

**THE UNIVERSITY OF NEW MEXICO
PURCHASING DEPARTMENT**

REQUEST FOR PROPOSAL NUMBER: 1627-14

TITLE: University of New Mexico Student Feedback Software/System for Instructors and Courses.

DUE DATE AND TIME: Oct 22, 2013 5:00 PM MST.

The University of New Mexico (herein, "UNM" or "University") invites you to submit an offer for the material(s) and/or services identified and described within this Request for Proposal (RFP). Please read carefully all instructions, specifications, requirements, scope of work terms and conditions. Failure to comply with the instructions, terms and conditions and specifications of this Request may result in your offer being classified as unresponsive and disqualified. Offers must be submitted no later than the time and date specified above. New Mexico criminal law prohibits bribes, gratuities and kickbacks.

OFFER SUBMITTAL: You may submit your proposal via hard copy or via electronic copy (NOT via email).

Hard Copy Submission of Proposals.

All information must be entered in ink or typed and corrections must be initialed. **Offerors are required to submit one (1) original, six (6) copies, and one electronic copy on a cd disc or "thumb drive."** Offers are to be submitted in a sealed envelope, clearly marked with the RFP Number and Opening Date (see Offer Due By date above) in the lower left hand Corner. Failure to mark your sealed Offer Submission Envelope may result in your Offer being opened early or your offer not being included in the Request for Proposal Opening.

Hand Delivery Location:

THE UNIVERSITY OF NEW MEXICO
John & June Perovich Business Center
PURCHASING DEPARTMENT, Suite 2600
1700 Lomas Boulevard NE (SE Corner of the intersection of Lomas and University Blvds.)
ALBUQUERQUE, NE 87131

Mailing Address:

THE UNIVERSITY OF NEW MEXICO
PURCHASING DEPARTMENT, Suite 2600
John & June Perovich Business Center
MSC011240
1 University of New Mexico
Albuquerque, New Mexico 87131-0001

Electronic Submission of Proposals (PDF Format where possible)

You may submit your Proposal electronically rather than hard copy. Proposals submitted electronically are to be submitted via the following UNM Purchasing Department LoboSource website address:
<http://www.unm.edu/~purch/lobosource.html>.

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UNM CONTACT INFORMATION:

Jeff Gilmore, Senior Contracts Specialist
Telephone: 505-277-8611
E-mail: jgilmore@unm.edu

TERMS AND CONDITIONS: The purchases of materials and/or services awarded under this RFP are subject to The University of New Mexico’s Standard Terms and Conditions and all information and statements contained in this RFP. Offerors may submit alternate terms and conditions; however, UNM reserves the right to reject the language if it is determined not to be in the best interest of UNM.

INSTRUCTIONS TO OFFERORS:

1. **ACKNOWLEDGEMENT OF ADDENDA.** Offerors shall acknowledge receipt of any addenda of this RFP by identifying the addendums number and date in the space provided on the response form.
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 whether or not an alternate offer is equal. It is the Offeror’s responsibility to provide, as part of the offer, descriptive literature, specifications and information on all alternate products and services offered. References of current users should be included. If the item(s) or service(s) offered are not clearly identified as alternate item(s) or services, it is understood that the offer is for item(s) and service exactly as specified in this RFP.
3. **AWARD INFORMATION.** Award information will be posted electronically on the UNM Purchasing Department web site: <http://www.unm.edu/~purch/lobosource.html>
4. **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 RFP.
5. **CANCELLATION.** The University reserves the right to cancel without penalty, this RFP, any resultant Purchase Order/Agreement, or any portion thereof for convenience, unsatisfactory performance, or unavailability of funds.

6. CASH DISCOUNTS. The University will take advantage of cash discounts offered whenever possible; however, cash discounts will not be used as a means to determine the lowest cost.
7. CLARIFICATIONS. Any clarification of instructions, terms and conditions, insurance, bonds, or offer preparation shall be made only by the Contract Specialists stated on the cover sheet of this RFP. Technical clarifications should be addressed to the referenced Contract Specialist. If requested by UNM, clarifications must be in writing and submitted as an addendum to be considered and relied upon as a part of this RFP solicitation.
8. COPIES OF OFFER. If submitting by hard copy or on CD, please submit the number of hard/CD copies of your offer as stated on the cover sheet along with all supporting documents.
9. LATE SUBMISSIONS. Late submissions of offers will not be accepted or considered unless it is determined by the University that the late receipt was due solely to mishandling by the University or the offer is the only offer received. Late submissions will be returned unopened.
10. MODIFICATIONS. Only modifications received prior to the date and time specified for the closing will be accepted. No modifications will be accepted after the opening. Technical clarifications of the offer may be requested by the Contract Specialists following the opening.
11. OFFEROR CLARIFICATION. The Offeror should include a local or toll-free number and e-mail address for offer clarifications. Failure to do so may result in the Offer being deemed non-responsive.
12. PERIOD FOR OFFER ACCEPTANCE. Offeror agrees that any offer made submitted will be good for a period of ninety (90)-calendar days or such additional time set forth in the Scope of Work.
13. 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. Price and information concerning the specifications cannot be considered confidential. (UNM Purchasing Regulations 11.6.3). Do not mark your front page "confidential" or every page as "confidential." UNM is a public institution, and subject to FOIA type disclosure. UNM cannot consider a proposal, in its entirety, as confidential.
14. REJECTION OF OFFERS. The University 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.
15. RIGHT TO WAIVE MINOR IRREGULARITIES. The selection committee reserves the right to waive minor irregularities. The selection 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 selection committee.
16. 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 RFP deadline 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.

17. 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/> .

18. 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 submittal due date and time. Offerors requiring bid security will result in forfeiture of the bid security if the offer is withdrawn following the opening.

19. **RESIDENT BUSINESS, RESIDENT CONTRACTOR AND RESIDENT VETERAN PREFERENCE CERTIFICATION.** To receive a resident business preference pursuant to Section 13-1-21 NMSA 1978 or a resident contractor preference pursuant to 13-4-2 NMSA 1978, you must submit with your proposal/bid a copy of a valid resident contractor certificate issued by the New Mexico Taxation and Revenue Department as well as a completed and signed “*Resident Veteran Preference Certification*” form (*Exhibit D*).

EXHIBIT A

Conflict of Interest-Debarment/Suspension Certification Form THE UNIVERSITY OF NEW MEXICO SUPPLIER CONFLICT OF INTEREST AND DEBARMENT/SUSPENSION CERTIFICATION FORM

THE FOLLOWING MUST BE CERTIFIED IF ANY RESULTANT PURCHASE ORDER/AGREEMENT 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/Agreement 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 Typed: _____ Company Name: _____

Address _____ City/State/zip: _____

THE FOLLOWING MUST BE CERTIFIED IF ANY RESULTANT PURCHASE ORDER/AGREEMENT IS \$100,000 OR GREATER:

CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (September, 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 B
OFFER SIGNATORY FORM**

THE FOLLOWING OFFEROR INFORMATION MUST BE COMPLETED AND RETURNED WITH THE RFP. THIS FORM MUST BE SIGNED (SEE “*” BELOW)**

1. SMALL & SMALL DISADVANTAGED BUSINESS CERTIFICATION FORM (INCLUDED).

Please note that the information requested on the certification form is for reporting purposes only and will not be used in evaluating or awarding a Purchase Order/Agreement.

2. ACKNOWLEDGMENT OF ADDENDA

The undersigned acknowledges receipt of the following addenda:

Addenda No. _____ Dated _____

Addenda No. _____ Dated _____

Addenda No. _____ Dated _____

3. RESIDENT BUSINESS, RESIDENT CONTRACTOR AND RESIDENT VETERAN PREFERENCE CERTIFICATION

To receive a resident business preference pursuant to Section 13-1-21 NMSA 1978 or a resident contractor preference pursuant to 13-4-2 NMSA 1978, a business or contractor is required to submit with its bid or proposal a copy of a valid resident contractor certificate issued by the taxation and revenue department. *In addition, the attached “Resident Veteran Preference Certification” form (see Exhibit D) must filled out, signed and accompany any RFP from any business wishing to receive a resident veteran’s preference.*

RESIDENT PRFERENCE NUMBER: _____

4. RFP SIGNATURE

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

INSURANCE REQUIREMENTS

CERTIFICATES OF INSURANCE:

The Contractor shall furnish the Owner one copy each of Certificates of insurance herein required for each copy of the Purchase Order/Agreement showing coverage, limits of liability, covered operations, effective dates of expiration of policies of insurance carried by the Contractor. The Contractor shall furnish to the Owner copies of limits. The Certificate of Insurance shall be in the form of AIA Document G-705 or similar format acceptable to the Owner. Such certificates shall be filed with the Owner 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 forty five (45) days written notice has been provided to the owner."

COMPENSATION INSURANCE:

The Contractor shall procure and shall maintain during the life of this contract Worker's Compensation as required by applicable State law for all Contractor's employees to be engaged at the site of the project under this project and in case of any such work sublet the Contractor shall require the subcontractor or sub subcontractor similarly to provide Worker's Compensation Insurance for all the subcontractor's or sub subcontractor's Workers which are covered under the Contractor's Worker's Compensation Insurance. In case any class of employee engaged in work on the project under this contract is not protected under a Worker's Compensation Status, the Contractor shall provide and shall cause each subcontractor or sub subcontractor to provide Employer's insurance in any amount of not less than \$500,000.

CONTRACTOR'S PUBLIC LIABILITY INSURANCE

The contractor shall procure and shall maintain during the life of this contract Public Liability Insurance as required by applicable State law. In case of any work being sublet, the Contractor shall require the subcontractor or sub-subcontractor similarly to provide Public Liability Insurance for all the subcontractor's or sub-subcontractor's work being performed under this Purchase Order/Agreement. In any case, whereby the Contractor's sub-contractor or sub-subcontractor services are not covered under separate policy, the Contractor shall provide and shall cause each subcontractor or Sub-subcontractor to be covered under the contractor's policy. The insurance must remain in force for the life of the contract including all contract extensions or renewals. The limits effective June 8, 2012 are:

\$1,000,000 per occurrence; \$2,000,000 annual aggregate.

CONTRACTOR'S VEHICLE LIABILITY INSURANCE:

The Contractor shall procure and shall maintain during the life of this contract Vehicle 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:

Bodily Injury	\$750,000 Each Occurrence
Property Damage	\$100,000 Each Occurrence

SUBCONTRACTOR'S AND SUB CONTRACOTR'S PUBLIC AND VEHICLE LIABILITY INSURANCE:

The Contractor shall either:

1. Require each subcontractor or sub-contractor to procure and maintain during the life of the subcontract or sub subcontract public Liability Insurance of the types and amounts specified above or,
2. Insure the activities of the subcontractors of sub subcontractors in the Contractor's Policy as required under this Article.

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.

EXHIBIT D
RESIDENT VETERANS PREFERENCE CERTIFICATION

_____ (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

Please check one box only

__ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

__ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

__ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference /Resident Veteran Contractor Preference under section 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

I understand that knowingly giving false or misleading information on this report constitutes a crime.

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

(Signature of Business Representative)*

(Date)

*Must be an authorized signatory for the Business.

The representations made in checking the boxes constitutes a material representation by the Business that is subject to protest and may result in denial of an award or unaward of the procurement involved if the statements are proven incorrect.

EXHIBIT E
Scope of Work and Evaluation Criteria:

I. SCOPE OF WORK OVERVIEW

University Profile

The University of New Mexico enrolls approximately 33,000 students and employs 10,300 faculty and staff. UNM consists of a main campus located in Albuquerque, which includes the Health Sciences Center with an affiliated Hospital, extended university, and continuing education and four branch campuses which have a two year degree mission: UNM-Gallup, UNM-Los Alamos, UNM-Taos, and UNM-Valencia. In the 2012 academic year, UNM awarded 5,176 degrees and certificates. The academic programs consistently rank among the top in universities across the United States, and the faculty is distinguished by Nobel Laureates, Fullbright recipients and nationally recognized academicians. As a large institution we currently have a central Data Warehouse technical team, a team of DBA's, a Software Applications group, a Systems and a Platforms group. The University is subject to FERPA, HIPPA and other security and audit requirements and regulations.

Current State

UNM currently collects student feedback on instructors and courses once or twice per semester using Individual Development and Educational Assessment (IDEA). The majority of surveys are administered to students during face-to-face class sessions. Students complete surveys by filling in "bubble sheets" for predefined questions with predefined responses and entering textual comments to open-ended questions on the reverse of the bubble sheets. Some courses and sections, primarily those offered online, use an online survey administered via a web site.

Reasons for upgrading or replacing this system include:

- Significant faculty dissatisfaction with IDEA due to inflexible survey content, slow reporting, and feedback that is difficult to understand and interpret
- Administrative and operational complexity in survey creation, administration, and reporting, including significant paper-based processing
- Difficulty in using survey data/reports in further analysis (e.g., data analytics and text mining)
- Concerns about usefulness/reliability of IDEA reports for merit, promotion, and tenure reviews
- Lack of mobile and administrative functionality in the IDEA Online web-based application

Benefits Sought from New Software Application or Service

- Increased faculty and administrative control of survey content and format
- Greater flexibility in matching questions, survey format, survey content, and result reporting to faculty preferences and administrative needs
- More rapid survey processing and results reporting
- Improved usability and understandability of standard reports

- Improved ability to connect raw survey data and reported results to downstream reporting, data mining, and analytics processes
- Reduced complexity and greater ease-of-use in all aspects of survey creation, administration, and reporting
- Greater or complete reliance on online surveys and related electronic methods of survey administration and reporting

Approach to the Project

A working group has analyzed the current system, performed a brief market survey, elicited system requirements from faculty, staff, and administrators, and developed this scope of work. As part of that effort, some related policy issues have been identified including the comparative degree of control exercised by faculty and administrators over survey content and administration, the extent to which survey results will or won't be made available to students and others, and the extent to which online surveys will replace paper-based surveys. To speed the acquisition process, policy issues will be considered by the UNM Faculty Senate during the fall 2013 semester in parallel with working group evaluation of RFP responses. Due to the parallel nature of these processes, some details of the scoring and evaluation processes will not be determined until the policy issues have been fully resolved - after the deadline for RFP responses.

UNM anticipates selecting a vendor no later than December 30, 2013. The vendor's software and services will be piloted starting with the Spring or Summer 2014 semester and fully implemented during either the Fall 2014 or Spring 2015 semester.

Scope of Work Overview

The approved/awarded vendor will provide a software solution and the technical team to implement the solution. In addition, the vendor will work with UNM's technical team to create all necessary integrations with existing UNM systems (e.g., Banner, Blackboard, data analytics/mining tools, and central authentication) and to define additional data and security integration as needed.

Requirements Overview:

UNM seeks to contract to obtain software and/or services comprising a **student feedback system for instructors and courses** operationally defined as a system that gathers and reports student perceptions once or twice per semester regarding:

- Quality of course design, content, conduct, and delivery
- Instructor effectiveness and responsiveness to student needs

System Function and Scope

Priorities for high-level system functions are:

1. Provide high-quality and easy-to-use summative feedback for use in annual, merit, promotion, and tenure evaluations

2. Provide high-quality and easy-to-use formative feedback to faculty and others to improve course quality and instructional performance
3. Provide summary output that can be used as input for program review

The second functional priority is subordinate to the first but the well-developed marketplace for student survey tools should enable both functional priorities to be provided in a compatible way. Providing input for program review is important but must not unduly interfere with the higher priority functions.

The requirements listed in this RFP are for a narrowly-scoped student feedback system. However, we anticipate that some vendors may offer software or services that address student feedback requirements using one component of a larger “suite” that addresses additional review and assessment processes typical of universities. Vendor responses for such suites are encouraged provided that the student review component is:

- Licensed separately from the other components,
- Accessed directly by users, and
- Maintained and upgraded independently of other components

Paper-and-Pencil vs. Online Surveys

The issue of whether UNM will require its future system to support only online surveys or to support both online and paper-based surveys has not yet been resolved. The issue will be discussed and decided by the Faculty Senate and other UNM groups as RFP responses are being evaluated. As such, responses from vendors with online-only and combined online and paper-based systems are encouraged.

A key factor in the eventual decision will be the likely response rate for online surveys. UNM average response rates for 2012 were approximately 44% for online surveys and 76% for paper-and-pencil surveys. UNM wants online response rates to match or exceed current paper-based response rates. As such, vendors are specifically asked to document methods by which online response rates can approach or exceed 75% and to provide evidence that other University users have achieved such results using the vendor’s software and/or services. Methods that might be embedded within or supported by a vendor’s software or services might include, but are not limited to:

- Targeted communication from instructors to students
- Automated reminders to students delivered in various forms (e.g., email, text messages, and pop-up reminders) through various means (e.g., LoboMail and Blackboard Learn)
- Rewards for survey completion including assignment credit, prize lotteries, and early release of grades
- Penalties for survey non-completion including delayed release of grades and delayed class registration

Detailed Requirements

Requirements described below are only roughly categorized. Some requirements appear under multiple category headings.

Survey creation and content

- Survey creation and management must be efficient, flexible, and easy-to-perform. This implies an efficient, flexible, and easy-to-use user interface that minimizes complexity and user time/training requirements for faculty, staff, and administrators.
- Enables survey content and format specifically customized to course learning objectives and pedagogy. This capability can be provided in a generic way (e.g., flexibility in creating/including/excluding questions) or in much more specific ways (e.g., a survey that is partly structured around instructor- or administrator-supplied learning objectives and pedagogical categories).
- Captures and is able to report open-ended/qualitative comments.
- Supports surveys containing questions defined by different levels of the University such as the entire university or campus, a specific college, a specific department, a specific course coordinator, and a specific instructor. For example, a survey for one course/instructor can include instructor-defined questions and questions common to all surveys for the “owning” program, department, college, campus, and university
- Accommodates questions based on course type such as lab, lecture, online, etc.
- Enables specialized questions to be included based on instructor type (e.g., teaching assistants, lab assistants, or part-time faculty)
- Efficient support for cross-listed courses (e.g., linked surveys that have some elements in common but others that differ)
- Repeats questions for multi-instructor courses (i.e. is able to evaluate two or more instructors within a course and produce independent evaluations)
- Enables multiple survey schedules to be managed and supported simultaneously (e.g., for overlapping course durations such as 4-, 6-, and 8-week summer courses and for mid-term and end-of semester surveys for the same course/semester)
- Ability to define templates to speed creation of new surveys. Templates can be defined at the UNM, college, department, and instructor levels
- Ability to use older surveys as templates for newer surveys

Survey administration and accessibility

- Survey completion by students must be efficient, flexible, and easy-to-perform. This implies one or more efficient, flexible, and easy-to-use user interfaces that minimize complexity and student time/training requirements
- Survey completion by students must support one or more online interfaces (e.g., generic browser-based, specific apps for Windows and Apple computers, and specific apps for Windows, Android, and iOS mobile devices)
- Mobile-ready—enabling students to complete surveys on tablets, smart phones, and other mobile devices
- “Paper-and-pencil” survey distribution and completion may also be provided/supported but is not specifically required.
- Demonstrated and consistent success by system adopters in achieving student response rates via online interfaces that are equal to or greater than “paper-and-pencil” surveys distributed and collected during face-to-face class sessions

- Resources available to support positive communications to encourage students to complete the evaluations
- Multiple/customized reminders to students via multiple communication channels such as email, text (SMS) messaging, phone calls, Facebook and other social media messages, messaging within Blackboard Learn and other learning management systems, and calendar/task updates to calendaring systems including Microsoft Outlook via Microsoft Exchange or Office 365
- Students can save partly-completed online surveys and return at a later time to complete them (with faculty and administrator ability to enable or disable this feature per survey)
- Students can resume online survey completion in the event of disconnection (e.g., dropped cell phone connection, network service interruption, or end-user device failure)
- ADA-compliant

Reporting and other system outputs

- Report and information outputs must be easy and efficient to generate and easy to interpret for multiple uses, but especially for instructor reviews and for course and instructional improvement
- Provides survey responses, reports, and analyses in a timely manner – preferably within seconds or minutes, worst case within hours or a few days
- Provides options to preserve respondent anonymity with flexibility to adjust to variations in response rate and inclusion or exclusion of correlated respondent details (e.g., course grades).
- Faculty and administrators can receive reports via email
- Reports will be generated and/or viewable in different printable formats (PDF and Microsoft Word, at minimum)
- Ability to generate longitudinal analyses and reports
- Ability to report, analyze, and summarize textual feedback
- Ability and tools to perform trend and meta-analysis
- Provides easy-to-use dashboards to monitor surveys in progress and report response rates and other utilization and result metrics.
- Ability to report on the validity and reliability of student responses, summary statistics, and other analytical outputs
- Ability to correlate individual student responses and course grades and to incorporate course grades into analyses and summary statistics
- Earlier data and survey responses can be accessed or imported to create longitudinal reports
- Unique reports generated for faculty, chairs, deans, and Academic Affairs with content and summarization appropriate for each audience and flexibility in defining that content and summarization
- Reporting for user groups/types according to specified release dates by the University or upon completion of related tasks such as submission of course grades
- Administrators can prevent faculty from viewing reports if a certain number or percentage of responses haven't been received. (These thresholds will be pre-determined by academic affairs policy, to protect respondent anonymity.)
- Reporting intended to provide feedback to student participants and to inform student choice among courses and instructors
- Real-time response rate threshold warnings as survey end dates approach with flexibility to define warning response rate thresholds

Integration requirements

- Integrates with Banner and other academic record-keeping and scheduling systems. Integration must be sufficient to support other requirements including:
 - Generating and tracking surveys for specific courses, sections, and instructors
 - Customizing survey format and content based on instructor and course characteristics
 - Collecting survey responses only from currently enrolled students
 - Integrating survey responses and summary data with course grades assigned to specific respondents
 - Motivating students to complete surveys (for example, via early, delayed, or disabled release of grades)
 - Enabling release of reports and data to instructors as soon as course grades are submitted
- Integrates with Blackboard Learn and other learning management systems. Integration must be sufficient to support other requirements including:
 - Distributing and publishing announcements of survey availability
 - Linking surveys to specific course pages and related tools
 - Messaging to students regarding survey completion or lack thereof
 - Messaging to faculty regarding response rates for ongoing surveys
 - Motivating students to complete surveys (for example, via reminders, assignment credit, and early, delayed, or disabled release of grades)
- Single sign-on supported in a manner consistent with authentication and authorization methods used for other UNM applications
- Able to integrate or export efficiently to programmatic review tools including Tk20
- Ability to export all raw data into structured formats such as comma- and tab-delimited files, Excel, XML, and formats compatible with database management, data mining, and analytics tools such as ORACLE, MySQL, Microsoft SQL Server, SAS, and SPSS
- Ability to export reports and analyses in multiple document formats such as Adobe Acrobat, Microsoft Word, and Microsoft Excel
- Enables efficient importation of surveys and data that may be produced by another vendor, such as IDEA, to facilitate longitudinal and other reporting

Installation, maintenance, support services, and architecture

- Professional assistance and training for implementation of the system
- Professional assistance and training for effective use of the system including interpretation of reporting outputs
- Post-implementation training to tailor course evaluation system to align with UNM's needs
- Cloud-based application provisioning that supports access from a variety of devices (e.g., desktop computers, laptop computers, tablets, and hand-held devices) using a variety of operating systems and Web-browsers (e.g., Windows, Apple operating systems, Android, Internet Explorer, Firefox, Safari, and Chrome)
- Support for device- and operating-specific programs and apps that leverage specific platform capabilities for greater performance, functionality, and ease-of-use
- Central point of contact for all service based incidents, assistance, general questions and problem resolution. If service is fully or partially hosted by UNM, vendor must provide tiered or direct

technical support, in and outside of normal business hours, in alignment with agreed upon maintenance windows.

RFP Response Content:

RFP responses should be organized according to the following outline and content guidelines.

A. Products, Services, Performance (see Evaluation Criteria A).

1. Detailed requirements
 - 1.1. In a narrative or bullet list format, describe the extent to which the system meets or exceeds the detailed requirements list described above under the category **Survey creation and content**
 - 1.2. In a narrative or bullet list format, describe the extent to which the system meets or exceeds the detailed requirements list described above under the category **Survey administration and accessibility**
 - 1.3. In a narrative or bullet list format, describe the extent to which the system meets or exceeds the detailed requirements list described above under the category **Reporting and other system outputs**
 - 1.4. In a narrative or bullet list format, describe the extent to which the system meets or exceeds the detailed requirements list described above under the category **Integration requirements**. Note that additional response content in this category is specified below and that content does need to duplicate content in this section.
 - 1.5. In a narrative or bullet list format, describe the extent to which the system meets or exceeds the detailed requirements list described above under the category **Installation, maintenance, support services, and architecture**. Note that additional response content in this category is specified below and that content does need to duplicate content in this section.
2. Product roadmap
 - 2.1. Describe recent product history with respect to deployment of upgraded versions. At minimum, address the following issues: architectural changes, major categories of added/deleted functionality, user interface design and supporting technology, and supported operating systems, browsers, and end-user devices.
 - 2.2. Describe the product roadmap for the next 3 years – addressing the same issues as in the previous question.
3. Architecture and required infrastructure
 - 3.1. System architecture

- 3.1.1. Indicate whether the system is hosted on the vendor's servers and accessed via the web or whether the system has a locally-hosted (at UNM) architecture.
- 3.1.2. If the system has both vendor-hosted and locally-installed components identify them specifically
- 3.1.3. Please describe any test environments that you provide, including related costs.
- 3.1.4. If the system consists of multiple modules for different purposes (e.g., survey creation vs. survey completion by students) describe the modules and their interaction

- 3.2. Local infrastructure
 - 3.2.1. Describe the infrastructure requirements for the product to be deployed in the following states: (minimum configuration, recommended configuration, high availability). Please include number and specifications of local servers, local database architecture, bandwidth requirements, etc.)

- 3.3. Locally-hosted server and client specifications
 - 3.3.1. List the operating systems and versions that are supported/required.
 - 3.3.2. What are the CPU, memory, disk, and network interface requirements of servers?
 - 3.3.3. Can the server components operate in a virtual machine (VM) environment? Are your specifications different in a VM environment rather than a hardware (bare metal) server environment?

- 3.4. Locally-hosted databases (if applicable)
 - 3.4.1. List the database management systems and versions supported/required by your product.
 - 3.4.2. Describe your development roadmap with Oracle versions.
 - 3.4.3. What are typical database sizing recommendations for deployment?
 - 3.4.4. Please provide an overview of the standard database schema.
 - 3.4.5. How do application and other components connect to the database? (ODBC, JDBC, Native, etc.)?

- 3.5. Locally-hosted web/application servers (if applicable)
 - 3.5.1. Describe the web servers and/or application servers and versions that are required.

- 3.6. Authentication and authorization
 - 3.6.1. Describe the available authentication options supported by the product.
 - 3.6.2. Does the product allow for authentication against multiple sources?
 - 3.6.3. Where and how are roles and settings for authorization stored?
 - 3.6.4. Specifically address LDAP, CAS, and AD in your responses above.

- 3.7. Do you currently support or do you plan to support network connections and/or service deployment via Internet 2 or National LambdaRail within the next 3 years? If so, please provide supporting details.

4. Administration
 - 4.1. Product administration
 - 4.1.1. Is the administrative interface web-based?
 - 4.1.2. Can all administrative tasks be completed via a web interface?
 - 4.1.3. Describe how administrative access is granted in the product?

- 4.1.4. Describe the process for creating and assigning administrative and user roles and the skill sets necessary to complete such a task.
- 4.1.5. Can a single user be assigned multiple roles?
- 4.1.6. Please describe the extent to which UNM staff will be able to administer the application without vendor support or with nominal vendor support.

- 5. User Interface
 - 5.1. Operating systems
 - 5.1.1. What operating systems are supported in the user interface? (Windows, Macintosh OS, iOS, Linux, Android)
 - 5.1.2. Are specific apps provided for Windows, iOS, Apple OS, or Android? If so, please describe in detail including related minimum device/hardware specifications.
 - 5.2. Web browser interfaces
 - 5.2.1. Is the user interface for managing content within your product web-based?
 - 5.2.2. Describe compatibility with Web browsers including Internet Explorer, Firefox, Chrome, and Safari.
 - 5.2.3. Is the browser interface a zero-footprint client (i.e., Are there any plug-ins such as Active-X controls or Java applets required)? Describe any plug-in or similar requirements in detail.
 - 5.3. Mobile device support
 - 5.3.1. Is the system accessible from mobile devices?
 - 5.3.2. Describe any related hardware restrictions (e.g., minimum screen size)
 - 5.4. Provide an overview of your past response timelines to operating system and browser (version) updates and anticipated update roadmaps for the next 1-2 years.
 - 5.5. Provide representative screen captures for commonly-used functions or provide a URL for an online product demo that shows how administrators, faculty, and students will interact with the system.

- 6. Security
 - 6.1. Describe all ports used by your product and any implications for firewalls.
 - 6.2. Audit trails
 - 6.2.1. Does the product keep an audit trail of all changes (e.g., surveys, questions, users, and role assignments)? If only some changes are recorded in the audit trail specifically identify those that are and aren't logged.
 - 6.2.2. Describe the mechanisms/methods by which the audit trails are generated?
 - 6.2.3. Are rollbacks available from the audit trail? If so, describe the process and its impact on system availability.
 - 6.2.4. Describe how users and administrators view the audit trail.
 - 6.2.5. Describe and related reports.

- 6.3. Describe how the connections among servers and between clients and servers are secured.
- 6.4. How does the system protect against attack vectors such as brute force login attacks?
- 6.5. Can confidential content be stored as encrypted data in the database?
- 6.6. If any part of the solution is hosted, describe the security protocols in place at the vendor's data center.
- 7. Customization, Integration, Data Import/Export, and Reporting
 - 7.1. Does the product support plug-ins, extensions, or real-time interaction with other software and services via an API? If so, describe the product API and currently available third-party applications and services that use the API.
 - 7.2. List the higher-education-oriented ERP and student information systems with which your product successfully integrates.
 - 7.2.1. Provide a detailed description of how your product integrates with Banner. Address details including what specific data items are transmitted in each direction, the precise mechanism(s) by which data items are transferred, and the frequency of data exchange.
 - 7.2.2. Provide a list of educational institutions similar in size and programmatic scope to UNM that use your product and integrate it with Banner. Include at least one administrative/technical contact at each institution.
 - 7.3. List the higher-education-oriented learning management systems with which your product successfully integrates.
 - 7.3.1. Provide a detailed description of how your product integrates with Blackboard Learn. Address details including what specific data items are transmitted in each direction, the precise mechanism(s) by which data items are transferred, and the frequency of data exchange.
 - 7.3.2. Provide a list of educational institutions similar in size and programmatic scope to UNM that use your product and integrate it with Blackboard Learn. Include at least one administrative/technical contact at each institution.
 - 7.3.3. Provide a detailed description of how your product integrates with Desire2Learn. Address details including what specific data items are transmitted in each direction, the precise mechanism(s) by which data items are transferred, and the frequency of data exchange.
 - 7.3.4. Provide a list of educational institutions similar in size and programmatic scope to UNM that use your product and integrate it with Desire2Learn. Include at least one administrative/technical contact at each institution.
 - 7.3.5. Provide a detailed description of how your product integrates with Canvas. Address details including what specific data items are transmitted in each direction, the precise mechanism(s) by which data items are transferred, and the frequency of data exchange.
 - 7.3.6. Provide a list of educational institutions similar in size and programmatic scope to UNM that use your product and integrate it with Canvas. Include at least one administrative/technical contact at each institution.

- 7.4. List the higher-education-oriented programmatic assessment tools with which your product successfully integrates.
 - 7.4.1. Provide a detailed description of how your product integrates with Tk20. Address details including what specific data items are transmitted in each direction, the precise
- 7.5. Describe product capabilities for data import and export.
 - 7.5.1. What data can be imported into the system (bypassing the normal user interface for creating, editing, and administering surveys)?
 - 7.5.2. Describe the data import formats that are supported (e.g., XML, CSV, comma- and tab-delimited files, Excel spreadsheets, Word documents, and direct import from relational databases).
 - 7.5.3. What data can be exported directly from the system (bypassing normal reports)?
 - 7.5.4. Describe data export formats that are supported (e.g., XML, CSV, comma- and tab-delimited files, Excel spreadsheets, Word documents, and direct import formats from relational databases).
 - 7.5.5. Describe product and vendor support for data and report content export directly to external data mining, text mining, and data analytics tools such as SPSS, SAS, ORACLE tools, and SQL Server tools.
 - 7.5.6. Is “live” (as compared to periodic or batch) and “direct” (i.e., by an external program, not an interactive user) access to reports and data stored within the product supported? If so, please describe the data that can be accessed and the access mechanism(s).
- 7.6. Describe report content and report generation procedures.
 - 7.6.1. List “canned reports” that can be generated, describe their purposes, and either summarize data content, or provide a report sample.
 - 7.6.2. Describe user-defined and ad-hoc reporting capabilities.
 - 7.6.3. If not provided in the answers above, describe in detail the system’s ability to monitor and report end-user activity.
 - 7.6.4. Describe the system’s ability, if any, to provide monitoring via a dashboard or to perform meta-analysis.
 - 7.6.5. Describe the formats in which reports can be generated and exported (e.g., Microsoft Word, PDF, .etc.).
8. Product Support and Performance
 - 8.1. Support Plan
 - 8.1.1. Please describe your support plans. Include the hours of support, costs and all available contact methods.
 - 8.1.2. Please give an overview of your support staff including experience, years with the company and native languages.
 - 8.1.3. Please describe your compliance with applicable regulations.
 - 8.1.4. If you propose a hosted solution, please describe any disaster recovery plans you have in place.
 - 8.1.5. Detail the locations from which support is provided, process for initiating “help tickets”, process for prioritization and response time.
 - 8.1.6. If you provide support under the terms of one or service-level agreements (SLA) please provide a sample or samples.
 - 8.2. Will a designated representative be assigned to UNM?

- 8.3. Updates
 - 8.3.1. How are updates and new releases announced and made available?
 - 8.3.2. What is the typical amount of downtime needed to perform and update or install a new release?
 - 8.3.3. Will assistance from your technical staff be needed for implementing updates or new releases? If yes, are these costs included in a support plan?
 - 8.3.4. With respect to a hosted solution, when are updates to the system performed?
- 8.4. Maintenance and Uptime
 - 8.4.1. Describe the schedule and duration of regular maintenance windows, if any.
 - 8.4.2. Provide system uptime statistics for the past 12 months.
 - 8.4.3. Describe any major service interruptions (more than 1 hour downtime or interruptions resulting in significant data loss) during the past 12 months.

B. Total Cost of Initial Package, Annual Costs, and Future Enhancements (see Evaluation Criteria B). If possible, Vendors should break out their pricing in terms of total anticipated year one costs, as well as total anticipated costs in subsequent years.

- 1. Total Cost of Initial Package
 - 1.1. Total Project Cost –Provide the total project price for all products and services, including conversion or customization charges from our existing application and/or forms and formats, as well as any equipment costs, software costs, or any other costs, fees, or expenses that you anticipate will be charged to UNM. All related expenses necessary to accomplish each project as listed herein must be included and itemized. Price submitted by vendor must include estimates for travel, lodging, meals, and any other associated costs of the Vendor.
 - 1.2. Describe the licensing structure for your product? (by concurrent users, server installations, etc.). Do you offer various licensing models, hosted solutions, etc.? Do you provide a perpetual license? If you provide a hosted solution, may UNM elect, at a future point in time, to operate the software on its own servers at no additional licensing charge?
 - 1.2.1. If measures of activity (e.g., transactions, number of surveys, bandwidth consumed, etc.) partly or fully determine license costs describe those measures in detail?
 - 1.2.2. If number of users or number of accounts partly or fully determines license cost please describe how and when those numbers are derived.
 - 1.2.3. If number of users or number of accounts partly or fully determines license cost please describe exactly what constitutes a user or account and what mechanisms are provide to minimize the number of users or accounts (e.g., expiration/deletion of “old” users/accounts).
- 2. Year one costs, and subsequent annual costs
 - 2.1. What are the initial or year one costs including license/subscription fees, implementation fees, support/maintenance fees, “best practices” training costs, and any other items?
 - 2.2. What are the year two, three, and subsequent year’s annual costs? What goods and services are provided in such years?

3. Future Enhancements

- 3.1. Provide details or estimates on cost structure for any enhancements to basic functionality requested or anticipated expansion of the product in future years. Please describe the product roadmap via a white paper or other documentation or text. For example, do you typically release new versions of the software every 6 months, 9 months, 18 months, etc....
 - 3.1.1. Assuming UNM purchases your product in Spring semester 2014, where is that in the product cycle?
 - 3.1.2. Are updates provided at no additional cost as part of support and maintenance?
 - 3.1.3. Is UNM obligated to implement every update?
 - 3.1.4. How far back in terms of older versions of the software/service do you continue to provide support?

C. Experience, Qualifications, References (see Evaluation Criteria C)

1. 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 Offer or is qualified to perform the Scope of Work outlined in this RFP. We suggest providing details as follows:
 - 1.1. General background, experience and qualification of vendor.
 - 1.1.1. 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.
 - 1.1.2. 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.
 - 1.1.3. 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 Project Manager.
 - 1.2. 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.
 - 1.3. Please provide an overview of your company:
 - 1.3.1 Company Background
 - 1.3.1.1. Brief History
 - 1.3.1.2. Total number of clients
 - 1.3.2 Client Installations
 - 1.3.2.1 Full list of higher education clients (or at least the number of Higher Education clients)
 - 1.3.2.2 Number of enterprise-level higher education installations (best estimate)
 - 1.3.2.3 Number of Ellucian Banner 8.0 or higher clients
 - 1.3.2.4 Number of Blackboard Learn clients
 - 1.3.2.5 List three higher education references with contact information for institutions of similar size ($\geq 20,000$ enrollment) or complexity (multi-campus, research university, associate to PhD degrees) to UNM.
2. References. In its sole discretion, UNM may elect to check references. Please provide reference information as requested in VI. Section 57.

D. Implementation, Training, Documentation, and Implementation Timeline (Evaluation Criteria D). UNM seeks to implement its new solution as quickly as possible. If possible, Vendors should be prepared to complete implementation on or before March 1, 2013.

1. Implementation

- 1.1. Please describe a typical implementation process for your product including an estimated timeline.
- 1.2. What UNM personnel resources are required for implementation?
 - 1.2.1. What is required of technical resources or support from UNM for implementation?
 - 1.2.2. What is required of UNMs administrative personnel for implementation?
- 1.3. Is the Offer or able to sign non-disclosure agreements for potentially sensitive data such as Student, Faculty, Employee data?
- 1.4. Please provide a high-level project plan with milestones related to the implementation process plan, dates to be determined with UNM post award
- 1.5. Define third-party applications (i.e., Java) requirements; define methods used to maintain application at latest security release/patch level
- 1.6. Describe experience migrating data from current database to your database.
 - 1.6.1. Describe data that can be migrated
 - 1.6.2. Describe data that cannot be migrated
- 1.7. Please describe your plan and/or procedures for backing up data? What is your time frame for recovering from your backup solution?

2. Customer Training

- 2.1. What are the costs for training?
- 2.2. Provide an overview of the initial training plan (time, location, material covered, etc.)
- 2.3. Provide a list of training topics/courses available for the software and a brief synopsis of each.
- 2.4. Please list any additional training that is available and the associated costs.
- 2.5. Please describe your annual user's conference, users groups, blogs, etc.
- 2.6. Do you provide any online, video, or tutorial type training resources that can be used to train new users on demand?

3. Documentation

- 3.1. How is training and other documentation distributed?
- 3.2. Provide a list of documentation provided with the product.
- 3.3. Can any of the provided documentation be made available to the University users via the Web?
- 3.4. Does your documentation's copyright allow for publication and or use of content in training and online material for support purposes?

E. Vendor Interview/Demo (Evaluation Criteria 5)

1. Although it is not anticipated at this time, if requested by UNM, vendor shall be required to provide a demo or engage in an interview. At that time, UNM will advise the vendor of the subject matter of the demo. In addition, UNM requests that vendors, in their proposal, describe whether a "sandbox" type test product would be available for a trial period.

SECTION III EVALUATION CRITERIA

1. 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.
2. If UNM determines that it WILL NOT conduct vendor interviews/demos, it will score all responsive vendors on criteria A-D below. UNM may award as set forth above, based on the initial evaluation of Criteria A-D.
3. If UNM determines that it WILL conduct vendor interviews/demos, it will score all responsive vendors deemed as “finalists” on criteria A-E below, and in its sole discretion, select the Vendor(s) whose Proposal is most advantageous to UNM to participate in vendor interviews/demos. Following the Vendor interviews/demos, and based on information obtained during the interview/demo and reference checks, UNM may rescore criteria A-E and will perform final scoring of evaluation criteria 6 for those vendors who engaged in vendor interview/demo. UNM may award as set forth in paragraph 1 above, based on the final evaluation of Criteria A-E.
4. The number of vendors selected to participate in interviews or product & service demonstrations will be determined by UNM at 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.
5. If product demonstrations are required, UNM anticipates that they will be one-half day or less and will take place on the UNM campus or via online interactive session/WebEx. Additionally, UNM reserves the right to request references, which if requested will be scored as part of item 6 of the evaluation criteria.

ADDITIONAL INFORMATION

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

EVALUATION CRITERIA

The Offerors’ proposals will be evaluated and points will be given as shown below in the evaluation criteria.

1. A contract may be awarded based on the evaluation committee’s scoring of evaluation criteria.
2. Alternatively, a contract may be awarded based on the responsible Offeror(s) whose proposal represents the best value and is in the University’s best interest. If a contract is not awarded based on “best value and interest to UNM,” the evaluation committee will prepare a selection recommendation report for the Chief Procurement Officer or his/her designee recommending, in order of preference, up to three firms that are considered to be the most highly qualified. All firms on the most highly qualified selection recommendation report are considered “selected firms” with which the Chief Procurement Officer or his/her designee may negotiate. And, in such case, the final award decision shall be made by the Chief Procurement Officer or his/her designee. The selection authority will review the recommendations of the evaluation committee and shall, with the advice of appropriate technical and

staff representatives, make the final selection. If the firm selected for award is not the recommended as the most highly qualified by the evaluation committee, the selection authority shall provide for the contract file a written explanation of the reason for the award preference.

Evaluation Criteria		Possible Points
	INITIAL SCORING	
A.	Functionality: Products, Services, Performance, and Security. (Scope of Work Section A and SOW Overview).	50 points
B.	Total Cost: Start-up, Recurring, licensing models (Scope of Work Section B).	30 points
C.	Experience/Qualifications (Scope of Work Section C).	10 points
D.	Implementation, Training.... (Scope of Work Section D).	10 points
	Subtotals:	100 points max
	FINAL SCORING-IF INTERVIEWS REQUIRED	
E.	Vendor Interviews/demo	30 points
	Total	130 points max

If UNM elects to have one or more finalists provide interviews and/or demos references will be checked and scored only for those finalists. If UNM elects to not have interviews/demos, references will be checked for all proposals in UNM's sole discretion. Additionally, following interviews/demos, UNM reserves the right to rescore all initial scores for all finalists with respect to information obtained through the RFP process as well as references, demos and/or interviews.

RFP Schedule.

RFP Issued. September 25, 2013
 *Deadline for electronically submitted questions October 3, 2013 5PM MDT
 Anticipated Date for response to questions No deadline
 RFP responses (proposals) due by October 22, 2013 5PM MST

*Offerors' Questions Regarding the RFP. All questions including technical questions regarding the RFP must be submitted electronically and should be e-mailed to the UNM representative who is identified on the first page of this RFP. The response to the written questions and any modifications and/or clarifications will be placed on line under LoboSource, as an addendum and will become part of the RFP file. The questions and answers will not indicate any reference to the Offeror that submitted the questions(s). Offerors must provide a single point-of-contact in order to receive an official UNM response.

Negotiations. The University reserves the right to request an oral presentation and/or software/service demonstration after receipt of the proposals. The University also reserves the right to request a no-charge test installation of the software/service for evaluation. The negotiations and projected date of award may change due to the presentations.

Submission of Proposals. Proposals to be submitted on LoboSource located on the UNM Purchasing Department website: <http://www.unm.edu/~purch/lobosource.html>

If a physical location addresses is needed for submission of Proposal:

THE UNIVERSITY OF NEW MEXICO
PURCHASING DEPARTMENT (RFP# 1556-13)
1700 Lomas Boulevard NE
ALBUQUERQUE, New Mexico 87131-001

Submission of Offer/Proposal Format. It is suggested (not required) that Offerors organize proposals in the order as stated in this section. The submission of Offers/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 of the Offeror or of an officer/employee who certifies that he/she has the authority to make the Offer.
4. A statement of the Offeror, if awarded the contract, will comply with the contract Terms and Conditions as set forth in this RFP.
5. 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.)
6. Describe the experience and qualifications for the specific individuals who will provide the consulting services for the work.
7. 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.
8. 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).
9. Describe the client's conflict of interest policy relative to multiple client organizations.
10. 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.*)

EXHIBIT F

REQUEST FOR PROPOSAL (RFP) STANDARD TERMS AND CONDITIONS

The following General Terms and Conditions are an equal and integral part of this Request For Proposal (RFP). The terms, conditions and specifications contained in this RFP along with any attachments and the Offerors' response may be incorporated into any Purchase Order/ Agreement 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 Offerors' proposal may be incorporated into the Contract. Should an Offeror object to any of the UNM Standard Terms and Conditions the Offeror must propose specific alternative language that would be acceptable to UNM. General references to the Offerors' terms and conditions or attempts at complete substitutions are not acceptable to UNM and will result in disqualification of the Offerors' 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 the terms and conditions attached to this RFP must be stated in Offerors' 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 RFP response 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. ****ASSIGNMENT.** Any resultant Purchase Order/Agreement may be assignable by the University. Except as to any payment due hereunder, any resultant Purchase Order/Agreement shall not be assignable by Seller without written approval from the University.
3. ****INSTRUMENTALITIES:** Seller shall supply all equipment, tools, materials and supplies required for the performance of the designated tasks or requirements set forth in any resultant Purchase Order/Agreement or its attachments.
4. ****CHANGES.** The University may make changes within the general scope of any resultant Purchase Order/Agreement 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 a resultant Purchase Order/Agreement, 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/Agreement as changed hereunder.

5. 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 contractors' equipment excess materials and rubble.

6. **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.

7. DAMAGE AND SECURITY OF UNM PROPERTY. The proposer shall be responsible for all damage to persons or property that occurs as a result of proposer's fault or negligence, or that of any of his employees, agents and/or subcontractors. The proposer shall save and keep harmless UNM 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 proposer's operations shall be repaired and/or restored to their original condition at the proposer's expense, including but not limited to cleaning and painting.

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

9. **DISCOUNTS. If prompt payment discounts apply to any resultant Purchase Order/Agreement, any discount time will not begin until the materials, supplies, or services have been received and accepted and a correct invoice has been 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.

10. 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.

11. **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 a resultant Purchase Order/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.

12. **EQUIPMENT REQUIRED.** The proposer 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.

13. ****HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA).** The parties agree to enter into a mutually acceptable amendment to a resultant Purchase Order/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.

14. ****EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION.** In performing or providing the services and goods required under a resultant Purchase Order/Agreement, 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.

15. ****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.

16. ****GOVERNING LAW.** All resultant Purchase Order/Agreements shall be construed in accordance with the laws of the State of New Mexico as they pertain to Purchase Order/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.

17. ****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, sub-contractors 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 sub-contractors 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 a resultant Purchase Order/Agreement 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."

18. ****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 any resultant Purchase Order/Agreement. 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.

19. ****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 any resultant Purchase Order/Agreement. 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.

20. **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 this RFP

21. **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.

22. **MERGER.** The contract shall incorporate all the agreements, covenants, and understandings between the parties thereto concerning the subject matter thereof. No prior agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in the contract.

23. ****MINIMUM WAGE RATES AND PAYROLL SUBMITTALS.** Jobs with an estimate cost >\$60,000 done under this IFB 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.

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 to the appropriate oversight agency and UNM's Office of Capital Projects in accordance with 29 CFR 3.4. The Contractor shall certify that all payrolls submitted meet or exceed the applicable wage determination as shown in this IFB.

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 employee's 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

24. **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 UNM's authorized representative.

25. **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 UNM 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.

26. ****OTHER APPLICABLE LAWS.** Any provision required to be included in a resultant Purchase Order/Agreement by any applicable and valid executive order, federal, state or local law, ordinance, rule or regulation shall be deemed to be incorporated herein.

27. ****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.

28. ****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.

29. ****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.

30. ****PENALTIES.** The Procurement Code, Section 13-1-28 at 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.

31. **RETENTION OF RECORDS.** Contractor will maintain detailed records indicating the date, time and nature of services provided under the Agreement for a period of at least five years after termination of the

Agreement, and will allow access for inspection by the University of New Mexico, the Secretary for Health and Human Services, the Comptroller General and the Inspector General to such records for the purpose of verifying costs associated with provisions of services under the Agreement.

32. **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.

33. **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.

34. **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.

35. **WAIVER.** The Contract shall contain a provision that states that no waiver of any breach of the Contract or any terms or conditions thereof shall be held to be a waiver of any other or subsequent breach; nor shall any waiver be valid, alleged or binding unless the same shall be in writing and signed by the party to have granted the waiver.

36. **RELEASE UNM REGENTS.** The Contractor shall, upon final payment of the amount due under the contract release Regents of the University of New Mexico, their officers and employees and the State of New Mexico from liabilities, claims and obligations whatsoever arising from the contract. The Contractor agrees not to purport to bind the University of New Mexico or the State of New Mexico to any obligation not assumed in the contract by the Regents of the University of New Mexico or the State of New Mexico unless the Contractor has express, written authority to do so, and then only within the strict limits of that authority.

37. ****TERMINATION AND DELAYS.** The University may by written notice stating the extent and effective date, terminate any resultant Purchase Order/Agreement 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 any resultant Purchase Order/Agreement provided compensation hereunder shall in no event exceed the total contracted 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 any resultant Purchase Order/Agreement in whole or in part for Seller's default if Seller refuses or fails to comply with the provisions of a resultant Purchase Order/Agreement 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 a resultant Purchase Order/Agreement as used in this paragraph, the word "Seller" includes Seller and Seller's sub-suppliers at any tier.

38. ****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/Agreement is subject to termination for failure to deliver on time.

39. ****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 any resultant Purchase Order/Agreement.

40. ****WARRANTIES.** Seller warrants the goods and/or services furnished to be exactly as specified in any resultant Purchase Order/Agreement, 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.

41. ****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.

42. ****WORKMANSHIP/COOPERATION.** All work shall be done in a neat, workman-like manner using acceptable equipment and methods consistent with that level of care and skill ordinarily exercised by members of the profession/trade and in accordance with sound professional/trade standards and ethical practice. The Seller will cooperate with the University and other contractors and coordinate their work involving other contractors through the University's authorized representative.

43. **PUBLIC WORKS PERFORMANCE AND PAYMENT BONDS.** Not applicable.

44. ****PURCHASE ORDER/AGREEMENT.** Any resultant Purchase Order/Agreement shall be the sole and entire Purchase Order/Agreement between the parties; any documents incorporated into the Purchase Order/Agreement are listed explicitly on the front side of the Purchase Order/Agreement, or are incorporated by implication by the terms of any resultant Purchase Order/Agreement. Any terms inconsistent with or in addition to any resultant Purchase Order/Agreement proposed by Seller are deemed rejected unless agreed to in writing by an appropriate University official.

45. ****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 Purchase Order/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 Purchase Order/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 Purchase Order/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 Purchase Order/Agreement. Within such 30 day 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 Purchase Order/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 Purchase Order/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 Purchase Order/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."

46. ****PROTECTION OF CONFIDENTIAL DATA.** Service Provider agrees to abide by the limitations on re-disclosure of personally identifiable information from education records set forth in The Family Educational Rights and Privacy Act (34 CFR § 99.33 (a)(2) and with the terms set forth below. 34 CFR 99.33 (a)(2) states

that the officers, employees and agents of a party that receives education record information from the Institution may use the information, but only for the purposes for which the disclosure was made.

Definition: Covered data and information (CDI) includes paper and electronic student education record information supplied by Institution, as well as any data provided by Institution's students to the Service Provider.

Acknowledgment of Access to CDI: Service Provider acknowledges that the Purchase Order/Agreement allows the Service Provider access to CDI.

Prohibition on Unauthorized Use or Disclosure of CDI: Service Provider agrees to hold CDI in strict confidence. Service Provider shall not use or disclose CDI received from or on behalf of Institution (or its students) except as permitted or required by the Purchase Order/Agreement, as required by law, or as otherwise authorized in writing by Institution. Service Provider agrees not to use CDI for any purpose other than the purpose for which the disclosure was made. If the Family Policy Compliance Office of the U.S. Department of Education determines that the Service Provider improperly disclosed personally identifiable information obtained from Institution's education records, Institution may not allow the Service Provider access to education records for at least five years.

Return or Destruction of CDI: upon termination, cancellation, expiration or other conclusion of the Purchase Order/Agreement. Service Provider shall return all CDI to Institution or, if return is not feasible, destroy any and all CDI. If the Service Provider destroys the information, the Service Provider shall provide Institution with a certificate confirming the date of destruction of the data.

Maintenance of the Security of Electronic Information: Service Provider shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted CDI received from, or on behalf of Institution or its students. These measures will be extended by contract to all sub-contractors used by Service Provider.

Reporting of Unauthorized Disclosures or Misuse of Covered Data and Information: Service Provider shall, within one day of discovery, report to Institution any use or disclosure of CDI not authorized by this Purchase Order/Agreement or in writing by Institution. Service Provider's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the CDI used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Service Provider has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Service Provider has taken or shall take to prevent future similar unauthorized use or disclosure. Service Provider shall provide such other information, including a written report, as reasonably requested by Institution.

Indemnity: Service Provider shall defend and hold Institution harmless from all claims, liabilities, damages, or judgments involving a third party, including Institution's costs and attorney fees, which arise as a result of Service Provider's failure to meet any of its obligations under this Purchase Order/Agreement. *Note:* Inclusion of data by students into the terms of the contract will depend upon the contract and may not be needed.

47. 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 UNM promptly will be basis for determining the Seller responsibility in an otherwise excusable delay.

48. **FOREIGN PAYMENTS. Payment for services performed by a foreign individual or a foreign corporation while in the US may be subject to 30% tax withholding per IRS Publication 515.

49. **OWNERSHIP OF DOCUMENTS. All documents which are prepared by the Seller or any member of the consulting team that form a part of its services under a resultant Purchase Order//Agreement are the sole property of the University of New Mexico and such works may not be reproduced nor distributed without the express written consent of the University of New Mexico and shall be delivered to UNM upon termination and or completion of this Purchase Order/Agreement if UNM so requests. The Seller shall be responsible for the protection and/or replacement of any original documents in its possession. UNM shall receive all original drawings and the Seller shall retain a reproducible copy.

Work Made for Hire - For the consideration payable under a resultant Purchase Order/Agreement, the work product required by the Purchase Order/Agreement shall be considered a work made for hire within the meaning of that term under the copyright laws of the United States, applicable common law and corresponding laws of other countries. UNM shall have the sole right and authority to seek statutory copyright protection and to enjoy the benefits of ownership of the work. The party performing the work hereby assigns all rights, title and interest in and to the work to UNM and shall require all members of the consulting team to agree in writing that they assign all right, title and interest in work product required by the Purchase Order/Agreement to UNM.

Inventions. For the consideration payable under a resultant Purchase Order/Agreement, the Seller agrees to report any invention arising out of the Work required by the Purchase Order/Agreement to UNM. UNM shall have sole right and authority to seek statutory patent protection under United States and foreign patent laws and to enjoy the benefits of ownership of the invention, whether or not the invention was required of the Seller or member of the consulting team as part of the performance of Work. The Seller hereby assigns all right, title and interest in and to inventions made in the course of the Work to UNM and agrees to execute and deliver all documents and do any and all things necessary and proper to effect such assignment. Seller shall require all members of the Consulting Team to agree in writing that they will execute and deliver all documents and do any and all things necessary and proper to effect assignment of inventions arising out of the Work required by the Purchase Order/Agreement to UNM.

Survival of Provision. This provision shall survive expiration and termination of the Purchase Order/Agreement.

50. **TAX SEGREGATION (CONSTRUCTION RELATED PROJECTS). In the performance of construction related services under this solicitation, the Seller agrees to work with and cooperate with the University's Tax Cost Segregation Consultant. The University's tax cost segregation consultant will be responsible for coordination, oversight and analysis of the effective application of New Mexico Gross Receipts Tax for each general Offeror involved with the construction projects at UNM. Such services of the segregation consultant will be performed in accordance with New Mexico Statutes and relative regulations governing the application of New Mexico gross receipts tax to tangible personal property acquisition made by UNM for various construction projects.

51. **ECCN REPORTING REQUIREMENT. Seller acknowledges that providing goods and services under any resultant Purchase Order/Agreement is subject to compliance with all applicable United States laws,

regulations, or orders, including those that may relate to the export of technical data or equipment, such as International Traffic in Arms Regulations ("ITAR") and/or Export Administration Act/Regulations ("EAR"). Seller agrees to comply with all such laws, regulations and orders as currently in effect or hereafter amended. Seller shall not disclose any export-controlled information, or provide any export-controlled equipment or materials to UNM without prior written notice. In the event that UNM agrees to receive such export-controlled information, equipment or materials, Seller shall: (i) include the Export Control Classification Number (ECCN) on the packing documentation, and, (ii) send an electronic copy of the ECCN number and packing documentation to: ECCN@UNM.EDU.