

THE UNIVERSITY OF NEW MEXICO

**PURCHASING DEPARTMENT
UNM BUSINESS CENTER
1700 LOMAS, NE – SUITE 2600
MSC01 1240, 1 UNIVERSITY OF NEW MEXICO
ALBUQUERQUE, NM 87131-0001**

REQUEST FOR PROPOSAL COVER SHEET

Request For Proposal Number: RFP 1308-10 (RFP).

TITLE: Assessment Management System

The University of New Mexico (UNM) invites you (“Offeror”) to submit an offer for the material(s) and/or services (Proposal) set forth in this RFP. Please read carefully the instructions, specifications, and UNM’s Standard Terms and Conditions, because failure to comply therewith may result in an offer being classified as unresponsive and disqualified. Proposals must be submitted no later than the Proposal Deadline. New Mexico civil and criminal law prohibit bribes, gratuities and kickbacks.

UNM Contact Information:

Name: Jeff Gilmore

Title: Senior Contract Specialist.

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THE UNIVERSITY OF NEW MEXICO
PURCHASING DEPARTMENT (RFP 1308-10)
1700 Lomas Boulevard NE, Suite 2600
ALBUQUERQUE, NM 87102

Proposal Due Date and Time: As set forth in Section I (Proposal Deadline).

Delivery of Proposals: Offerors may submit a Proposal as follows:

1. Hand Delivery. Hand deliveries may be made to the UNM Purchasing Department, at the address set forth above as “UNM Contact Information.” The address must include the RFP number.

2. Common Carrier. Carrier Deliveries may be made to the UNM Purchasing Office, at the address set forth above as “UNM Contact Information.” The address must include the RFP number.

3. LoboSource. For this RFP, Offerors MAY NOT electronically submit their Proposal through UNM’s Lobosource website: <http://www.unm.edu/~purch/lobosource.html>.

Hard Copies:

1. Hard copies must be a maximum of 100 pages (each side of a paper with text counts as one page), in an approximate 8.5’ x 11’ binder, printed in ink, and corrections must be initialed. The Offeror must submit:

One Original, marked on the cover as “Original,”
__4__ () copies, marked on the cover of each as “copy,” and
__1__ () cd/dvd discs

2. An Offeror’s submitted, sealed Proposal envelope/box/package must be clearly marked with the RFP Number and Opening Date (see RFP Proposal Deadline in Section II RFP Timeline) in the lower left hand corner. Failure to mark your sealed Offer may result in your Offer being opened early or your Offer not being included in the Request for Proposal Opening.

Table of Contents:

Section I.	RFP Schedule
Section II.	Scope of Work
Section III.	Evaluation Criteria
Section IV.	Organization of Proposals
Section V.	Proposal Contents
Section VI.	Additional Instructions to Offerors
Section VII.	Standard Terms and Conditions
Section VIII.	Additional Terms and Conditions
Section IX.	Signature Page and Supplemental Information.
Exhibit A:	Small & Small Disadvantaged Business Certification
Exhibit B:	Signature Page
Exhibit C:	Conflict of Interest Certificate Form
Exhibit D:	Insurance Requirements
Attachment A:	RFP Question Submittal Form
Attachment B:	Scope of Work

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SECTION I. RFP SCHEDULE

1.1 UNM intends to conduct the RFP in accordance with the following schedule.

RFP Issued	October 13, 2009
Deadline for Offeror Questions	4 PM MST, October 20, 2009
Deadline for UNM Responses	4 PM MST, October 23, 2009
RFP Proposal Deadline	4 PM MST, November 10, 2009
Vendor Interviews (if required)	To be determined by UNM, see paragraph 1.5 below.
Negotiations	To be determined by UNM.

1.2 UNM may alter the RFP Schedule for any reason, in its sole discretion. UNM will notify Offerors, via Lobosource of any RFP Schedule changes. Offerors should periodically check with Lobosource for any RFP addenda or schedule modifications.

1.3 Potential Offerors may submit written questions as to the intent or clarity of this RFP. All written questions must be addressed to the Buyer for this RFP. Offerors are to submit written questions using the format on Attachment A - RFP Question Submittal Form, or a similar format thereto. Written responses to the questions received will be distributed by UNM's Purchasing Department as addenda to this RFP solicitation. All questions including technical questions regarding the RFP must be submitted electronically and should be e-mailed to the UNM contact identified on the RFP Cover Page.

1.4 UNM's Response(s) to Offeror Questions. UNM's response to the written questions and any modifications and/or clarifications will be placed on line under LoboSource by the time set forth on the RFP schedule, as addenda, and such responses will become part of the RFP file. The questions and answers posted will not indicate any reference to the Offeror that submitted the questions(s).

1.5 UNM anticipates selecting one or more top scoring vendors, as further set forth in Section III, to demonstrate their products and services on the UNM campus. Vendors will be notified by telephone and/or e-mail within one week as to the time and location of the demonstrations to be held on the University's Albuquerque campus. At this time, it is anticipated that such demonstrations may take place in late November through early December, depending on the time it takes to score proposals. UNM reserves the right, in its sole discretion, to modify this schedule without formal amendment of this RFP and without notice other than notice to vendors requested to perform such demonstrations.

Please do not make repeated phone calls to the UNM purchasing department asking about the status of vendor demonstrations.

1.6 Negotiations. The negotiations and projected date of award may change, without amendment of this RFP and as the sole discretion of UNM, due to the length of time required to score proposals or schedule presentations.

SECTION II. SCOPE OF WORK.

2.1 The Scope of work is attached hereto as Attachment B.

2.2 This RFP contains specific requests for information. In responding to this RFP, Offerors are encouraged to provide additional information if Offeror believes that information to be relevant.

SECTION III. EVALUATION CRITERIA.

Proposals will be evaluated and scored as shown below in the evaluation criteria. The Vendor whose Proposal is most advantageous to UNM will be selected to provide the goods and services, although UNM reserves the right to reject all proposals and/or cancel this RFP.

The evaluation will be in two phases.

During the first phase of evaluation, UNM will score ALL vendors with Evaluation Criteria A-F, as set forth below.

During the second phase of evaluation, UNM will invite the vendor(s) with the highest score(s) during phase one to perform demonstrations of products and services. The score for the second phase will be based on Evaluation Criteria G-H. The number of vendors selected to participate in product & service demonstration will be determined by UNM in its sole discretion without amendment of this RFP or notice to any vendors other than notice to the vendor(s) who have been selected to participate in such demonstrations.

Based on proposals received, UNM will determine what information it would like vendors to provide in their demonstrations. It is anticipated that the selected vendor(s) will perform an approximately three hour presentation to the evaluation committee, with the presentation content and structure to be determined by the vendor, consistent with the Scope of Work and section VII of this document and consistent with any instructions provided by UNM. It is anticipated that the presentation will be followed by a 30 minute session for questions, answers and discussion with the evaluation committee. The presentation will be held on UNM's main campus in Albuquerque, NM.

Final scores will be determined by adding the score for Evaluation Criteria A-F with the scores for Evaluation Criteria G-H for a total overall score. The vendor receiving the highest overall score (for Evaluation Criteria A-H) will be awarded the contract.

Evaluation Criteria

		Possible Points
A.	Products & Services	25 points
B.	Total cost of initial package requested	25 points
C.	Performance	20 points
D.	Experience & Qualifications	15 points
E.	Projected costs for future enhancements	10 points
F.	Implementation Timeline	5 points
	Subtotals:	100 points
G.	References	60 points
H.	Product Demonstration	40 points
	Subtotals:	100 points
	Total	200 points

SECTION IV. ORGANIZATION OF PROPOSALS.

The proposal must contain all work of project requirements necessary to accomplish the scope of work as defined above and provide the functionality needed. For each project component include a complete description of the proposed approach and methodology, as well as all requirements and tasks required to accomplish the project. Include a timeline for project completion. The plan must be in sufficient detail to convey to the evaluation committee the vendor's knowledge of the subjects and skills necessary for the project as described in the scope of work.

4.1 Offerors are to organize Proposals in the order as stated in this section. The submission of Proposals must be organized to include, but not be limited to, the following information:

1. Name, address, e-mail address, telephone numbers, and facsimile number of the Offeror.
2. Name, title, e-mail address, and telephone number of primary contact of the Offeror.
3. A signature by the Offeror or by an officer/employee on who certifies that he/she has the authority to make the Proposal.

4. A statement by the Offeror, certifying that if awarded the contract, the Offeror will comply with the contract Terms and Conditions as set forth in this RFP.
5. Describe the experience and qualifications for the specific individuals who will provide the consulting services for the work.
6. Provide a list of references that identifies institutions the Offeror has successfully served in the past. Include phone numbers and mailing addresses of individuals who can attest to the Offerors experience and qualifications of the services requested. References must be familiar with the Offerors work within the past three years.
7. Provide background regarding Offeror, including: length of time in business, other activities performed by Offeror, in addition to higher education searches; number of consultants on staff (including owners, partners, and employees).
8. Describe the client's conflict of interest policy relative to multiple client organizations.
9. Submit a detailed cost proposal for providing the services requested. Please itemize fees, expenses and optional costs separately. (*UNM reserves the right to negotiate the final fees and cost.*)

V Proposal Contents

1. Technical Specifications

1.1 General Infrastructure

- 1.1.1. Please describe the infrastructure requirements for the product to be deployed in the following states: (minimum configuration, recommended configuration, high availability). Please include number of servers, DB architecture, server specs, bandwidth, etc.)

1.2. Hosting Type

- 1.2.1. Indicate whether the system can be hosted by the vendor and the cost schedule for this service alone.

1.3. Server and Operating System

- 1.2.1. List the operating systems and versions that are supported by your product.
- 1.2.2. What are the CPU and memory requirements of servers and clients for this product?
- 1.2.3. Can the product run in a virtual server environment?

1.4. Database

- 1.3.1. List the database environments and versions supported by your product.
- 1.3.2. What are typical DB sizing recommendations for deployment
- 1.3.3. Please provide an overview of the standard DB schema

1.3.4. How does the product connect to the backend database? (ODBC, JDBC, Native, etc.)?

1.5. Web/Application Server

1.4.1. If you don't host the system, list the web servers and/or application servers and versions that are supported by your product.

1.6. High Availability

1.5.1. Describe the supported methods for Load Balancing the AMS infrastructure (if required). Otherwise explain why load balancing is not required.

1.5.2. Describe the supported methods for Failover and Recovery of the AMS infrastructure.

1.5.3. How does the product/system address downtime associated with maintenance, outages, or upgrades?

1.7. Authentication and Authorization

1.6.1. List the available authentication options supported by the product.

1.6.2. Does the product allow for authentication against multiple sources?

1.6.3. Describe how and where the product handles user Authorization.

1.6.4. Where and how are roles and settings for Authorization stored?

1.6.5. Describe how your product supports federated identity management using Shibboleth, OpenID, and others

2. Administration

2.1. Product Administration

2.1.1. Is the administrative interface web based?

2.1.2. Is the administrative interface a zero foot print client? (Are there any plugins such as Active-X or Java applets required? Please describe in detail.)

2.1.3. Describe how administrative access is granted in the product?

2.1.4. Can all administrative settings be completed by a web interface?

2.1.5. Describe the process for creating and assigning roles and the skill sets necessary to complete such a task.

2.1.6. Can a user be assigned multiple roles?

2.2. Site Administration

2.2.1. Can the product support multiple sub-domains in the unm.edu domain? (program1.unm.edu, departmentx.unm.edu... www.unm.edu, etc.)?

2.2.2. Can the product support management of custom domains that UNM uses for departments, campaigns and special events (unmexample.com, specialunmprogram.org, etc.)?

2.2.3. Can site level administration be granted to individual users per site? Distributed administration?

2.2.4. Can user be assigned access to multiple sites?

3. User Interface

3.1. General User Interface

3.1.1. What operating systems are supported for in the user interface? (Windows [XP, Vista, Windows 7?], Macintosh OS, Linux, etc.)

3.1.2. Is the user interface for managing content within your product web based?

3.1.3. List the browsers and versions that are supported by the user interface.

- 3.1.4. Is the browser interface a zero foot print client? (Are their any plug-ins such as Active-X or Java applets required? Please describe in detail.)
- 3.1.5. Is the interface accessible from mobile devices and browsers? Please specify the devices and operating systems requirements.

3.2. User Interface features

3.2.1. WYSIWYG

- 3.2.1.1. Does the UI provide a WYSIWYG interface for creating formatted content?
- 3.2.1.2. Does the UI provide spell-checking capabilities? Is a custom dictionary supported?
- 3.2.1.3. Does the UI WYSIWYG editor allow for direct editing of the HTML code?
- 3.2.1.4. Can the UI WYSIWYG editor be replaced or configured to meet our specific needs?
- 3.2.2. Provide a list of content formatting features that are available in the UI? (tabs, bulleted lists, headings, tables, etc.)
- 3.2.3. Does the UI allow for authors to upload documents such as images, PDFs, Word documents, etc to be used in content or linked from content?
- 3.2.4. Does the product provide for a library of content that authors can access to utilize existing content, images, media, etc. within their documents?
- 3.2.5. Does the product allow for a document or content to be previewed before publishing?
- 3.2.6. Does the product provide an events calendar?
- 3.2.7. Does the product provide wizards or step-by-step processes for entering common content types such as events, notifications, documents?
- 3.2.8. What mechanisms exist in the product for handling form actions?
- 3.2.9. What online user help mechanisms are included (including field-based or context sensitive help)?
- 3.2.10. Does the product provide for a customizable data dictionary?

3.3. Importing Content

- 3.3.1. Does the product support cut and paste from external applications such as MS Word? Please specify versions and compatibility.
- 3.3.2. Does the product make efforts to clean up the formatting/structure of pasted content from external applications?
- 3.3.3. Can aggregated content from external sources such as RSS, web services, XML, etc. be consumed by the product?
- 3.3.4. Can content from the Banner ERP be consumed by the product?

4. Performance

- 4.1. How does the system add value for the individual user (student, faculty, chair, dean, administration) beyond data storage and organization?
- 4.2. How does the system help users “close the loop” and promote process/learning improvement?
- 4.3. How does the software help users visualize change across time?
- 4.4. How does the software help users visualize the integration of course, program and institutional learning and improvement?
- 4.5. How does the software minimize data entry time?
- 4.6. How does the software minimize time spent on editing, report generation, and other administrative tasks?

- 4.7. How does the software facilitate communication (feedback, deadline notification, notes, discussion, group editing, publication to dept. web site, export to MSWord, PDF, etc.)?
- 4.8. How does the system facilitate version control?

5. Templates

- 4.1. Does the product allow for the creation of global and site-specific templates?
- 4.2. Describe the process, tools and skill set needed to create or modify templates within the product.

6. Publishing

5.1. General

- 5.1.1. Please describe the publishing process of your product. Explain the how content is delivered to the end user and the role of the AMS.
- 5.1.2. Are/Can pages in the AMS rendered on demand?
- 5.1.3. Are/Can pages in the AMS be published as static HTML?
- 5.1.4. Can your product publish content to remote web servers?
- 5.1.5. Can content be scheduled to be published and/or unpublished at a future time?

5.2. Multi format publishing

- 5.4.1. Please describe capabilities of your product to publish content in the following formats: PDF; Doc; Html; Text; AND Mobile.

7. Workflow

- 7.1. Does the product have a “check-in/check-out” process?
- 7.2. Describe the process for building workflows.
- 7.3. What actions and/or content types can be assigned to a workflow?
- 7.4. Can unique workflows be assigned to different sites, folders, documents, or objects within a document?
- 7.5. Does the product provide a GUI for building workflows?
- 7.6. What mechanisms does the product utilize to alert an individual of a task in a workflow?
- 7.7. Can content about to expire automatically be entered into a workflow?

8. Accessibility

- 8.1. Does the product publish accessible content as defined by Section 508?
- 8.2. Does the product publish content that meets Web Content Accessibility Guidelines (WCAG)? Priority 1, 2, or 3?
- 8.3. Does the product require that ALT attributes be entered for all images?
- 8.4. Does the product ensure the use of ALT or LABEL for all form elements?
- 8.5. Does the product generate accessible tables including the use of a table summary and scope attributes?
- 8.6. Does the product provide a way for the user to skip repetitive navigation and go directly to the content? (commonly used in screen readers)
- 8.7. Please describe any additional accessibility features available with your product?

9. Security

- 9.1. Describe all ports used by your product and any implications for firewalls.
- 9.2. Does the product keep an audit trail of all changes; when and by whom they are made?

- 9.3. Are rollbacks available from the audit trail?
- 9.4. Describe the level of granularity for access to sites, folders, individual documents, or objects within a document.
- 9.5. Describe how the connections to the database are secured.
- 9.6. How is Authentication and Authorization secured?
- 9.7. If the product supports publishing to a remote server please describe how the publishing process is secured. (Including connection, storage of remote credentials, transmission of data, etc.)
- 9.8. Can confidential content that is to be published to a secure website be stored as encrypted data in the database?
- 9.9. Does the product provide a tool or process to search for and/or identify content matching patterns for confidential information such as SSN?
- 9.10. Does the product provide an easy way to grant IT security personnel access to remove inappropriate content from a website and/or lock out access to a particular page during a security incident?
- 9.11. How does the AMS product handle multiple brute force login attempts?
- 9.12. What measures does the AMS provide to prevent or minimize impact of DDoS Attacks?

10. Integration

- 10.1. Please describe the product's APIs.
- 10.2. Does the product provide the ability to develop local application programming interfaces with an SDK?
- 10.3. Please describe how the product can integrate with Learning Management Systems.
- 10.4. Describe how your product can be integrated with an ERP system.
- 10.5. Can interactions with data and/or remote systems be automated or scheduled? (e.g. pulling an xml file from a remote server nightly)

11. Implementation & Training

- 11.1. Implementation
 - 11.1.1. Please describe a typical implementation process for your product including an estimated timeline.
 - 11.1.2. What UNM personnel resources are required for implementation?
 - 11.1.2.1. What is required of local Information Technology Services (ITS) technical resources or support for implementation?
 - 11.1.2.2 What is required of local administration for implementation?
- 11.2. Customer Training.
 - 11.2.1. What are the costs for training and installation?
 - 11.2.2. Provide an overview of the initial training and installation plan (time, location, material covered, etc.)
 - 11.2.3. Provide a list of training topics/courses available for the software and a brief synopsis of each.
 - 11.2.4. Please list any additional training that is available and the associated costs.
 - 11.2.5. Do you provide any online, video, or tutorial type training resources that can be used to train new users on demand?
- 11.3. Documentation
 - 11.3.1. How is training and other documentation distributed?
 - 11.3.2. Provide a list of documentation provided with the product.

- 11.3.3. Can any of the provided documentation be made available to the University users via the Web?
- 11.3.4. Does your documentation's copyright allow for publication and or use of content in training and online material for support purposes?

12. Product Support

12.1. Support Plan

- 12.1.1. Please describe all available support plans available with the product. Include the hours of support, costs and all available contact methods.
- 12.1.2. Please give an overview of your Support staff (total for all products, total for AMS product, total dedicated to AMS product)

12.2. Updates

- 12.2.1. How are updates and new releases announced and made available?
- 12.2.2. What is the typical amount of downtime needed to perform and update or install a new release?
- 12.2.3. Does the product provide an automatic update utility or process?
- 12.2.4. Will assistance from your technical staff be needed for implementing updates or new releases? If yes, are these costs included in a support plan?
- 12.2.5. What is the average timeline for minor and major system updates?
- 12.2.6. When is the next major release scheduled for public use?
- 12.2.7. Provide a list of all updates released in the last 12 months.

12.3. Community

- 12.3.1. Is there an established online community for your product where customers can share experiences and ideas about your product and company?
- 12.3.2. What tools are available for interacting with the community and your developers (e.g., IM, forums, and wikis)?
- 12.3.3. Do you host a user conference for your product?

13. Total Project Cost

- 13.1. Total Project Cost – Submit in separate, sealed envelope and include with proposal. Provide the total project price for these services. All related expenses necessary to accomplish each project as listed herein must be included. Price submitted by vendor must include travel, lodging, meals, and any other associated costs of the Contractor.
 - 13.1.1. What is the licensing structure for your product? (By concurrent users, server installations, etc.)
 - 13.1.2. Do you offer licensing to support the creation and management of multiple subsites used by the University of New Mexico?
 - 13.1.3. What are the minimum installation costs?
 - 13.1.4. Provide details on cost structure for any enhancements to basic functionality requested.
 - 13.1.5. Scalability costs/additional licensing costs (costs to scale to enterprise-level implementation with up to 1000 total users)
 - 13.1.6. Please provide a cost scalability plan (incremental licensing adjustments as we scale implementation).
 - 13.1.7. What are the yearly maintenance costs?

14. Experience and Qualifications. In this section of your proposal, you should generally describe the prior experience and qualifications related to accomplishing the Scope of Work as requested. This portion of the proposal should demonstrate the extent to which the Offeror is qualified to perform the Scope of Work outlined in this RFP. We suggest providing details as follows:

- 14.1. General background, experience and qualification of vendor. Provide a listing of vendor's personnel who will be directly involved with this contract, their responsibilities under this contract, and their qualification and experience. Provide resumes for each personnel, including information on the individuals particular skills related to the project, education, experience, significant accomplishments and any other pertinent information. The vendor must make a commitment that the staff identified in its proposal will actually perform the assigned work. Any staff substitutions must have prior written approval of UNM.
- 14.2. Furnish complete client list and indicate which clients' project is/was similar in scope to what UNM seeks in this RFP. Include the name, address, telephone number, and email address of a contact person for each client listed.
- 14.3. Please provide an overview of your company:
 - 3.1 Company Background
 - 3.1.1. Brief History
 - 3.1.2 Total number of clients
 - 3.2 Client Installations
 - 3.2.1 Full list of higher education clients (or at least the number of Higher Education clients)
 - 3.2.2 Number of enterprise-level (full campus AMS) higher education installations (best estimate)
 - 3.2.3 Number of AMS clients (all business sectors)
 - 3.2.4 List three higher education references (English speaking) with contact information for institutions of similar size ($\geq 20,000$ enrollment) or complexity (multi-campus, research university, associate to professional degrees) to UNM.

SECTION VI. ADDITIONAL INSTRUCTIONS TO OFFERORS

6.1. **ACKNOWLEDGEMENT OF ADDENDA:** RFP Addenda are posted on the UNM LoboSource website, and delivered, via automated process, to each vendor who has registered for the RFP or who has been invited to bid. Offerors must acknowledge receipt of any and all RFP Addenda by listing the number of and date of each RFP Addendum in the space provided on the response form as set forth in Section VIII herein.

6.2. **ALTERNATE OFFERS:** Alternate offers will be accepted and considered provided they are "equal to" and meet all specifications of this RFP which may include all specifications of the brand used to identify the quality of the goods and/or services requested. UNM reserves the right to make the final determination of whether an alternate offer is equal. It is the Offeror's responsibility to provide, as part of the offer, descriptive literature and specification information on all alternates offered. References

of current users should be included. If the item(s) offered are not clearly identified as alternate item(s), it is understood that the offer is for item(s) exactly as specified in this RFP.

6.3. AWARD INFORMATION: Award information will be posted electronically on the UNM Purchasing Department web site: <http://www.unm.edu/~purch/lobosource.html>

6.4. CANCELLATION: UNM reserves the right to cancel without penalty, this RFP, the resultant purchase order, or any portion thereof for convenience, unsatisfactory performance, or unavailability of funds.

6.5. CASH DISCOUNTS: UNM will take advantage of cash discounts offered whenever possible; however, cash discounts will not be used as a means to determine the lowest cost.

6.6. CLARIFICATIONS: Any clarification of instructions, terms and conditions, insurance, bonds, or offer preparation shall be made only by the UNM Contract Specialist stated on the cover sheet of this RFP, the UNM Associate Director of Purchasing, the UNM Purchasing Manager, or the UNM Chief Procurement Officer (UNM Authorized Representative). **Offerors should submit technical clarifications to the UNM employee listed on page one of the RFP cover sheet. Based on the vendor questions, if UNM elects to submit "clarifications," it will do so in writing as an addendum to this RFP.**

6.7. COPIES OF OFFER: Please submit the number of originals, copies and cd's/dvd's as set forth on the cover sheet. Proposal submitted via LoboSource must be in PDF format.

6.8. LATE SUBMISSIONS: Late submissions of offers will not be accepted unless UNM determines that late receipt arose solely due to error by UNM or that the offer is the only responsive offer received. Unaccepted late submissions will be returned unopened.

6.9. MODIFICATIONS: UNM will accept offered amendments or modifications if received prior to the Proposal Deadline. No modifications will be accepted after the opening. Technical clarifications of the offer may be requested by the Contract Specialists following the opening.

6.10. OFFEROR CONTACT INFORMATION: The Offeror must include a contact person's name, address, a local or toll-free number and e-mail address to ensure that UNM representatives will be able to communicate with Offeror with respect offer clarification and other RFP matters. Failure to do so may result in the offer being classified as non-responsive.

6.11. PERIOD FOR OFFER ACCEPTANCE: Offeror agrees that any offer made will be good for a period of sixty (60)-calendar days or such longer time as may be set forth in Section III RFP Scope of Work.

6.12. PUBLIC INFORMATION: All information, except that classified as confidential, will become public information at the time that the RFP is awarded. Confidential information must be marked "CONFIDENTIAL" in red letters in the upper right hand corner of the pages containing the confidential information. The resulting contract, price and information concerning the specifications cannot be considered confidential. (UNM Purchasing Regulations 11.6.3.)

6.13. REJECTION OF OFFERS: UNM reserves the right to make an award based on the evaluation criteria contained herein, to reject any and all offers or any part thereof, and to accept the offer that is in the best interest of the University.

6.14. SUBMISSIONS OF DRAWINGS/LITERATURE: The submission of samples, drawings and literature to be used in the evaluation of the offer, must be submitted by the designated closing date and time in order to be considered. All submissions shall be made at no expense to the University. Returns shall only be made at the Offers request and expense. Submissions made via LoboSource shall be in PDF format.

6.15. TAXES: The University is exempt from Federal Excise Taxes and from New Mexico Gross Receipts Taxes on materials. Services are not exempt. Taxes on services should be included as a separate line item and not included in the base price offer. Applicable taxes are excluded from the RFP evaluation. A non-taxable transaction certificate is available on the UNM Purchasing Department web site: <http://www.unm.edu/~purch/> .

6.16. WITHDRAWAL OF OFFERS: Offers may be withdrawn by written notice, electronically or in person by an Offeror or an authorized representative at any time prior to the award.

SECTION VII. STANDARD TERMS AND CONDITIONS. UNM's purchase(s) of materials and/or services awarded under this RFP are subject to UNM's Standard Terms and Conditions, set forth below and as set forth in UNM's Purchase Order, as well as any additional terms and conditions set forth in this RFP. Offerors may submit in writing alternate terms and conditions; however, UNM reserves the right to reject the language if it is considered to not be in the best interest of UNM. The terms, conditions and specifications contained in this RFP along with any attachments and the Offeror's response are hereby incorporated into all purchase orders issued as a result of this RFP, including any addenda. UNM reserves the right to negotiate with a successful Offeror (Contractor) provisions in addition to those stipulated in this RFP. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's Proposal will be incorporated into any resulting contract. Should an Offeror object to any of the UNM Standard Terms and Conditions that Offeror must propose specific alternative language that would be acceptable to UNM. General references to the Offeror's terms and

conditions or attempts at complete substitutions are not acceptable to UNM and will result in disqualification of the Offeror's proposal. Offerors must provide a brief statement of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

Any proposed changes to UNM's terms and conditions incorporated into this RFP including the additional terms and conditions must be stated in Offeror's proposal in a Section marked "TERMS AND CONDITIONS." Offerors are cautioned that any changes to the terms and conditions that are NOT stated in the Proposal will not be entertained by UNM at a later date. Any provisions in any proposal, quotation, acknowledgment or other forms or contract documents applicable to the services that are inconsistent, or in conflict, with any provisions of this RFP or the resultant contract, will be ineffective and inapplicable.

UNM reserves the right to reject a proposal on the basis the compromising language cannot be accepted by UNM. Any additional terms and conditions which may be the subject of negotiation will be discussed only between UNM and the successful Offeror and shall not be deemed an opportunity to amend the Offeror's proposal.

An Awardee of a Price Agreement established with UNM has the opportunity to market the resultant Price Agreement to other local public bodies and state agencies under the State of New Mexico Public Purchases and Property Act, NMSA 1978, Article 1, Procurement, Section 13-1-129, "Procurement under existing contracts."

1. ****ACCEPTANCE AND REJECTION:** If prior to final acceptance, any goods or services are found to be defective or not as specified, or if the University is entitled to revoke acceptance of them the University may reject or revoke acceptance, require Seller to correct without charge within a reasonable time, or require delivery at an equitable reduction in price, at the University's option. Seller shall reimburse the University for all incidental and consequential costs related to unaccepted goods or services. notwithstanding final acceptance and payment, Seller shall be liable for latent defects, fraud, or such gross mistakes as amount to fraud. Acceptance of goods or services shall not waive the right to claim damages for breach of contract.

2. **ADDRESSES FOR NOTICES:** Any notice required to be given or which may be given under this RFP or a resultant contract shall be in writing and delivered in person or via first class mail.

Address if notice delivered by first class mail:

The University of New Mexico
Purchasing Department
MSC01 1240, 1 University of New Mexico
Albuquerque, NM 87131-0001

Address if notice delivered to physical location:

The University of New Mexico Purchasing Department
UNM Business Center, Suite 2600
(Southeast Corner of Lomas and University)

3. ****AGREEMENT:** Any resultant Purchase Order award as a result of this solicitation shall be the sole and entire Agreement between the parties; any documents incorporated into a resultant purchase agreement will be listed explicitly on the front side of the Purchase Order, or incorporated by implication by the terms of this RFP. Any terms inconsistent with or in addition to this RFP proposed by Seller are deemed rejected unless agreed to in writing by an appropriate University official.
4. ****ASSIGNMENT:** This Purchase Order is assignable by the University. Except as to any payment due hereunder, this Purchase Order is not assignable by Seller without written approval from the University.
5. **AWARDS – MULTIPLE:** The University reserves the right to make multiple awards to a primary and secondary source or to otherwise split the award of the items, projects and/or sections of this proposal.
6. **BID SECURITY:** Not required.
7. **BRAND NAME:** The brand name(s), part and/or catalog number(s) are used to establish a level of quality and to describe the item(s) required. If offering a brand, part or catalog number other than that listed, please indicate items offered and include literature and/or technical specifications. Failure to do so may cause offer to be declared non-responsive.
8. **BRAND NAME RESTRICTIONS:** Brand name restrictions apply to this RFP and alternate brands will not be considered.
9. **CANCELLATION:** The University reserves the right to cancel, without penalty, this RFP, the resultant contract or any portion thereof for unsatisfactory performance, convenience, cancellation of the project or unavailability of funds.
10. ****CHANGES:** The University may make changes within the general scope of this Purchase Order by giving notice to Seller and subsequently confirming such changes in writing. If such changes affect the cost of, or the time required for performance of this Purchase Order, an appropriate equitable adjustment shall be made. No change by Seller shall be recognized without written approval of the University. Any claim of Seller for an adjustment under this Paragraph must be made in writing within thirty (30) days from the date of receipt by Seller of notification of such change. Nothing in this Paragraph shall excuse Seller from proceeding with the performance of the Purchase Order as changed hereunder.

11. **CHANGES/ALTERATIONS AFTER AWARD:** Changes or alterations after an award can only be made if agreed to in writing by the University.

12. **CLEAN UP:** It is the Seller's responsibility that the job site be kept clean and free of rubble while work is performed under this contract. Upon completion of work, all areas shall be cleared of all contractor's equipment excess materials and rubble.

13. ****CONFLICT OF INTEREST:** Seller shall disclose to the University Purchasing Department the name(s) of any University employee or member of the Board of Regents who has a direct or indirect financial interest in the Seller or in the proposed transaction. A University employee (or Regent) has a direct or indirect financial interest in the Seller or in the proposed transaction if presently or in the preceding twelve (12) months the employee/Regent or a close relative has an ownership interest in the Seller (other than as owner of less than 1% of the stock of a publicly traded corporation); works for the Seller, is a partner, officer, director, trustee or consultant to the Seller, has received grant, travel, honoraria or other similar support from the Seller, or has a right to receive royalties from the Seller. Seller shall file a Conflict of interest Disclosure form with the University Purchasing Department.

14. **CONFLICT OF INTEREST FORM:** Offeror is required to sign the attached SUPPLIER CONFLICT OF INTEREST AND DEBARMENT AND SUSPENSION CERTIFICATION FORM (Exhibit B). Failure to provide the University with a completed Conflict of Interest Form may result in the offer being considered non-responsive.

15. **CONSTRUCTION SCHEMATIC DRAWINGS:** The successful Offeror will be required to provide the University, upon completion of the work, three (3) sets of schematic drawing(s) showing electrical, plumbing, utility lines, etc. added or effected by the work the Contractor has performed, unless other provisions for pre-approval of drawings is contained elsewhere in the Proposal.

16. **COST ANALYSIS/BREAKDOWN REQUIRED:** A cost analysis or breakdown of the offered cost is required to be submitted with your response. The cost analysis information may be marked as confidential information if it includes information considered to be proprietary to your operation. The total offered cost will not be considered confidential. UNM Purchasing Regulations 11.6.3.

17. **DAMAGE AND SECURITY OF UNM PROPERTY:** The Offeror shall be responsible for all damage to persons or property that occurs as a result of Offeror's fault or negligence, or that of any of his employees, agents and/or subcontractors. The Offeror shall save and keep harmless the University against any and all loss, cost, damage, claims, expense or liability in connection with the performance of this contract. Any equipment or facilities damaged by the Offeror's operations shall be repaired and/or restored to their original condition at the Offeror's expense, including but not limited to cleaning and painting.

18. DELIVERY DATE: Delivery is an important consideration and is a factor in determining the award. If you cannot meet the delivery date stated on the cover sheet, please state your earliest delivery date in your offer.

19. DISCLOSURE OF PROPOSAL CONTENTS: The proposals will be kept confidential until the University awards a price agreement. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for the material that is proprietary or confidential. The Procurement Managers will not disclose or make public any pages of a proposal on which the Seller has stamped or imprinted "proprietary" or "confidential" subject to the following requirements. Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. Confidential data is normally restricted to confidential financial information concerning the Seller's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, 57-3A-1 to 57-3A-7 NMSA 1978. The price of products offered or the cost of services proposed shall not be designated a proprietary or confidential information.

If a request is received for disclosure of data for which a Seller has made a written request for confidentiality, the University shall examine the Seller's request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Seller takes legal action to prevent the disclosure, the proposal will be disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

20. **DISCOUNTS: If prompt payment discounts apply to this Purchase Order any discount time will not begin until the materials, supplies, or services have been received and accepted and a correct invoice received by the University's Accounts Payable Department. In the event testing is required prior to acceptance, the discount time shall begin upon completion of the tests and acceptance.

21. DISRUPTION OF NORMAL ACTIVITY: All work shall be performed so as not to interfere with normal University activities. When it is necessary to disrupt normal activities, the schedule of work, and the areas to be affected must be approved by the University's authorized representative prior to commencement of the work.

22. **ELIGIBILITY FOR PARTICIPATION IN GOVERNMENT PROGRAMS: Each party represents that neither it nor any of its management or any other employees or independent contractors who will have any involvement in the services or products supplied under this Agreement, have been excluded from participation in any government healthcare program, debarred from or under any other federal program (including but not limited to debarment under the Generic Drug Enforcement Act), or convicted of any offense defined in 42 U.S.C. Section 1320a-7, and that each party, its employees and independent contractors are not otherwise ineligible for participation in federal healthcare programs. Further, each party represents that it is not aware of any such pending action(s) (including criminal actions) against each party or its employees or independent

contractors. Each party shall notify the other immediately upon becoming aware of any pending or final action in any of these areas.

23. **EMPLOYEE CERTIFICATION:** The Seller and all Seller's employees utilized on the work to be performed under this RFP must have the proper certification(s) and license(s) to comply with State and Local requirements in regard to the work to be performed under this RFP. The Seller shall use only fully qualified and approved service technicians to perform inspections, service and/or repairs covered under this RFP.

24. ****EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION:** In performing the services required under this Purchase Order, each party shall be an equal opportunity employer and shall conform to all affirmative action and other applicable requirements; accordingly, each party shall neither discriminate nor permit discrimination in its operations or employment practices against any person or group of persons on the basis of race, age, religion, color, national origin, ancestry, sex, physical or mental handicap or medical condition, sexual preference, prior military involvement or any other manner prohibited by law.

25. **EQUIPMENT REQUIRED:** The Offeror shall be responsible for supplying and maintaining all equipment and materials necessary to complete the work to be performed under this RFP except as otherwise noted in the Specifications.

26. **FINANCIAL STATEMENT REQUIRED:** All Offerors are required to submit with their offer a Financial Statement from the end of their most recent fiscal year.

27. ****F.O.B.:** Unless stated otherwise, the price for goods is F.O.B. the place of destination, and the place of destination is the University's designated campus address.

28. **** GOVERNING LAW:** This Agreement shall be construed in accordance with the laws of the State of New Mexico as they pertain to agreements executed and fully to be performed within New Mexico, or federal law where applicable, but in either case excluding that body of law relating to choice of law.

29. (intentionally deleted)

30. ****HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA):** The parties agree to enter into a mutually acceptable amendment to this Agreement as necessary to comply with applicable federal laws and regulations governing the use and/or disclosure of individually identifiable health information. Such amendment shall be entered into on or before the date by which hospitals are required to be in compliance with the privacy regulations promulgated under the Health Insurance Portability and Accountability Act of 1996.

31. ****INDEMNIFICATION AND INSURANCE:** Seller assumes the entire responsibility and liability for losses, expenses, damages, demands and claims in connection with or arising out of any actual or alleged personal injury (including death)

and/or damage or destruction to property sustained or alleged to have been sustained in connection with or arising out of the goods delivered by Seller or the performance of the work by Seller its agents, employees, subcontractors or consultants, except to the extent of liability arising out of the negligent performance of the work by or willful misconduct of the University. Seller shall indemnify, defend and hold harmless the University, its officers, agents, and employees from any and all liability for such losses, expenses, damages, demands, and claims and shall defend any suit or action brought against any or all of them based on any actual or alleged personal injury or damages and shall pay any damage costs and expenses including attorneys' fees, in connection with or resulting from such suit or action. Seller will also indemnify, defend and hold harmless the University against any joint and several liabilities imposed against the University with respect to strict products liability claims attributable to the fault of the Seller.

Seller agrees that it and its subcontractors will maintain general liability, product liability and property damage insurance in reasonable amounts (at least equal to the New Mexico Tort Claims Act limits) covering the above obligation and will maintain workers' compensation coverage covering all employees performing under this Purchase Order on premises occupied by or under the control of the University. The liability of the University will be subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1 Et Seq. NMSA 1978, as amended.

32. ****INDEPENDENT BUSINESS:** Neither Seller nor any of its agents shall be treated as an employee of the University for any purpose whatsoever. Seller declares that Seller is engaged in an independent business and has complied with all Federal, State and Local laws regarding business permits and licenses of any kind that may be required to carry out the said business and the tasks to be performed under this Purchase Order. Seller further declares that it is engaged in the same or similar activities for other clients and that the University is not Seller's sole or only client or customer.

33. ****INSPECTION:** The University may inspect, at any reasonable time, any part of Seller's plant or place of business, which is related to performance of this Purchase Order. Final inspection will be made at the destination upon completion of delivery of goods and services. Acceptance of delivery shall not be considered acceptance of the goods and/or services furnished. Final inspection shall include any testing or inspection procedures required by the Specifications.

34. **INSPECTIONS, SELLER:** The Seller shall be responsible for securing at Seller's expense, all required inspections to comply with Federal, State and/or Local regulations governing the work performed under the RFP.

35. ****INSTRUMENTALITIES:** Seller shall supply all equipment, tools, materials and supplies to accomplish the designated tasks except as set forth in this purchase order or its attachments.

36. **INSURANCE REQUIREMENTS:** The Seller is required to carry insurance that meets the requirements set forth in Exhibit D, labeled "INSURANCE

REQUIREMENTS” or as noted in the specifications. Seller must submit the Certificate of Insurance to the appropriate Buyer prior to commencing work under an agreement. Insurance shall remain in effect for the entire term of the contract and must be extended to coincide with any future contract extensions. This RFP Number must appear on the Certificate of Insurance.

37. LICENSES/PERMITS/EASEMENTS: The seller shall be responsible for obtaining, at his Seller’s expense, all easements, right-of-ways, accesses, licenses, permits, and utility locations required to perform the work under this RFP.

38. NEW MATERIALS REQUIRED: All materials and equipment delivered and/or installed under this RFP shall be new and be the standard products of a manufacturer regularly engaged in the production of the materials and equipment. Where two or more units of the same class of materials and/or equipment are required, the units shall be the products of the same manufacturer. Any manufacturer’s data supplied with the item(s) shall be submitted to the University’s authorized representative.

39. NON-CONSTRUCTION SUBCONTRACTORS: Any work subcontracted by the Seller shall require the prior written approval of the subcontractor by the University. Use of subcontractors must be clearly explained in the proposal and major subcontractors must be identified by name. The prime contractor shall be wholly responsible for the entire performance, whether or not subcontractors are used.

40. NON-PERFORMANCE PENALTIES: The Seller agrees to pay the University an amount equal to \$500.00 per day for each calendar day past the completion date specified in this contract that completion or delivery is delayed. The University may subtract this amount from any monies due to the Offeror.

41. (intentionally deleted).

42. OPTION TO RENEW: The University reserves the option to renew the resultant contract if such renewal is mutually agreed to and found to be in the best interest of the University. These renewal options will be exercised in increments as indicated in the proposal specifications, or if not stated, in one-year terms. The contract shall not exceed (8) eight years including all renewals.

43. OSHA REGULATIONS: The Seller shall abide by Federal Occupational Safety and Health Administration (OSHA) regulations, the State of New Mexico Environmental Improvement Board’s Occupational Health and Safety Regulations that apply to the work performed under this RFP. The Seller shall defend, indemnify, and hold the University free and harmless against any and all claims, loss, liability and expense resulting from any alleged violation(s) of said regulation(s) including but not limited to, fines or penalties, judgments, court costs and attorney’s fees.

44. ****OTHER APPLICABLE LAWS:** Any provision required to be included in a purchase order of this type by any applicable and valid executive order, federal, state or local law, ordinance, rule or regulation shall be deemed to be incorporated herein.

45. **PACKAGING:** Packaging of materials under this contract shall meet the minimum specifications indicated under Packing Specifications. If there are no packaging specifications listed, the packaging shall be suitable to insure that the materials are received in an undamaged condition. All materials returns will be at the Seller's expense.

46. (intentionally deleted)

47. ****PATENT AND COPYRIGHT INDEMNITY:** Seller shall indemnify, defend and hold harmless the University against all losses, liabilities, lawsuits, claims, expenses (including attorneys' fees), costs, and judgments incurred through third party claims of infringement of any copyright, patent, trademark or other intellectual property rights.

48. ****PAYMENT TERMS:** Upon written request from Seller for payment, the University shall, within 30 days, issue a written certification of complete or partial acceptance or rejection, with payment to follow within 30 days after certificate of acceptance. Late payment charges shall be ½ of 1% per month.

49. ****PAYROLL OR EMPLOYMENT TAXES:** No federal, state, or local income, payroll or employment taxes of any kind shall be withheld or paid by the University with respect to payments to Seller or on behalf of Seller, its agents or employees. Seller shall withhold and pay any such taxes on behalf of its employees as required by law. The payroll or employment taxes that are the subject to this paragraph include but are not limited to FICA, FUTA, federal personal income tax, state personal income tax, state disability insurance tax, and state unemployment insurance tax. If Seller is not a corporation, Seller further understands that Seller may be liable for self-employment (Social Security) tax, to be paid by Seller according to law.

50. ****PENALTIES:** The Procurement Code. Section 13-1-28 et seq. NMSA 1978, as amended imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose criminal penalties for bribes, gratuities and kickbacks.

51. (intentionally deleted)

52. (intentionally deleted)

53. **POTENTIAL COSTS-UNSPECIFIED:** The Offeror shall include as a separate item any unspecified additional costs, which may be incurred by the University as a result of a rental under this RFP. This may include, but should not be limited to, responsibility for damages to equipment, excessive wear charges, insurance, etc. Please note that no additional costs will be paid by the University on rentals under this RFP.

54. POTENTIAL COSTS-UNSPECIFIED: The Seller shall include in the offer all material and labor costs known to be required to complete the work under this RFP including and materials, labor or other costs that are not specifically identified in the specifications. Any unspecified costs should be identified and included as a separate item in the price proposal.

55. PROPOSAL NEGOTIATION: Offerors submitting proposals may be afforded an opportunity for discussion and revision of proposals. Revisions may be permitted after opening and prior to award for the purpose of obtaining a best and final offer. Negotiations may be conducted with responsible Offerors who submit offers found to be reasonably likely to be selected for award. The University is under no obligation to conduct discussions with any or all Offerors.

56. PUBLIC WORKS BOND: performance bonds must meet the requirements of 13-4-18 NMSA, 1978, as amended.

57. (intentionally deleted)

58. REIMBURSABLE TRAVEL AND LIVING EXPENSES: Any pre-negotiated travel and living expenses that Offeror may incur in providing UNM services pursuant to an Agreement, are limited to reimburse for the actual cost of commercial “coach” airline travel; per diem meal reimbursement limited to the rate established by the Internal Revenue Services (per diem reimbursement includes the cost of food, beverages, and gratuities); lodging at a hotel, and car rental as established with selected rental agencies as per UNM’s web site: <http://www.unm.edu/~purch/priceagree.html> . UNM will not reimburse for any other travel and/or living expenses.

59. REPLACEMENT PARTS: The quality of all replacement parts shall be equal or greater than the quality of the original parts being replaced. All replacement parts shall be new unless otherwise agreed to in writing.

60. RIGHT TO PROTEST: The solicitation or the award of an RFP may be protested as per the UNM Purchasing Department’s Regulation 11, Protest Procedures, which may be found at the following UNM web site: <http://www.unm.edu/~purch/policies.html>.

61. RIGHT TO WAIVE MINOR IRREGULARITIES: The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

62. SCHEDULE DELAYS: If after the award, the Seller becomes aware of possible problems that could result in delay in completion of the work on the agreed-to schedule, the Seller must immediately notify the Buyer or the designated representative. The initial notification of the delay may be verbal with a written confirmation, giving the probable

cause and effect, with recommendations for alternate action. Nothing in this paragraph will be interpreted as relieving the Seller of its contractual obligations; however, failure to notify the University promptly will be a basis for determining the Seller responsibility in an otherwise excusable delay.

63. ****SELLER’S EMPLOYEES AND AGENTS:** Seller shall have complete charge and responsibility for persons employed by Seller and engaged in the performance of the specified work. The Seller, its agents and employees state that they are independent contractors and not employees of the University. Seller, its agents and employees shall not accrue leave, retirement, insurance, bonding or any other benefit afforded to employees of the University as a result of this Purchase Order.

64. **SELLER GUARANTEE:** The Seller shall guarantee all materials, equipment and workmanship furnished and/or installed under this RFP to be free of defects and shall agree to replace solely at Seller’s expense, any and all defective equipment, parts, etc., within a one-year period after the date of acceptance of the items and/or installation by the University, unless otherwise agreed to in writing at time of the award.

65. **SELLER SCHEDULE REQUIRED:** The Seller shall include a proposed schedule for completion of work under the RFP. It should contain an itemized break out of all items and projects and include testing dates, if applicable.

66. **SITE INSPECTION:** The site(s) referenced in this RFP are available for inspection. Arrangements may be made by contacting the individual listed on the cover sheet.

67. **SITE FAMILIARITY:** The Seller shall be responsible for thoroughly inspecting the site and work to be done prior to submission of an offer. The Seller warrants by this submission that the site has been thoroughly inspected and the work to be done and that the offer includes all costs required to complete the work. The failure of the Seller to be fully informed regarding the requirements of this Request will not constitute grounds or any claim, demand for adjustment or the withdrawal of an offer after the opening.

68. **STATE AND LOCAL ORDINANCES:** The Seller shall perform work under the resultant contract in strict accordance with the latest adopted version of all State and local codes, ordinances, and regulations governing the work involved. All materials and labor necessary to comply with the rules, regulations and ordinances shall be provided by the Seller. Where the drawings and/or specifications indicate materials or construction in excess of the code requirements, the drawings and/or specifications shall govern. The Seller shall be responsible for the final execution of the work to meet these requirements. In the event of a conflict between various codes and standards, the more stringent shall apply.

69. ****TERMINATION AND DELAYS:** The University may by written notice stating the extent and effective date, terminate this Purchase Order for convenience in whole or in part, at any time. The University shall pay Seller as full compensation for performance until such termination: (1) the unit or pro rata order price for the delivered and accepted

portion: and (2) incidental damages, not otherwise recoverable from other sources by Seller, as approved by the University, with respect to the undelivered or unaccepted portion of this Purchase Order provided compensation hereunder shall in no event exceed the total Purchase Order price. Such amount will be limited to Seller's actual cost, and may not include anticipated profits. The University shall not be liable for consequential damages. The University may by written notice terminate this Purchase Order in whole or in part for Seller's default if Seller refuses or fails to comply with the provisions of this Purchase Order or fails to make progress so as to endanger performance and does not cure such failure within a reasonable period of time. In such event, the University may otherwise secure the materials, supplies or services ordered, and Seller shall be liable for damages suffered by the University thereby, including incidental and consequential damages. If after notice of termination, the University determines Seller was not in default, or if Seller's default is due to failure of the University, termination shall be deemed for the convenience of the University. The rights and remedies of the University provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Purchase Order as used in this paragraph, the word "Seller" includes Seller and Seller's sub-suppliers at any tier.

70. ****TITLE AND DELIVERY:** Title to the materials and supplies passed hereunder shall pass to the University upon acceptance at the FOB point specified, subject to the right of the University to reject. For any exception to the delivery date specified, Seller shall give prior notification and obtain approval thereto from the University's Purchasing Department. Time is of the essence and the Purchase Order is subject to termination for failure to deliver on time.

71. **USED EQUIPMENT OFFERS:** Sellers of used equipment will be considered. Sellers must provide the following information for any used equipment offered: age, condition, previous owner (name and telephone number), warranty and details of reconditioning, if any. An independent appraisal, paid for by the Seller, will be required on all used equipment with a cost of more than \$5,000.00 prior to the award.

72. **WAGE RATES:** Jobs with an estimate cost >\$60,000 done under this RFP will be subject to the Public Works Minimum Wage Act (13-4-11 through 13-4-17, NMSA, 1978 as amended) and per exhibit labeled "Wage Act." Minimum wages will be supplied at time of award or may be obtained from the State of New Mexico Labor & Industrial Commission, 1596 Pacheco Street, Santa FE, NM 87501.

73. **WAGE RATES AND PAYROLL SUBMITTALS:** For all federally funded construction projects greater than \$2,000, the contractor and all subcontractors and their tiers shall deliver or mail legible copies of the certified weekly payrolls for all costs/services invoiced for the project awarded resulting from this IFB/RFP to the appropriate oversight agency and UNM's Office of Capital Projects. The Contractor shall certify that all payrolls submitted meet or exceed the applicable wage determination as shown in this IFB/RFP. Contractor shall be responsible for the collection and submittal of all certified payrolls and shall retain a copy of all payrolls for a period of 3 years from the completion of the project. A copy of all certified payrolls shall be sent

weekly to UNM Office of Capital Projects. The Contractor shall be responsible for labeling each submittal with the project name; payroll period; and contractor and/or subcontractor name; each employee's full name and social security number, address and zip code, birth date, sex and occupation, time and day of when employees work week begins, hours worked each day, total hours worked each workweek, basis on which employees wages are paid, regular hourly pay rate, total daily or weekly straight-time earnings, total overtime earnings for the workweek, all additions to or deductions from the employee's wages, date of payment and the pay period covered by the payment.

73. ****WARRANTIES:** Seller warrants the goods and/or services furnished to be exactly as specified in this Purchase Order, free from defects in Seller's design, labor, materials and manufacture, and to be in compliance with any drawings or specifications incorporated herein and with any samples furnished by Seller. All applicable UCC warranties express and implied are incorporated herein.

74. **WARRANTY:** Please state the warranty for equipment to be supplied under this RFP. A copy of the warranty should be included in your submission.

74. ****WORKERS COMPENSATION:** No workers compensation insurance has been or will be obtained by UNM on account of Seller or its employees or agents. Seller shall comply with the workers compensation laws with respect to Seller and Seller's employees and agents.

75. **WORKMANSHIP/COOPERATION:** All work shall be done in a neat, workman-like manner using acceptable equipment and methods. The Seller will cooperate with the University and other contractors and coordinate their work involving other contractors through the University's authorized representative.

76. **GRAMM-LEACH-BLILEY ACT:**

Pursuant to the Gramm-Leach-Bliley Act and the regulations set forth at 16 CFR Part 314, the University of New Mexico ("University") requires its Service Providers to implement and maintain appropriate safeguards for the protection of Customer Information. Accordingly, the Service Provider shall implement and maintain a comprehensive information security program that contains administrative, technical and physical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of confidential Customer Information that it creates, receives, maintains, or transmits on behalf of the University. In addition, the Service Provider will require and ensure that any of its agents, sub-contractors, or sub-consultants, to which it provides confidential Customer Information of the University, implement appropriate security measures to protect confidential Customer Information of the University.

Service Provider shall not use or disclose covered data and information received from or created on behalf of the University except as permitted or required by this Agreement, as required by law, or as otherwise authorized in writing by the University. Upon becoming

aware of a security breach in which University Customer Information is used or disclosed in a manner not authorized or covered by this Agreement, including any reasonable belief that an unauthorized individual has accessed a database containing covered data and information, or in violation of any applicable state or federal laws, Service Provider will report to the University any security incident immediately upon being aware of such a breach and take such corrective steps/action to remedy the breach as requested by the University and required by law.

Upon termination, cancellation, expiration or other conclusion of this Agreement, Service Provider shall return to the University covered Customer Information and data unless the University requests in writing that such Customer Information and data be destroyed. Service Provider shall complete such return or destruction not less than 30 days after the conclusion of this Agreement. Within such 30day period, Service Provider shall certify in writing to the University that such return or destruction has been completed. To the extent return or destruction is not feasible; this Agreement shall remain in full force and effect.

Service Provider means any person or entity that receives, maintains, processes, or otherwise is permitted access to Customer Information through its direct provision of services to a financial institution. The Gramm-Leach-Bliley Act broadly defines “financial institution” as any institution engaging in the financial activities enumerated under the Bank Holding Company Act of 1956, including “making, acquiring, brokering, or servicing loans” and “collection agency services”. Because higher education institutions participate in financial activities, such as processing student financial aid and student loans, FTC regulations consider them financial institutions for purposes of the Gramm-Leach-Bliley Act.

Customer Information means any record containing nonpublic information as defined in 16 CFR 313.3(n), about a customer of a Financial Institution, whether in paper, electronic or other form that the University has obtained from a customer in the process of offering a financial product or service including offering student aid and loans to students as defined in 12 CFR 225.28. Any and all Customer Information provided by the University to the Service Provider or which the Service Provider acquires through its own efforts in rendering or providing any goods or services under this Agreement, shall be considered confidential and held in strict confidence and shall only be released to the Service Provider’s own personnel, agents, sub-contractors and sub-consultants only to the extent necessary to provide or perform the goods and/or services required by this Agreement. Such information shall not be released by the Service Provider to any other person or organization without the prior written consent and approval of the University.

SECTION VIII. ADDITIONAL TERMS AND CONDITIONS. THE FOLLOWING ADDITIONAL TERMS AND CONDITIONS APPLY TO THIS RFP.

None.
(intentionally blank to next page)

SECTION IX. SIGNATURE PAGE AND SUPPLEMENTAL INFORMATION WHICH MUST BE COMPLETED AND RETURNED WITH THE RFP:

8.1 SMALL & SMALL DISADVANTAGED BUSINESS CERTIFICATION FORM. UNM requests that Offeror complete, sign and deliver with its Proposal the Small & Disadvantaged Business Certification Form, attached as Exhibit A. Please note that the information requested on the certification form is for reporting purposes only and will not be used in evaluating or awarding an agreement.

8.2 SIGNATURE AND ACKNOWLEDGMENT OF ADDENDA FORM. Offeror must complete, sign and deliver with its Proposal the Signature and Acknowledgement of Addenda Form, attached to this RFP as Exhibit B.

8.3 CONFLICT OF INTEREST FORM. Offeror must complete, sign and deliver with its Proposal the Conflict of Interest Form, attached to this RFP as Exhibit C.

EXHIBIT A SMALL AND SMALL DISADVANTAGED BUSINESS CERTIFICATION

The University of New Mexico participates in the Government's Small and Small Disadvantaged Business programs. This requires written certification from our suppliers and contractors as to their business status. Please furnish the information requested below.

1.0 Small Business – An enterprise independently owned and operated, not dominant in its field and meets employment and/or sales standards developed by the Small Business Administration. See 13 CFR 121.201

1.a Small Disadvantaged Business – a Small Business Concern owned and controlled by socially and economically disadvantaged individuals; and

- (1) Which is at least 51% owned by one or more socially and economically disadvantaged individuals; or in the case of any publicly owned business, at least 51% of the stock of which is owned by one or more socially and economically disadvantaged individuals and
- (2) Whose management of daily operations is controlled by one or more such individuals. The contractor shall presume Black Americans, Hispanic Americans, Native Americans (such as American Indians, Eskimos, Aleuts and Native Hawaiians), Asian-Pacific Americans and other minorities or any other individual found to be disadvantaged by the Administration pursuant to Section 8 (a) of the Small Business Act and
- (3) Is certified by the SBA as a Small Disadvantaged Business.

1.b Women-Owned Business Concern – A business that is at least 51% owned by a woman or women who also control and operate it. Control in this context means exercising the power to make policy decisions. Operate in this context means being actively involved in the day-to-day management.

1.c HUBZone Small Business Concern – A business that is located in historically underutilized business zones, in an effort to increase employment opportunities, investment and economic development in those areas as determined by the Small Business Administration's (SBA) List of Qualified HUBZone Small Business Concerns.

1.d Veteran-Owned Small Business Concern – A business that is at least 51% owned by one or more veterans; or in the case of any publicly owned business, at least 51% of the stock of which is owned and controlled by one or more veterans and the management and daily business operations of which are controlled by one or more veterans.

1.e Service Disabled Veteran-Owned Small Business – A business that is at least 51% owned by one or more service disabled veterans; or in the case of any publicly owned business, at least 51% of the stock of which is owned and controlled by one or more service disabled veterans and the management and daily business operations of which are controlled by one or more service disabled veterans. Service disabled veteran means a veteran as defined in 38 U.S.C. 101(2) with a disability that is service connected as defined in 13 U.S.C. 101(16).

Company Name: _____ Telephone: _____
 Street Address: _____ County: _____
 City: _____ State & Zip: _____
 Is this firm a (please check): Division Subsidiary Affiliated? Primary NAICS Code: _____
 If an item above is checked, please provide the name and address of the Parent Company below:

Check All Categories That Apply:

- 1. Small Business
- 2. Small Disadvantaged Business (**Must be SBA Certified**)
- 3. Woman Owned Small Business
- 4. HUBZone Small Business Concern (**Must be SBA Certified**)
- 5. Veteran Owned Small Business
- 6. Disabled Veteran Owned Small Business
- 7. Historically Black College/University or Minority Institution
- 8. Large Business

THANK YOU FOR YOUR COOPERATION

Signature and Title of Individual Completing Form: _____

Date _____

<p>Please return this form to:</p> <p>The University of New Mexico Purchasing Department MSC01 1240 Albuquerque, NM 87131 505-277-2036 (voice) 505-277-7774 (fax)</p>	<p>NOTE:</p> <p>This certification is valid for a one year period. It is your responsibility to notify us if your size or ownership status changes during this period. After one year, you are required to re-certify with us.</p>
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Notice: In accordance with U.S.C. 645(d), any person who misrepresents a firm's proper size classification shall (1) be punished by imposition of a fine, imprisonment, or both; (2) be subject to administrative remedies; and (3) be ineligible for participation in programs conducted under the authority of the Small Business Act.

If you have difficulty determining your size status, you may contact the Small Business Administration at 1-800-U-ASK-SBA or 202-205-6618. You may also access the SBA website at www.sba.gov/size or you may contact the SBA Government Contracting Office at 817-684-5301. (Rev. 6/2002)

EXHIBIT B
Signature and Acknowledgement of Addenda

--By signing below, Offeror acknowledges review of and receipt of the following addenda :

The undersigned acknowledges receipt of the following addenda:

Addenda No. _____ Dated _____ Addenda No. _____ Dated _____

Addenda No. _____ Dated _____ Addenda No. _____ Dated _____

Addenda No. _____ Dated _____ Addenda No. _____ Dated _____

Addenda No. _____ Dated _____ Addenda No. _____ Dated _____

Addenda No. _____ Dated _____ Addenda No. _____ Dated _____

--The undersigned, as an authorized representative for the Company named below, acknowledges that the Offeror has examined this RFP with its related documents and is familiar with all of the conditions surrounding the described materials, labor and/or services. Offeror hereby agrees to furnish all labor, materials and supplies necessary to comply with the specifications in accordance with the Terms and Conditions set forth in this RFP and at the prices stated within the RFP.

The undersigned further states that the company submitting this RFP is not in violation of any applicable Conflict of Interest laws or regulations or any other related clauses included in this RFP.

COMPANY NAME _____

ADDRESS _____

CITY/STATE/ZIP _____

TELEPHONE: _____ **FAX:** _____ **EMAIL:** _____

NEW MEXICO GROSS RECEIPTS TAX NO _____

FEDERAL EMPLOYER ID NUMBER (FEIN) _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE _____

PRINTED OR TYPED NAME _____

TITLE _____

DATE _____

EXHIBIT C

THE UNIVERSITY OF NEW MEXICO SUPPLIER CONFLICT OF INTEREST AND DEBARMENT/SUSPENSION CERTIFICATION FORM MUST BE CERTIFIED IF THIS PURCHASE ORDER IS \$20,000 OR GREATER

CONFLICT OF INTEREST The authorized Person, Firm and/or Corporation states that to the best of his/her belief and knowledge: No employee or Regent of The University of New Mexico (or close relative), with the exception of the person(s) identified below, has a direct or indirect financial interest in the Vendor or in the proposed transaction. Vendor neither employs, nor is negotiating to employ, any University of New Mexico employee, Regent or close relative, with the exception of the person(s) identified below. Vendor did not participate, directly or indirectly, in the preparation of specifications upon which the quote or offer is made. If the Vendor is a New Mexico State Legislator or if a New Mexico State Legislator holds a controlling interest in Vendor, please identify the legislator: _____

List below the name(s) of any University or New Mexico employee, Regent or close relative who now or within the preceding 12 months (1) works for the Vendor; (2) has an ownership interest in the Vendor (other than as an owner of less than 1% of Vendor's stock, if Vendor is a publicly traded corporation); (3) is a partner, officer, director, trustee or consultant to the Vendor; (4) has received grant, travel, honoraria or other similar support from Vendor; or (5) has a right to receive royalties from the Vendor. _____

DEBARMENT/SUSPENSION STATUS The Vendor certifies that it is not suspended, debarred or ineligible from entering into contracts with the Executive Branch of the Federal Government, or in receipt of a notice or proposed debarment from any Agency. The vendor agrees to provide immediate notice to The University of New Mexico Purchasing Department Buyer in the event of being suspended, debarred or declared ineligible by any department or federal agency, or upon receipt of a notice of proposed debarment that is received after the submission of the quote or offer but prior to the award of the purchase order or contract.

CERTIFICATION The undersigned hereby certifies that he/she has read the above CONFLICT OF INTEREST and DEBARMENT/SUSPENSION Status requirements and that he/she understands and will comply with these requirements. The undersigned further certifies that they have the authority to certify compliance for the vendor named and that the information contained in this document is true and accurate to the best of their knowledge.

Signature: _____ Title: _____ Date: _____
Name Printed: _____ Company Name: _____
Address _____ City/State/zip: _____

THE FOLLOWING MUST BE CERTIFIED IF THIS PURCHASE ORDER IS \$100,000 OR GREATER: CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (Sept., 2005)

- (a) In accordance with FAR 52.203-11, the definitions and prohibitions contained in the clause at FAR 52.203-12, Limitation on Payments to influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.
- (b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after; December 23, 1989
- 1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to Influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract.
 - 2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal Transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and
 - 3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
- (c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT The undersigned company agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.)

CERTIFICATION The undersigned hereby certifies that he/she has read the above CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTION (APR 1991) and CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT requirements and that he/she understands and will comply with these requirements. The undersigned further certifies that they have the authority to certify compliance for the vendor named below.

Signature: _____ Title: _____ Date: _____

Name Typed: _____

Company: _____

Address: _____ City/State/zip: _____

EXHIBIT D

INSURANCE REQUIREMENTS

CERTIFICATES OF INSURANCE:

The Offeror shall furnish UNM one copy each of Certificates of insurance herein required for each copy of the Agreement showing coverage, limits of liability, covered operations, effective dates of expiration of policies of insurance carried by the Offeror. The Offeror shall furnish to UNM copies of limits. The Certificate of Insurance shall be in a form reasonably acceptable to UNM. Such certificates shall be filed with UNM and shall also contain the following statements:

1. "The Regents of the University of New Mexico, the University of New Mexico, its agents, servants and employee are held as additional insured."
2. "The insurance coverage certified herein shall not be canceled or materially changed except after thirty (30) days written notice has been provided to the owner."

CONTRACTOR'S PUBLIC LIABILITY INSURANCE

The Offeror shall maintain liability insurance coverage "equal to the maximum liability amounts set forth in the New Mexico Tort Claims Act Section 41-4-1 et.seq. NMSA 1978." The insurance must remain in force for the life of the contract including all contract extensions or renewals. The limits effective July 1, 1992 are:

\$400,000 per person/\$750,000 per occurrence plus \$300,000 for medical and
\$100,000 for property damage for a total maximum of \$1,150,000 per occurrence.

GENERAL:

All Insurance policies are to be issued by companies authorized to do business under the laws of the state in which work is to be done and acceptable to owner.

The Contractor shall not violate, permit to be violated, any conditions of any said policies, and shall at all times satisfy the requirements for the insurance companies writing said policies.

ATTACHMENT A
RFP Question Submittal Form
 RFP# _____

All written questions must be addressed to the Buyer for this RFP as set forth in Section II above. Offerors are to submit written questions using the format below. Written responses to the questions received will be distributed by UNM’s Purchasing Department as addenda to this RFP solicitation.

Question #	Reference Page/Paragraph/Sec	Question

ATTACHMENT B SCOPE OF WORK

Overview: the University of New Mexico (UNM) seeks to contract to obtain the following products and services:

- AMS product
- Product Training
- Initial Product implementation
- Product Support and Maintenance
- Product Hosting
- Professional Services as needed

I. About The University of New Mexico

UNM is the state's public flagship institution and the only university in New Mexico classified as Carnegie RU/VH Research University. UNM has a main campus in Albuquerque, New Mexico's largest metropolitan area, and branch campuses in Gallup, Los Alamos, Taos, and Valencia County. Though it is one of 27 institutions of higher learning in the State of New Mexico, UNM enrolls approximately half of New Mexico's baccalaureate students, and offers through its various campuses a wide variety of educational programs ranging from Adult Basic Education to graduate and professional programs including the state's only schools of architecture, law, medicine, and pharmacy.

UNM enrolls approximately 33,000 students, more than half of whom are traditionally underrepresented students, employs, 10,300 faculty and staff, and awards 5,100 degrees annually in 366 different programs of study.

II. Situation and Analysis

The University of New Mexico is two years into the long-term implementation of institution-wide assessment of student learning outcomes in both general education core courses (200) and programs of study (366) distributed among 16 academic units. Already some units have found it necessary to systematize their assessment work through the implementation of their own digital systems. Because engagement in assessment varies by unit from passive resistance to full commitment, and because of the variety of tools in use to produce documents, the range of completeness and quality of plans, activity, and reports leads to difficulty with data aggregation and institution-level summary. The sheer size of the institution and decentralized production and ownership of assessment documentation makes it difficult for the institution to promulgate standards for documentation, to track participation and progress by unit or to use data at the institution-level.

The University of New Mexico (UNM) needs to store, track and report documentation of progress in assessment of student learning at the course, program and institutional levels. Documentation includes both documents and data.

Documents typically include:

- 1) Course/Program/Institution-level broad learning goals and student learning outcome statements (SLOs),

- 2) Plans for how SLOs will be assessed,
- 3) Curriculum Maps,
- 4) Rubrics used to detail expectations and score evidence of learning,
- 5) periodic progress reports:
 - a) departments' annual progress reports (apr's) for general education core course assessment,
 - b) Deans' annual summary of approved apr's
 - c) UNM's annual report to the New Mexico Higher Education Department (HED).
 - d) academic program assessment apr's,
 - e) departments' summary of program apr's
 - f) Deans' Quarterly Progress Reports,
 - g) UNM Annual Progress Report on Assessment of Student Learning.
- 6) College Assessment Review Committee (CARC) reviews of plans and reports
- 7) Examples of student work used to assess learning outcomes in courses and programs. Such examples include text documents in multiple formats, graphic documents in multiple formats, sound recordings in multiple formats, and video files in multiple formats.

Data typically includes:

- 1) course title, course number, course section number, program title, department, SLO, measurement tool, question(s)/prompt(s) used to elicit student response, number of students from whom a response was elicited, number of students who performed at acceptable level or better.
- 2) numerator, denominator and percent of students who performed at an acceptable level or better by SLO, by competency, and by learning goal within course section, course, department, discipline group, program, campus
3. changes made by faculty (to pedagogy, curriculum, assessment practices, timelines, etc.) based on assessment.

III. Current Problems to be Solved

Format: Presently documents are received in a range of formats from hard copy to digital files from multiple text editors, to PDF making it difficult to electronically compare, edit or publish them to the institutional web site. Similarly, established templates for these documents may or may not have been followed, and when templates were used they may have been earlier template versions with both conditions resulting in incomplete documents.

Version Control: Because the assessment process, both in planning and execution, is an iterative one, documents are continuously reviewed and revised resulting in version control problems exacerbated by all the different offices that share and have a stake in the same document.

Timelines: The University's Assessment Planning & Reporting Process document on the institutional web site outlines target dates for documentation. Occasional reminders to primary stakeholders via meetings, telephone and campus correspondence are a practical necessity but should be augmented by automated systems. For the purposes of assessment management, date of receipt and date of approval must be affixed to all documents uniformly.

Storage: Storage of assessment documents is presently decentralized in the offices of individual faculty or programs, depts., college/branch campus administration, staff and faculty assessment coordinators, and the office of the Provost rather than in a single, central location.

Maturation: UNM is in an early stage of assessment of student learning, with a limited focus on assessment of general education core courses and academic programs of study. *Current needs* include standardized creation and storage of initial plans and reports, and tracking of creation and approval of the same documents for monitoring progress both by individual entity and participation institution-wide. Data needed at this stage is aggregated at course and program levels for departmental and institutional reporting. However, UNM will *soon need* to track institution-level assessment and co-curricular unit assessment of student learning, both of which will need to integrate with existing assessment goals and objectives by unit. And as the institution's assessment process matures, the assessment management system will need to integrate with other curriculum, management, evaluation and planning processes.

IV. Scope of Work

The current state of UNM's assessment of student learning outcomes and associated problems necessitates a solution that solves current problems, accommodates growth and maturation of institutional assessment processes (with potential purchases of add-ons and enhancements in later years), and offers a more integrated understanding of student learning outcomes. **The immediate functionality sought by the University under this RFP would satisfy the needs for management of assessment through aggregate data at the dept., college, and central administrative levels.** The functionality initially sought does not, therefore, include the tracking of individual performance. Any functionality beyond the basic management functionality described below (including, but not limited to, learning management software, learning achievement tools, course management software, e-portfolio, etc.) should be priced separately where available as future enhancements, which will be scored as part of your proposal.

UNM seeks an institution-wide electronic assessment management system that can be used by our distributed departments and campuses to meet the following goals:

- Facilitate document creation and data collection.
- Improve the quality of published content.
- Improve completeness and comparability through the use of templates.
- Ensure accessibility compliance with Section 508.
- Simplify day-to-day assessment management.
- Align institutional, program, and course learning goals.
- Format management.
- Revision control.

Functionality needed:

- Provide a single web-based point of reference for all stakeholders (i.e. be accessible by faculty, staff, students, public with differential access authority).
- Provide a standard web-based interface for data entry with templates, prompts and required fields.
- Provide an overview of the alignment of learning goals, SLOs, assessment methods across all levels of institution.
- Facilitate visual tracking and reporting in print on the existence, revision (version), approval of all documents.
- Facilitate longitudinal analysis of improvement.
- Facilitate reporting (both ad hoc and standard) at course, program, division, institutional levels in multiple (user-defined) output templates.
- Facilitate automated notification of due dates by role.
- Accommodate updates, and facilitate version tracking, retaining prior entries in archive.
- Record entry date, review dates, approval date.
- Link documents to facilitate access to related and supporting documents.
- Manage appropriate access through roles (course/program faculty, UG/Grad Curriculum Coord., Chair, Dean, Provost, etc.).
- Import and store data from external sources (e.g. CLA, NSSE, FSSE, Student Voice, Opinio, SurveyMonkey, WebCT, etc.). Must be capable of gathering data from many different existing institutional databases (incl. Banner).
- Handles qualitative and quantitative data
- System should be simple to use at faculty/departmental level, requiring little or no training for basic data/document entry and access.
- External hosting/maintenance/support should be available and, if bundled separately, priced.

RFP REQUIREMENTS. A PROPOSAL WILL BE REJECTED AS NONRESPONSIVE IF IT DOES NOT INCLUDE THE FOLLOWING FUNCTIONALITY, PERFORMANCE CRITERIA, AND QUALIFICATIONS.

- The system must provide aggregate student level data reporting without necessity of individual student data.
- The vendor must have a proven track record with large ($\geq 20,000$ students) and complex (multi campus, UG, GR, & Prof'l, research university).
- Describe how the system provides benefits to the individual end user (e.g., faculty member or dept. chair) greater than or equal to the cost (e.g., time and effort to learn a new system, enter data).