laws, rules and regulations applicable to subcontractors of government contracts including those relating to equal employment of minorities,

women, persons with disabilities, and certain veterans. Contract clauses required by the United States Government in such circumstances are incorporated herein by reference.

7. **Minority and Women Business Enterprise Participation:** It is the policy of the University of Missouri to ensure full and equitable economic opportunities to persons and businesses that compete for business with the University, including Minority and Women Business Enterprises (M/WBEs). To this end, the University has established participation goals as outlined in this RFP.

The University encourages M/WBE participation in contracts for goods and services by firms that are certified. The University accepts certifications provided by those entities identified on the page in this RFP titled Certifying M/WBE Agencies (see Attachment A). This may either be by the primary supplier/contractor being a certified M/WBE or by the utilization of qualified subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful opportunities for M/WBE participation. Work performed by M/WBEs must provide a commercially useful function related to the delivery of the service/product required herein. Second tier participation where suppliers generally provide supplies to a corporation but that are not directly related to this contract does not qualify as meaningful participation. The University may consider certifications from agencies not located in Missouri for M/WBEs not located in Missouri with the approval of the UM Director of Minority and Women Business Development.

M/WBE means a business that is a sole proprietorship, partnership, joint venture, or corporation in which at least fifty-one percent (51%) of the ownership interest is held by minorities or women and the management and daily business operations of which are controlled by one or more minorities or women who own it. Minority is defined as belonging to one of the following racial minority groups: African Americans, Native Americans, Hispanic Americans, Asian Americans, American Indians, Eskimos, Aleuts and other groups that may be recognized by the Office of Advocacy, United States Small Business Administration, Washington, D.C.

Bidders must indicate their MBE and WBE participation levels committed to this contract on the M/WBE Participation Form included in this RFP (see Attachment A). The names and percent participation of each MBE and WBE should also be provided on this form.

The evaluation of proposals will include the proposed level of M/WBE participation (see evaluation of Proposals section). Five (5%) percent of the contract award criteria will be based on MBE and WBE participation. The University may consider the relative participation of the bidders in awarding points. However, proposals with zero participation for MBEs and/or WBEs will receive none of the MBE or WBE points respectively.

The contractor/supplier shall provide annual reports or more frequently if requested, of the financial participation of M/WBEs. The report shall include the name(s) and address(es) of the certified M/WBEs, products or services provided and the total dollar amount or percentage of utilization. The annual report shall also include separately, all second tier participation the contractor/supplier may have.

The University will monitor the contractor/supplier's compliance in meeting the M/WBE participation levels committed to in the awarded proposal. If the contractor/supplier's payments to participating M/WBEs are less than the amount committed to in the contract, the University may cancel the contract, suspend or debar the contractor/supplier from participating in future contracts, or retain payments to the contractor/supplier in an amount equal to the value of the M/WBE participation commitment less actual payments made to M/WBEs.

If a participating M/WBE fails to retain their certification or is unable to satisfactorily perform, the contractor/supplier must obtain other certified M/WBEs to fulfill the M/WBE participation requirements committed to in the awarded proposal. The contractor/supplier must obtain the written approval of the Chief Procurement Officer of Procurement Services for any new M/WBE participants. This approval shall not be arbitrarily withheld. If the contractor/supplier cannot obtain a M/WBE replacement, the contractor/supplier must submit documentation to the Chief Procurement Officer detailing all efforts made to secure an M/WBE replacement. The Chief Procurement Officer shall have sole discretion in determining if the actions taken by the contractor/supplier constitute a good faith effort to secure the participation of M/WBEs and whether the contract will be amended to change the M/WBE participation commitment.

8. **Applicable Laws and Regulations:** The University serves from time to time as a contractor for the United States government. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to subcontractors of government contracts including those relating to equal employment opportunity and affirmative action in the employment of minorities (Executive Order 11246), women (Executive Order 11375), persons with disabilities (29 USC 706 and Executive Order 11758), and certain veterans (38 USC 4212 formerly [2012]) contracting with business concerns with small disadvantaged business concerns (Publication L. 95-507). Contract clauses required by the Government in such circumstances are incorporated herein by reference.
9. **Appropriation:** The Curators of the University of Missouri is a public corporation and, as such, cannot create an indebtedness in any one year (the fiscal year beginning July 1 to June 30) above what they can pay out of the annual income of said year as set forth in 172.250, RSMo. Therefore, if the University determines it has not received adequate appropriations, budget allocations or

income to enable it to meet the terms of this contract, the University reserves the right to cancel this contract with 30 days notice.

- 10. Applicable Health Related Laws and Regulations:** If these specifications or any resulting contract involves health care services or products, the Contractor agrees to maintain, and will further assure such compliance by its employees or subcontractors, the confidential nature of all information which may come to Contractor with regard to patients of the University. All services provided pursuant to this contract shall be provided in accordance with all applicable federal and state laws including The Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, sections 261-264 (the Administrative Simplification sections) and the regulations promulgated pursuant thereto and regulations of the Joint Commission on Accreditation of Healthcare Organization and The Centers for Medicare & Medicaid Services (CMS).

Respondents understand and agree that the Curators of the University of Missouri, in the operation of the University Hospitals and Clinics, is regulated under federal or state laws with regard to contracting with vendors. The Contractor represents that it is not currently excluded or threatened with exclusion from participating in any federal or state funded health care program, including Medicare and Medicaid. Contractor agrees to notify the University of any imposed exclusions or sanctions covered by this representation.

The University will regularly check the "List of Excluded Individuals/Entities" (LEIE), maintained by the Office of Inspector General, United States Department of Health and Human Services ("OIG") to determine if any Bidders/Respondents have been excluded from participation in federal health care programs, as that term is defined in 42 U.S.C. §1320a-7b(f). The University reserves the sole right to reject any respondents who are excluded by the OIG, who have been debarred by the federal government, or who have otherwise committed any act that could furnish a basis for such exclusion or debarment.

- 11. Inventions, Patents, and Copyrights:** The Contractor shall pay for all royalties, license fees, patent or invention rights, or copyrights and defend all suits or claims for infringements of any patent or invention right or copyrights involved in the items furnished hereunder. The Contractor shall defend, protect, and hold harmless the University its officers, agents, servants and employees against all suits of law or in equity resulting from patent and or copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

Copyrights for any item developed for the University shall be the property of the University and inure to its benefit and the Contractor shall execute such documents as the University may require for the perfection thereof.

12. **Insurance:** The Contractor shall purchase and maintain such insurance as will protect the Contractor and the University against any and all claims and demands arising from the execution of the contract. Further, when stated in the Detailed Specifications and Special Conditions, the Contractor shall be required to procure and maintain the types and limits of insurance as specified.
13. **Performance Bond/Irrevocable Letter of Credit:** If a performance bond or irrevocable letter of credit is required in the Detailed Specifications and Special Conditions, the Contractor shall furnish to the University, along with their signed contract, a performance bond or unconditional irrevocable letter of credit payable to the Curators of the University of Missouri in the face amount specified in the Detailed Specifications and Special Conditions as surety for faithful performance under the terms and conditions of the contract.

B. INSTRUCTIONS TO RESPONDENTS

1. **Request For Proposal (RFP) Document:** Respondents are expected to examine the complete RFP document and all attachments including drawings, specifications, and instructions. Failure to do so is at respondent's risk. It is the respondent's responsibility to ask questions, request changes or clarifications, or otherwise advise the University if any language, specifications or requirements of a RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source.

Any and all communications from respondents regarding specifications, requirements, competitive proposal process, etc., should be directed to the University buyer of record referenced in this RFP. Written communications can be mailed to MU Procurement Services, University of Missouri-Columbia, 1105 Carrie Francke Drive, Columbia, MO 65211-3100 ATTN: Adria Allen, Senior Buyer; faxed to 573/882=5417; or emailed to Adria@missouri.edu. It is the responsibility of the person or organization communicating the request to ensure that it is received. To guarantee a timely response, such communication should be received at least ten calendar days prior to the proposal opening date.

The terms and conditions as distributed by the University or made available on a University website, shall not be modified by anyone submitting a proposal. Regardless of any modification to these terms and conditions that may appear in the submitted proposal, the original University terms and conditions apply. Any exceptions to the terms and conditions shall be stated clearly and it is at the University's discretion whether the exception shall be accepted or shall invalidate the proposal.

The RFP document and any attachments constitute the complete set of specifications and proposal response forms. No verbal or written information that

is obtained other than through this RFP or its addenda shall be binding on the University. No employee of the University is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to that contained in or amended to this written RFP document. In case of any doubt or difference of opinion as to the true intent of the RFP, the decision of the University's Chief Procurement Officer shall be final and binding on all parties.

2. **Preparation of Proposals:** All proposals must be submitted, in triplicate (an original and two copies), on the proposal form accompanying these specifications and must be enclosed in a sealed envelope plainly marked: "Proposal for Furnishing of **PERFORMANCE MANAGEMENT SOFTWARE, RFP #A092707**" and addressed, mailed and/or delivered to MU Procurement Services, University of Missouri-Columbia, 1105 Carrie Francke Drive, Columbia, MO 65211-3100 ATTN: Adria Allen, Senior Buyer.

To receive consideration, proposals must be received, at the above address, prior to the proposal opening time and date stated in this RFP. Respondents assume full responsibility for the actual delivery of proposals during business hours at the specified address.

Unless otherwise specifically stated in the RFP, all specifications and requirements constitute minimum requirements. All proposals must meet or exceed the stated specifications or requirements. All equipment and supplies offered must be new, of current production, and available for marketing by the manufacturer unless the RFP clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered. Unless specifically stated and allowed in the Detailed Specifications and Special Conditions, all pricing submitted in response to this RFP is firm and fixed.

Whenever the name of a manufacturer, trade name, brand name, or model and catalog numbers followed by the words "or equal" or "approved equal" are used in the specifications it is for the purpose of item identification and to establish standards of quality, style, and features. Proposals on equivalent items of the same quality are invited. However, to receive consideration, such equivalent proposals must be accompanied by sufficient descriptive literature and/or specifications to clearly identify the item and provide for competitive evaluation. The University will be the sole judge of equality and suitability. Whenever the name of a manufacturer is mentioned in the specifications and the words "or equal" do not follow, it shall be deemed that the words "or equal" follow unless the context specifies "no substitution." Unless noted on the proposal form, it will be deemed that the article furnished is that designated by the specifications. The University reserves the right to return, at contractor's expense, all items that are furnished which are not acceptable as equals to items specified and contractor agrees to replace such items with satisfactory items at the original proposal price.

Time will be of the essence for any orders placed as a result of this RFP. The University reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the respondent and accepted by the University. Unless otherwise specified in the Detailed Specifications and Special Conditions, all proposals shall include all packing, handling, and shipping charges FOB destination, freight prepaid and allowed.

3. **Submission of Proposals:** Respondents shall furnish information required by the solicitation in the form requested. The University reserves the right to reject proposals with incomplete information or which are presented on a different form. All proposals shall be signed, in the appropriate location, by a duly authorized representative of the respondent's organization. Signature on the proposal certifies that the respondent has read and fully understands all proposal specifications, plans, and terms and conditions.

By submitting a proposal, the respondent agrees to provide the specified equipment, supplies and/or services in the RFP, at the prices quoted, pursuant to all requirements and specifications contained therein. Furthermore, the respondent certifies that: (1) the proposal is genuine and is not made in the interest of or on behalf of any undisclosed person, firm, or corporation, and is not submitted in conformity with any agreement or rules of any group, association, or corporation; (2) the respondent has not directly or indirectly induced or solicited any other respondent to submit a false or sham proposal; (3) the respondent has not solicited or induced any person, firm, or corporation to refrain from responding; (4) the respondent has not sought by collusion or otherwise to obtain any advantage over any other respondent or over the University.

Modifications or erasures made before proposal submission must be initialed in ink by the person signing the proposal. Proposals, once submitted, may be modified in writing prior to the exact date and time set for the proposal closing. Any such modifications shall be prepared on company letterhead, signed by a duly authorized representative, and state the new document supersedes or modifies the prior proposal. The modification must be submitted in a sealed envelope marked "Proposal Modification" and clearly identifying the RFP title, RFP number and closing time and date. Proposals may not be modified after the proposal closing time and date. Telephone and facsimile modifications are not permitted.

Proposals may be withdrawn in writing, on company letterhead, signed by a duly authorized representative and received at the designated location prior to the date and time set for proposal closing. Proposals may be withdrawn in person before the proposal closing upon presentation of proper identification. Proposals may not be withdrawn for a period of sixty (60) days after the scheduled closing time for the receipt of proposals.

All proposals, information, and materials received by the University in connection with an RFP response shall be deemed open records pursuant to 610.021 RSMo. If a respondent believes any of the information contained in the respondent's response is exempt from 610.021 RSMo, then the respondent's response must specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the University will treat all materials received as open records. The University shall make the final determination as to what materials are or are not exempt.

4. **Evaluation and Award:** Any clerical errors, apparent on its face, may be corrected by the Buyer before contract award. Upon discovering an apparent clerical error, the Buyer shall contact the respondent and request clarification of the intended proposal. The correction shall be incorporated in the notice of award. The University reserves the right to request clarification of any portion of the respondent's response in order to verify the intent. The respondent is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.

The University reserves the right to make an award to the responsive and responsible respondent whose product or service meets the terms, conditions, and specifications of the RFP and whose proposal is considered to best serve the University's interest. In determining responsiveness and the responsibility of the Respondent, the following shall be considered when applicable: the ability, capacity, and skill of the respondent to perform as required; whether the respondent can perform promptly, or within the time specified without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the respondent; the quality of past performance by the respondent; the previous and existing compliance by the respondent with related laws and regulations; the sufficiency of the respondent's financial resources; the availability, quality and adaptability of the respondents equipment, supplies and/or services to the required use; the ability of the respondent to provide future maintenance, service and parts.

The University has established formal protest procedures. For more information about these procedures, contact the Buyer in Campus Procurement Services.

The University reserves the right to accept or reject any or all proposals and to waive any technicality or informality.

5. **Contract Award and Assignment:** The successful respondent shall, within ten (10) days after the receipt of formal notice of award of the contract, enter into a contract, in duplicate, prepared by the University. The Contract Documents shall include the Notice to Bidders, Specifications and Addenda, Exhibits, Proposal Form, Form of Contract, Letter of Award, University Purchase Order, and Form of Performance Bond, if required.

The contract to be awarded and any amount to be paid thereunder shall not be transferred, sublet, or assigned without the prior approval of the University.

6. **Contract Termination for Cause:** In the event the Contractor violates any provisions of the contract, the University may serve written notice upon Contractor and Surety setting forth the violations and demanding compliance with the contract. Unless within ten (10) days after serving such notice, such violations shall cease and satisfactory arrangements for correction be made, the University may terminate the contract by serving written notice upon the Contractor; but the liability of Contractor and Surety for such violation; and for any and all damages resulting therefrom, as well as from such termination, shall not be affected by any such termination.
7. **Contract Termination for Convenience:** The University reserves the right, in its best interest as determined by the University, to cancel the contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
8. **Warranty and Acceptance:** The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished or adopted by the University, (2) be fit and sufficient for the purpose expressed in the RFP, (3) be merchantable, (4) be of good materials and workmanship, (5) be free from defect. Such warranty shall survive delivery and shall not be deemed waived either by reason of the University's acceptance of or payment for such equipment, supplies, and/or services.

No equipment, supplies, and/or services received by the University pursuant to a contract shall be deemed accepted until the University has had a reasonable opportunity to inspect said equipment, supplies and/or services. All equipment, supplies, and/or services which do not comply with specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the Contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.

9. **Payment:** Payment terms, unless otherwise stated in the RFP, will be considered to be net 30 days after the date of satisfactory delivery and acceptance by the University and upon receipt of correct invoice whichever occurs last. Cash discounts for prompt payment may be offered but they will not be considered in determination of award unless specifically stated in the Detailed Specifications and Special Conditions. The University may withhold payment or make such deductions as may be necessary to protect the University from loss or damage on account of defective work, claims, damages, or to pay for repair or correction of equipment or supplies furnished hereunder.

10. Accounting Practices: The Contractor shall maintain, during the term of the contract, all books of account, reports, and records in accordance with generally accepted accounting practices and standard for records directly related to this contract. The Contractor agrees to make available to the University, during normal business hours, all book of account, reports and records relating to this contract for the duration of the contract and retain them for a minimum period of one (1) year beyond the last day of the contract term.

DETAILED SPECIFICATIONS AND SPECIAL CONDITIONS

1. INTRODUCTION

The Curators of the University of Missouri, a public organization (referred to as “University”, “MU”, and/or “Mizzou”, propose to contract with an organization (referred to as “Contractor”) to furnish and deliver PERFORMANCE MANAGEMENT SOFTWARE as described herein.

Attached hereto is a Form of Proposal to be used for the submission of information requested herein. The Form of Proposal must be sealed and clearly addressed to the Office of the Manager, MU Procurement Services, University of Missouri-Columbia, 1105 Carrie Francke Drive, Columbia, MO 65211-3100, with a notation on the sealed envelope showing the contents to be a proposal for “PERFORMANCE MANAGEMENT SOFTWARE, RFP #A092707” and received no later than SEPTEMBER 27, 2007, 2 p.m. CDT.

Any questions regarding the RFP shall be submitted in writing to Adria Allen, Senior Buyer, MU Procurement Services, 1105 Carrie Francke Drive, Columbia, MO 65211-3100 (phone 573/882-7171, fax 573/882-7171, or email Adria@missouri.edu).

2. OBJECTIVE

The purpose of this Request for Proposal (RFP) is to procure Performance Management software. The University intends to implement the software for approximately 600 employees, (400 employees are located in the University’s Division of Information Technology and 200 employees in Student & Auxiliary Services-a department within Student Affairs), to be hosted centrally on the Division of Information Technology’s servers or for a vendor hosted solution. Specific objectives are as follows:

- 2.1 Provide year-round performance evaluation and coaching.
- 2.2 Provide multi-rater performance feedback, including 360-degree feedback.
- 2.3 Manage professional development, including training plans.

3. BACKGROUND

- 3.1 Division of Information Technology uses a web-based Java application developed internally.
- 3.2 Data is stored in Oracle.
- 3.3 Student & Auxiliary Services uses spreadsheet or MS Word forms which were developed internally.

4. CONTRACT PERIOD

If a vendor hosted application is selected by the University (software installed on vendor's hardware and maintained by vendor), the contract shall be awarded for an initial contract period of one (1) year from date of award. The contract may be renewed for up to four (4) additional one (1)-year periods beyond the initial contract period under the same terms and conditions unless canceled by either party with 90 days notice. Any proposed price increase for a renewal period may be mutually agreed upon at the beginning of a new annual contract period, but cannot increase more than 5% over the previous contract period's cost.

If a Licensed, Installed Application (installed on University equipment and maintained by University) is selected by the University, the contract shall be awarded as a one-time purchase of the software, services and training. Additionally, the contract shall be automatically renewable for additional one (1)-year periods to cover the annual maintenance, support and license fees if applicable, unless canceled by either party in writing with 90 days notice. All original terms and conditions shall apply for the renewal periods.

5. AWARD OF CONTRACT

Proposals will be awarded based upon the lowest cost and the criteria set forth in section 9.

6. RESPONDENT'S PROPOSAL

In order to be considered for selection, Respondents must submit a complete response to all sections of this Request for Proposals that complies with all the mandatory requirements and which follows the outline provided in Form of Proposal.

7. DELIVERY

All deliveries shall be made FOB Destination with all freight charges thereto fully included and prepaid. The seller bears and pays the freight charges.

8. PAYMENT

All proposals to be submitted on the basis of payment by University check, terms Net 30. Payment shall be made within thirty- (30) days after receipt of properly certified vendor's invoices, rendered in duplicate. **Any different payment terms desired by the respondent must be clearly stated and may or may not be accepted by the University.** A payment schedule may be negotiated with the successful respondent.

The University may withhold payment or make deductions as may be necessary to protect the University from loss or damage on account of defective work, claims, damages, or to pay for repair or correction of products/services furnished hereunder.

9. PROPOSAL EVALUATION

From the total information requested below, determination shall be made of the prospective contractor's ability to furnish PERFORMANCE EVALUATION SOFTWARE to the University. All information requested below must be included as a part of the prospective contractor's proposal.

9.1 Since respondent must comply with ALL mandatory requirements, proposals WHICH DO NOT MEET THE MANDATORY REQUIREMENTS, WILL BE ELIMINATED. The requirements presented in this RFP specify the service to be provided by the Contractor. They are designed to assist the respondent in preparing a response, which will best meet the needs of the University. The mandatory requirements specify the minimum capabilities and services to be provided by the Contractor. If a respondent can demonstrate that a mandatory requirement can be provided in some other way, it may be acceptable. However, the burden of demonstrating the acceptability is on the respondent. **It is the respondent's responsibility to demonstrate that each response meets at least minimum mandatory requirements**

9.2 Evaluation of each proposal shall be made based on the following criteria:

Cost	50 points
Desirable Specifications	35 points
Vendor Qualifications	5 points
References	5 points
Minority/Woman Owned Participation	<u>5 points</u>
Total	100 points

9.3 Responses shall be indexed to every paragraph of this RFP. When a paragraph provides only information, acknowledge the paragraph by marking the appropriate "meets" or "does not meet" statement and provide a comment to elaborate if necessary. When the paragraph asks for information, provide a detailed response in the comment area. **Do not refer solely to attached sales literature as a response. The University reserves the right to declare the proposal as non-responsive, if the respondent fails to respond fully to any part of the RFP.** The following sections include mandatory requirements and desirable specifications. Desirable specifications have points associated with them, indicating that the respondent has some discretion in meeting the specification. If there are costs associated with delivery of these offerings, Respondent must so state.

9.4 The University reserves the right to reject any and all proposals submitted.

- 9.5 Proposals shall remain open and subject to acceptance for 90 days from the date of proposal opening. During this period, respondents may not make material modifications, corrections, or changes (including pricing) to their proposal.

10. MANDATORY REQUIREMENTS

It is the Respondent's responsibility to supply sufficient and complete information for a full evaluation of all items in this section. If more space is needed for comments or a description that cannot be inserted after the item, attach a page with the additional information and clearly identify it by referencing the associated section number.

- 10.1 The proposed user interface must have a web browser client.

☐ Meets specified requirement
☐ Does not meet specified requirement
Comments:

- 10.2 Software must have the capability to track each employee by a unique number.

☐ Meets specified requirement
☐ Does not meet specified requirement
Comments:

- 10.3 Software must include separate fields for each employee's first and last name.

☐ Meets specified requirement
☐ Does not meet specified requirement
Comments:

- 10.4 Software must include a field for each employee's employment date.

☐ Meets specified requirement
☐ Does not meet specified requirement
Comments:

- 10.5 Software must be capable of managing 600 or more employees without performance degradation.

☐ Meets specified requirement
☐ Does not meet specified requirement
Comments:

- 10.6 Respondents must complete and include, as part of its proposal submission, responses to IT Security Requirements, Attachment B.

_____ Meets specified requirement
_____ Does not meet specified requirement
Attachment B completed and included? _____ yes _____ no
Comments:

11. DESIRABLE SPECIFICATIONS (35 points)

It is the Respondent's responsibility to supply sufficient and complete information for a full evaluation of all items in this section. If more space is needed for comments or a description, attach a page with the additional information with each section clearly identified and section number referenced.

- 11.1 Software should include organizational unit and sub-unit fields relational to each employee's records for reporting and analytical purposes. In other words, all employees working in a specific unit or sub-unit could be identified by query or report.

Describe the software's ability to identify groups of employees by organizational units and sub-units.

_____ Meets desired specification
_____ Does not meet desired specification
Description included? _____ yes _____ no
Comments:

- 11.2 Software should include a field in each employee's record for current job title. Describe.

_____ Meets desired specification
_____ Does not meet desired specification
Description included? _____ yes _____ no
Comments:

- 11.3 Software should include a field in each employee's record for employee category, i.e. information technology, administrative, retail, financial, etc. Describe.

_____ Meets desired specification
_____ Does not meet desired specification
Description included? _____ yes _____ no
Comments:

- 11.4 Software should have the capability to provide automated reminders for upcoming deadlines.

Provide a description of how automated reminders are sent and to whom.

_____ Meets desired specification
_____ Does not meet desired specification
Description included? _____ yes _____no
Comments:

- 11.5 Software should come equipped with customizable performance review templates.

Describe the performance review templates and process for customization.

_____ Meets desired specification
_____ Does not meet desired specification
Description included? _____ yes _____no
Comments:

- 11.6 Software should allow for each University division/department using the program to designate a primary HR administrator and at least one delegate who will be responsible for their division/department.

Describe the software's capability and the process for assigning administrators and delegates for each University division/department.

_____ Meets desired specification
_____ Does not meet desired specification
Description included? _____ yes _____no
Comments:

- 11.7 HR administrators should have the ability to define permissions for their respective divisions/departments.

Describe how administrators can define permissions for their divisions/departments.

_____ Meets desired specification
_____ Does not meet desired specification
Description included? _____ yes _____no
Comments:

- 11.8 HR administrators should be able to develop custom evaluation forms for department/division and by position.

Describe the process by which HR administrators develop custom evaluation forms for departments/divisions and by positions.

☐ Meets desired specification
☐ Does not meet desired specification
Description included? ☐ yes ☐ no
Comments:

- 11.9 HR administrators should be able to develop custom evaluation ranges for each competency and goal.

Describe the process by which HR administrators develop custom evaluation ranges for each competency and goal.

☐ Meets desired specification
☐ Does not meet desired specification
Description included? ☐ yes ☐ no
Comments:

- 11.10 HR administrators should be able to develop custom relative weights for each competency and goal.

Describe the process by which HR administrators develop custom relative weights for each competency and goal.

☐ Meets desired specification
☐ Does not meet desired specification
Description included? ☐ yes ☐ no
Comments:

- 11.11 Software should include the capability for employees to participate in the review process by entering information directly into system, including self-review.

Describe the process by which employees enter information directly into system, including self-review.

☐ Meets desired specification
☐ Does not meet desired specification
Description included? ☐ yes ☐ no
Comments:

- 11.12 Evaluators should be able to enter and retrieve performance events as they occur for use later during formal performance reviews.

Describe the process by which evaluators enter and retrieve performance events for use in the current review cycle.

_____ Meets desired specification
_____ Does not meet desired specification
Description included? _____ yes _____ no
Comments:

- 11.13 Software should have a menu or library of helpful phrases and sentences to assist inexperienced or time-constrained evaluators/supervisors prepare evaluations quickly. Help phrases should be available for goal reviews, competency and training plan reviews.

Provide examples and describe the process by which evaluators/supervisors access and utilize helpful phrases and sentences for goal reviews, competency and training plan reviews.

_____ Meets desired specification
_____ Does not meet desired specification
Example included? _____ yes _____ no
Description included? _____ yes _____ no
Comments:

- 11.14 HR administrators should be able to customize or develop their own helpful phrases and sentences within the program to assist evaluators/supervisors prepare evaluations quickly.

Describe the process by which HR administrators enter new and/or amend or revise existing helpful phrases and sentences for goal reviews, competency and training plan reviews.

_____ Meets desired specification
_____ Does not meet desired specification
Description included? _____ yes _____ no
Comments:

- 11.15 Software should come equipped with competency templates, with each competency being defined by multiple, specific factors which can be individually rated. Competency templates should include, but not be limited to, information technology, financial, human resources, retail/sales, managerial and administrative staff.

List available competency templates and the specific factors of which they are comprised. Provide a description of additional competency templates which may be available, but do not come standard with the software.

_____ Meets desired specification
_____ Does not meet desired specification
List included? _____ yes _____no
Description included? _____ yes _____no
Comments:

- 11.16 HR administrators and delegate(s) should be able to create and edit custom competencies and multiple specific factors which make up each competency.

Describe the process by which HR administrators create and/or edit custom competencies and multiple specific factors which make up each competency.

_____ Meets desired specification
_____ Does not meet desired specification
Description included? _____ yes _____no
Comments:

- 11.17 Software should be able to provide automated, but editable, supporting text based on a numeric evaluation of individual competencies.

Provide examples of automated text scripts associated with numeric scores or evaluations for individual competencies. Describe how the text is viewed and edited within the software.

_____ Meets desired specification
_____ Does not meet desired specification
Examples provided? _____ yes _____no
Description included? _____ yes _____no
Comments:

- 11.18 Software features should allow users to copy goals to multiple employees.

Describe how goals are copied to multiple employees.

_____ Meets desired specification
_____ Does not meet desired specification
Description included? _____ yes _____no
Comments:

- 11.19 Software features should allow users to track and document goal progress.

Describe how goal progress is tracked and documented.

_____ Meets desired specification
_____ Does not meet desired specification
Description included? _____ yes _____no
Comments:

- 11.20 Software features should allow users to create a pool of organization-wide goals and copy select goals to multiple employees.

Describe how organization-wide goals are created, selected and copied to multiple employees.

_____ Meets desired specification
_____ Does not meet desired specification
Description included? _____ yes _____no
Comments:

- 11.21 Software features should allow users to copy goals directly into performance reviews.

Describe how goals are copied into performance reviews.

_____ Meets desired specification
_____ Does not meet desired specification
Description included? _____ yes _____no
Comments:

- 11.22 A training plan should be included as part of developmental goals. The training plan should include the recommended subject matter, the type of training, the date(s) of estimated/actual attendance, estimated/actual travel cost, estimated/average registration cost, what strategic/tactical goals it meets, and a check box indicating that the training has been completed, thus locking the record. Prior to locking the record, the software should warn the user to enter actual dates, travel, and registration. Types of training should include external instructor-led, internal instructor-led, web-based training, on-the-job training, conference, and a field for user-defined training.

Provide examples of training plans within the software. Describe how training plans are integrated with other developmental goals.

_____ Meets desired specification
_____ Does not meet desired specification
Examples provided? _____ yes _____no
Description included? _____ yes _____no
Comments:

- 11.23 Planned training that has not been completed during the evaluation period should populate the recommended training period block for the next annual evaluation period.

Describe how training not completed carries over to developmental goals for the next evaluation period.

_____ Meets desired specification
_____ Does not meet desired specification
Description included? _____ yes _____ no
Comments:

- 11.24 The evaluator/supervisor should be able to add or delete recommended training throughout the annual evaluation period. All completed training should not be able to be deleted.

Describe the process by which evaluators/supervisors are able to add or delete recommended training throughout the annual evaluation period for employees.

Describe the process for retaining records of completed training.

_____ Meets desired specification
_____ Does not meet desired specification
Description included? _____ yes _____ no
Comments:

- 11.25 The software should provide a workflow capability to enable evaluators, including designated and/or 360-degree evaluators to share information.

Describe the process by which evaluators/supervisors are able to share information about employees to which they are assigned rights to view.

_____ Meets desired specification
_____ Does not meet desired specification
Description included? _____ yes _____ no
Comments:

- 11.26 Approvals within a workflow should be able to halt the workflow until a positive approval has been given by an authorized party. Approvals should be saved by the approving authorities' identification and date/time; approvals should be fully auditable.

Describe how approvals move through a workflow process and any audit capability.

_____ Meets desired specification
_____ Does not meet desired specification
Description included? _____ yes _____no
Comments:

11.27 The workflow should indicate dependencies

Describe how dependencies are identified within the software.

_____ Meets desired specification
_____ Does not meet desired specification
Description included? _____ yes _____no
Comments:

11.28 As tasks are completed, the responsible individual should be able to enter completion date/time.

Describe how completed tasks are designated within the software.

_____ Meets desired specification
_____ Does not meet desired specification
Description included? _____ yes _____no
Comments:

11.29 The HR administrators or delegates should have a whole-system status indicator perspective to track workflow.

Describe HR administrators/delegates whole-system workflow view and any status indicators.

_____ Meets desired specification
_____ Does not meet desired specification
Description included? _____ yes _____no
Comments:

11.30 Task assignments should link to Outlook task lists and calendars.

Describe how software integrates with Microsoft Office Outlook for utilization of task lists and/or calendars.

_____ Meets desired specification
_____ Does not meet desired specification
Description included? _____ yes _____no
Comments:

11.31 Software should utilize a system of electronic signatures.

Describe the capability for electronic signatures by the evaluated person, the evaluator, and reviewer.

_____ Meets desired specification
_____ Does not meet desired specification
Description included? _____ yes _____no
Comments:

11.32 HR administrators should be able to customize evaluation period dates throughout the annual evaluation period.

Describe the capability for HR administrators to enter, revise, or update evaluation periods during evaluation periods.

_____ Meets desired specification
_____ Does not meet desired specification
Description included? _____ yes _____no
Comments:

11.33 HR administrators should be able to customize check-up dates for monthly, quarterly, or semi-annual evaluations. The administrator desires the ability to enter and lock both ratings and verbiage at each check-up.

Describe the capability for customization of check-up dates for monthly, quarterly, or semi-annual evaluations and the ability to enter and lock both ratings and verbiage at each check-up.

_____ Meets desired specification
_____ Does not meet desired specification
Description included? _____ yes _____no
Comments:

11.34 HR administrators should be able to customize rating scales, e.g. some will use 'excellent' as the top rating, while other departments may use a '1'.

Describe the capability for customization of rating scales.

_____ Meets desired specification
_____ Does not meet desired specification
Description included? _____ yes _____no
Comments:

- 11.35 HR administrators should be able to archive and retrieve data for inactive employees.

Describe the process for archiving and retrieving data for inactive employees.

_____ Meets desired specification
_____ Does not meet desired specification
Description included? _____ yes _____no
Comments:

- 11.36 HR administrators should be able determine the length of time past evaluations should be viewable; and have the ability to archive and retrieve evaluations for active employees.

Describe the ability for the HR administrator to archive and retrieve past evaluations for active employees.

_____ Meets desired specification
_____ Does not meet desired specification
Description included? _____ yes _____no
Comments:

- 11.37 The software should offer a suite of standard reports. Reports must be accessed by making selections from on-screen menus.

List standard reports that come with the software. Provide examples of standard reports and on-screen menus. Describe the process to actually run the reports and/or export data.

_____ Meets desired specification
_____ Does not meet desired specification
List of standard reports included? _____ yes _____no
Examples included? _____ yes _____no
Description included? _____ yes _____no
Comments:

- 11.38 Reports should be printable in what you see is what you get (WYSIWYG). In other words, printed reports should mirror or retain the same format as what is seen on the screen.

Please describe and provide examples.

_____ Meets desired specification
_____ Does not meet desired specification

Description included? ____ yes ____no
Examples included? ____ yes ____no
Comments:

- 11.39 HR administrators should be able to create custom and/or customize standard reports which can be printed and/or exported.

Describe how the HR administrator creates custom and/or customizes standard reports, including how to export data.

____ Meets desired specification
____ Does not meet desired specification
Description included? ____ yes ____no
Comments:

- 11.40 Software should have the capability for managers, supervisors, and others to obtain standard or customized management reports via the web interface.

Describe the capability for reports to be obtained via web interface.

Please describe and provide examples.

____ Meets desired specification
____ Does not meet desired specification
Description included? ____ yes ____no
Examples included? ____ yes ____no
Comments:

- 11.41 Administrators and supervisors/managers should be able to construct ad hoc reports limited to the scope of their supervisory or designated authority/permissions.

Describe the capability for reports to be constructed by administrators or users within the scope of their permissions or authority. Provide examples of ad hoc reports.

Please describe and provide examples.

____ Meets desired specification
____ Does not meet desired specification
Description included? ____ yes ____no
Examples included? ____ yes ____no
Comments:

- 11.42 Supervisors should be able to print a summary report to determine whether subordinate supervisors have completed evaluations at the start of the evaluation period, at check-up dates, and at the end of the evaluation period.

Describe the capability for reports to be printed by supervisors at specific intervals to determine status of subordinate supervisors' progress in completing evaluations. Provide examples of summary reports.

Please describe and provide examples.

_____ Meets desired specification
_____ Does not meet desired specification
Description included? _____ yes _____no
Examples included? _____ yes _____no
Comments:

- 11.43 If not included in the standard suite of reports, a report should show all employees, who their supervisor is, how many evaluations they have for a particular period and number of goals in their evaluation.

Please describe and provide examples.

_____ Meets desired specification
_____ Does not meet desired specification
Description included? _____ yes _____no
Examples included? _____ yes _____no
Comments:

- 11.44 If not included in the standard suite of reports, a report should show appraisals completed and not completed (all signatures applied).

Please describe and provide example(s).

_____ Meets desired specification
_____ Does not meet desired specification
Description included? _____ yes _____no
Example(s) included? _____ yes _____no
Comments:

- 11.45 If not included in the standard suite of reports, a series of reports should show assessments of evaluator ratings (bell curve analysis), which also include individual, supervisor, and HR professional reports of evaluators' ratings (bell curve).

Please describe and provide examples of each type of report.

_____ Meets desired specification
_____ Does not meet desired specification
Description included? _____ yes _____no
Example(s) included? _____ yes _____no
Comments:

- 11.46 If not included in standard suite of reports, a report should show by evaluation period division/department training /conferences requiring travel by major sub-units, including cost subtotals by sub-unit and total of all training costs.

Please describe and provide example(s).

_____ Meets desired specification
_____ Does not meet desired specification
Description included? _____ yes _____no
Example(s) included? _____ yes _____no
Comments:

- 11.47 If not included in the standard suite of reports, report(s) should show individual training plan; and training summary for all training/conferences by evaluation period.

Please describe and provide example(s).

_____ Meets desired specification
_____ Does not meet desired specification
Description included? _____ yes _____no
Example(s) included? _____ yes _____no
Comments:

- 11.48 If not included in standard suite of reports, a series of reports showing supervisor training plans for front-line supervisors, managers, directors, and others as designated.

Please describe and provide example(s).

_____ Meets desired specification
_____ Does not meet desired specification
Description included? _____ yes _____no
Example(s) included? _____ yes _____no
Comments:

- 11.49 If not included in the standard suite of reports, a report showing training summary for all training/conferences for rated individuals by supervisor

by evaluation period. The report should provide one page per rated individual.

Please describe and provide example(s).

_____ Meets desired specification
_____ Does not meet desired specification
Description included? _____ yes _____no
Example(s) included? _____ yes _____no
Comments:

- 11.50 If not included in standard suite of reports, an evaluation report for all types of training by sub-unit including subtotals for the division and individual subunits.

Please describe and provide example(s).

_____ Meets desired specification
_____ Does not meet desired specification
Description included? _____ yes _____no
Example(s) included? _____ yes _____no
Comments:

- 11.51 If not included in standard suite of reports, monthly, quarterly, semi-annual and annual report (of the evaluation period) of training completed by major subunits and the entire division/department. Actual costs should be subtotaled for each unit and for the division/department as a whole.

Please describe and provide example(s).

_____ Meets desired specification
_____ Does not meet desired specification
Description included? _____ yes _____no
Example(s) included? _____ yes _____no
Comments:

- 11.52 The proposed solution should be able to export data for additional information analysis to other applications (e.g. Excel, Word, XML-capable transfer, etc.). The software should provide XML data export.

List applications to which data may be transferred. Describe data export capabilities.

_____ Meets desired specification
_____ Does not meet desired specification
List included? _____ yes _____no

Description included? ____ yes ____no
Comments:

- 11.53 The software should integrate with the University's Microsoft Exchange e-mail platform, which will serve to distribute e-mail notifications.

Describe how software integrates with the University's e-mail platform.

____ Meets desired specification
____ Does not meet desired specification
Description included? ____ yes ____no
Comments:

- 11.54 The software should be deployed on either Windows Server 2003 using IIS or Red Hat Enterprise Linux using Apache as the web front-end.

Describe how the software is deployed or can be deployed as stated.

____ Meets desired specification
____ Does not meet desired specification
Description included? ____ yes ____no
Comments:

- 11.55 The application data should be stored in either Microsoft SQL version 2000 or 2005 or Oracle 9i or above.

Describe how the software is stored or can be stored as stated.

____ Meets desired specification
____ Does not meet desired specification
Description included? ____ yes ____no
Comments:

- 11.56 Installation of software should be clearly detailed, including instructions which state the actions or requirements of University staff.

Describe in a step-by-step format what actions need to be accomplished by the vendor to install the software, if any. Provide a checklist detailing all tasks.

____ Meets desired specification
____ Does not meet desired specification
Description included? ____ yes ____no
Comments:

- 11.57 A comprehensive maintenance agreement should be provided which clearly states what is covered. Included in the maintenance agreement

should be specific sections dealing with bug reporting and version upgrades. The maintenance agreement should cover bug reporting by the University and the process for repair. There should be a target timeline offered for all bug fixes identified by the University.

Provide proposed comprehensive maintenance agreement as stated.

_____ Meets desired specification
_____ Does not meet desired specification
Maintenance agreement included? _____ yes _____no
Comments:

- 11.58 Response time to University reports of trouble should receive a business day response time of no more than four (4) business hours.

Describe vendor's support procedures, including any queues, expected response times, and prioritization of trouble reports.

_____ Meets desired specification
_____ Does not meet desired specification
Description included? _____ yes _____no
Comments

- 11.59 Trouble escalation procedures should be clearly defined, with responsible parties and the actions for which they are accountable articulated.

Describe trouble escalation procedures.

_____ Meets desired specification
_____ Does not meet desired specification
Description included? _____ yes _____no
Comments

- 11.60 The vendor should have a toll-free number and/or e-mail address to which trouble issues can be reported.

Provide the toll-free telephone number and/or email address to be used for reporting trouble issues.

_____ Meets desired specification
_____ Does not meet desired specification
Toll-free telephone number included? _____ yes _____no
E-mail address included? _____ yes _____no
Comments:

- 11.61 Training classes for the performance management software administrators

should be free-of-charge for two administrators per department. If travel is required to the successful vendor's training center, the University will pay its own travel.

Describe the training classes for the performance management software administrators, where or by what means the classes are conducted, and any associated costs.

☐ Meets desired specification
☐ Does not meet desired specification
Description included? ☐ yes ☐ no
Comments:

- 11.62 Training materials should be made available to the University software administrators. Materials should be free-of-charge for two administrators per department. Materials should be made available for distribution to additional administrators or designated delegates.

Describe types of training materials and distribution methods available to the performance management software administrators and any associated costs.

☐ Meets desired specification
☐ Does not meet desired specification
Description included? ☐ yes ☐ no
Comments:

- 11.63 Training classes for evaluators/users using the performance management software should be free-of-charge and may be available on-site, via webinar, through a train-the-trainer program, etc. Provisions for training new users (evaluators) should be made.

Describe the training classes for University software users. Include methods available (onsite, webinar, train-the-trainer, etc.), whether one-time or available on an as-needed basis, and any costs associated with the training.

☐ Meets desired specification
☐ Does not meet desired specification
Description included? ☐ yes ☐ no
Comments:

- 11.64 Training materials should be made available to evaluators/users. Materials should be free-of-charge, and made readily available for unlimited distribution.

Describe types of training materials and distribution methods available to the performance management software evaluators/users.

☐ Meets desired specification
☐ Does not meet desired specification
Description included? ☐ yes ☐ no
Comments:

- 11.65 Four (4) copies of all training documentation should be included for evaluation by the University.

Provide copies of all training documentation for consideration.

☐ Meets desired specification
☐ Does not meet desired specification
Training documentation included? ☐ yes ☐ no
Comments:

- 11.66 Data is owned by the University and should be made available upon termination of the contractual relationship or upon the University's request. Data should be provided in a format which is agreeable to the University for the purpose of extracting data in a useful format.

Describe the process for providing data to the University so that it can be extracted in a useful format.

☐ Meets desired specification
☐ Does not meet desired specification
Description included? ☐ yes ☐ no
Comments:

12. VENDOR QUALIFICATIONS (5 points)

It is the Respondent's responsibility to supply sufficient and complete information for a full evaluation of all items in this section. If more space is needed for comments or a description, attach a page with the additional information and clearly identify it by referencing the associated section number.

- 12.1 Provide a brief statement of capabilities and years of experience with performance management software.

Statement provided? ☐ yes ☐ no

- 12.2 Describe in detail the qualifications, years of experience, and location (domestic and/or international) of technical support.

Description provided? ____ yes ____no

12.3 Provide a brief history of the organization not to exceed five pages.

History provided? ____ yes ____no

12.4 List any user groups associated with your product(s) and the nature of your relationship with them.

List of users groups provided? ____ yes ____no

Nature of relationships explained? ____ yes ____no

12.5 List any vendor alliances associated with your product(s) and the nature of your relationship with them.

List of vendor alliances provided? ____ yes ____no

Nature of relationships explained? ____ yes ____no

12.6 Designate one vendor point of contact (i.e. account executive) for all issues related to implementation and subsequent service. The point-of-contact may delegate tasks, but should remain directly responsible to the University for delegated tasks.

Primary point of contact provided? ____ yes ____no

13. REFERENCES (5 points)

It is the Respondent's responsibility to supply sufficient and complete information for a full evaluation of all items in this section. If more space is needed for comments or a description, attach a page with the additional information with each section clearly identified and section number referenced.

Respondent must provide at least three (3) references. Preference shall be given to references from other public institutions of higher education which may be using the proposed performance management software solution. Include contact names, addresses, phone numbers and email.

Contact Name	Institution	Address	Phone	Email
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

14. ADDITIONAL AGREEMENTS

If the University will be expected to execute any terms and conditions agreement with the successful respondent, samples should be provided with the proposal response.

PROPOSAL FORM

(Name of firm or individual responding)

REQUEST FOR PROPOSALS
FOR
FURNISHING AND DELIVERY
OF A
PERFORMANCE MANAGEMENT SOFTWARE
FOR
THE CURATORS OF THE UNIVERSITY OF MISSOURI
FOR
THE UNIVERSITY OF MISSOURI-COLUMBIA
RFP #A092707
OPENING DATE: SEPTEMBER 27, 2007
TIME: 2:00 PM, CDST

The undersigned proposes to furnish the following items and/or services at the prices quoted and agrees to perform in accordance with all requirements and specifications contained within this Request For Proposal issued by the University of Missouri-Columbia.

NOTE: The following information is to be submitted sealed in a SEPARATE ENVELOPE marked "Form of Proposal and Pricing Information for PERFORMANCE MANAGEMENT SOFTWARE, RFP #A092707."

Pricing:

ASP/Vendor Hosted System (maintained by the vendor) for 600 users:

Set Up fees (one-time)	\$ _____
Software Monthly Cost:	\$ _____/month
Maintenance, if applicable:	\$ _____/month

License Purchase (installed and maintained on University hardware) for 600 users:

Software Acquisition Cost:	\$ _____
Annual Maintenance:	\$ _____/year

Full Installation Services by Vendor:	\$ _____
---------------------------------------	----------

-Include a description of what is included with full installation provided by the vendor:

Partial Installation Services (indicate the hourly rate): \$_____/hour
 -This relates to desirable specification 11.56. Describe the tasks that can be performed by University staff and tasks that would be provided by the vendor.

Additional site licenses may be added at the discretion of the University.

AUTHORIZED RESPONDENT REPRESENTATION

Number of calendar days delivery after receipt of order		Payment Terms	
Authorized Signature		Date	
Printed Name		Title	
Company Name			
Mailing Address			
City, State, Zip			
Phone No.		Federal Employer ID No.	
Fax No.		E-Mail Address	
Circle one: Individual Partnership Corporation			
If a corporation, incorporated under the laws of the State of _____			
Licensed to do business in the State of Missouri? ____yes ____no			

This signature sheet must be returned with your proposal.

M/WBE PARTICIPATION FORM

If proposing MBE/WBE participation, the contractor/supplier must indicate below the percentage of qualified MBE and WBE participation committed to in relation to the total dollar value of the contract regardless of whether the contractor/supplier is awarded one, some, or all of the categories being proposed. Overall the MBE and WBE participation must not be contingent upon award of a specific category, and the contractor/supplier, if awarded a contract, must be able to achieve the stated participation for the resulting contract regardless of the categories awarded or not awarded. The contractor/supplier must be able to achieve participation stated below for the total value of the awarded contract(s). If the contractor/supplier is a qualified MBE and/or WBE, the contractor/supplier may indicate 100% participation.

The University's MBE participation goal for this bid is 10%.

The University's WBE participation goal for this bid is 5%.

The contractor supplier is committed to the following MBE and WBE participation on this bid:

Total MBE Participation ____% **Total WBE Participation ____%**

Complete the following table indicating the firms used to meet the participation levels indicated.

MBE Firm Name	MBE % of Contract	WBE Firm Name	WBE % of Contract

-----**THIS FORM MUST BE SUBMITTED WITH THE RESPONSE**-----

This form is related to Section 7 of the General Terms and Conditions.

CERTIFYING MBE/WBE AGENCIES

MBE/WBEs are those businesses certified as disadvantaged by an approved agency. The Bidder is responsible for obtaining information regarding the certification status of a firm. A list of certified firms may be obtained by contacting the agencies listed below. Any firm listed as disadvantaged by any of the following agencies will be classified as a MBE or WBE by the Owner.

St. Louis Development Corporation
1015 Locust
St. Louis, MO 63101
314/622-3400; 314/622-3413 (Fax)
CONTACT: Minority Business Development Manager

Bi-State Development Agency
707 North First Street
St. Louis, MO 63102-2595
314/982-1457; 314/982-1558 (Fax)
CONTACT: Disadvantaged Business Enterprise Coordinator
St. Louis Minority Business Council
308 North 21st St., 7th Floor
St. Louis, MO 63101
314/241-1143; 314/241-1073 (Fax)
CONTACT: Executive Director

U.S. Small Business Administration - St. Louis, MO
8(a) Contractors, Minority Small Business
815 Olive St., Room 242
St. Louis, MO 63101
314/539-6600; 314/539-3785 (Fax)
CONTACT: Business Opportunity Specialist

Lambert St. Louis International Airport
4610 N. Lindbergh, Suite 240
Bridgeton, MO 63044
314/551-5000; 314/551-5013 (Fax)
CONTACT: Program Specialist

City of Kansas City, Missouri
Human Relations Department, MBE/WBE Division
4th Floor, City Hall
Kansas City, MO 64106
816/274-1432; 816/274-1025 (Fax)
CONTACT: Minority Business Specialist

Kansas City Minority Supplier Council
777 Admiral Blvd.
Kansas City, MO 64106
816/221-4200; 816/221-4212 (Fax)
CONTACT: Executive Director

U.S. Small Business Administration - Kansas City, MO
8(a) Contractors, Minority Small Business
323 W. 8th Street, Suite 501
Kansas City, MO 66105
816/374-6729; 816/374-6759 (Fax)
CONTACT: Business Opportunity Specialist

State of Missouri-Office of Administration
Division of Design and Construction, Minority Business Development
P.O. Box 809, Harry S. Truman State Office Building
Room 730, 301 West High Street
Jefferson City, MO 65102
573/751-6908; 573/526-3097 (Fax)
CONTACT: Minority Contracts Coordinator

Missouri Department of Transportation
Division of Construction
P.O. Box 270
Jefferson City, MO 65102
573/751-6801; 573/526-5640-6555 (Fax)
CONTACT: Disadvantaged Business Enterprise Coordinator

Illinois Department of Transportation
MBE/WBE Certification Section
2300 Dirkes Parkway
Springfield, IL 62764
217/782-5490
CONTACT: Certification Manager

State of Missouri-Office of Administration
Division of Purchasing & Materials Management
Minority Purchasing Unit
P.O. Box 809
Jefferson City, MO 65102
800/592-6019; 573/751-7276 (Fax)
CONTACT: MBE/WBE Certification Coordinator

IT SECURITY REQUIREMENTS

As part of the selection process vendors must demonstrate compliance with the security criteria listed below by responding in writing to every statement and question in the six categories. Vendor responses will be reviewed and remediation measures may be suggested for any areas that fall short of the minimum security criteria.

The security criteria are subject to additions and changes without warning. The University of Missouri reserves the right to periodically audit the hardware and/or software infrastructure to ensure compliance with industry best practices and these standards. Per University policy, all applications must be registered with the Division of IT, Information Security & Account Management group. Additionally, applications must be assigned the appropriate [data classification](#) level and meet the applicable security requirements for that level. All applications must also undergo a [security inspection](#).

A consultation with ISAM may be required to ensure the appropriate security requirements are met.

Responding

Explicitly detailed, technical responses to the following statements and questions are required. Please include any security whitepapers, technical documents, or policies that are applicable. The University of Missouri requires compliance with the Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA), Gramm-Leach-Bliley Act (GLBA), Payment Card Industry (PCI) specifications, and all other applicable legal regulations.

General Criteria

General Security

1. The vendor must provide a proposed architecture document that includes a full network diagram of the environment, illustrating the relationship between the environment and any other relevant networks, with a full data flowchart that details where data resides, the applications that manipulate it, and the security thereof.
2. The vendor must be able to immediately disable all or part of the functionality should a security issue be identified.
3. The vendor must demonstrate compliance with all legal regulations applicable to the data accessed, transmitted, or stored. The vendor must disclose plans for complying with applicable regulations including details about the information collected and stored. Details of any third party reviews related to regulatory compliance must be included.
4. The vendor must provide documentation that shows that they follow industry standard best practices for system configuration and development.

Physical Security

1. The equipment must be located in a secure facility with the use of physical tokens for access at a minimum.
2. The vendor must disclose who amongst their personnel will have access to the hardware for the University of Missouri.
3. The vendor must provide their procedures for granting physical access and their process for auditing the access list.

Network Security

1. The vendor must deploy host and network-based firewall technology if data between the University of Missouri and the vendor will go over the Internet.

Host Security

1. The vendor must disclose how and to what extent University of Missouri data is segregated and protected from other customers.
2. The vendor must disclose how and to what extent the hosts comprising the University of Missouri infrastructure have been hardened against attack. If the vendor has hardening documentation, provide that as well.
3. The vendor must provide a listing of current patches on hosts, including host OS patches, web servers, databases, and any other application.
4. The vendor must provide their policies for responding to security vulnerabilities and applying security patches.
5. The vendor must disclose their processes for monitoring integrity and availability.
6. The vendor must provide information on their password policy for the University of Missouri infrastructure, including minimum password length, password generation guidelines, and how often passwords are changed.
7. The vendor must provide their procedures for granting logical access and their process for auditing the access list.
8. The vendor must disclose how user authentication works.

Web Security

1. The vendor must provide their documentation for conducting security Quality Assurance testing for the application. Testing must include authentication, authorization, and accounting functions, as well as any other activity designed to validate the security architecture.

2. The vendor must disclose their process for web code review for the explicit purpose of identification and remediation of security vulnerabilities. Details on who conducted the review, the results, and any remediation activity that has taken place must be included.

Cryptography

1. The vendor must deploy cryptographic technology to protect traffic between the University of Missouri and the vendor.
2. The vendor must use cryptographic algorithms that have been published and evaluated by the general cryptographic community. The University of Missouri infrastructure cannot utilize homegrown cryptography.
3. The vendor must provide documentation on the PKI requirements for the University of Missouri infrastructure.
4. Remote administration of the system shall be done using encrypted channels.