

Southern Utah University



Request for Proposals (RFP)

Project: Assessment Management Software System

Date of Release January 25, 2012

RFP # AMSS- 12-1414

Due Feb 22, 2012 p.m. MST

1) Introduction:

Southern Utah University is accepting proposals from qualified sources to select a firm to provide a software system to support assessment management. The proposal shall include the options for locally hosting the system or using vendor hosting. The system is expected to help support academic and non-academic outcomes assessment, planning, program reviews, and accreditation processes of SUU. **Sealed proposals** are to be received in the Southern Utah University Purchasing Office, attn. Pete Heilgeist, 351 W. University Blvd., Cedar City, Utah, 84720, no later than 4:00 pm, February 22, 2012, and at which time a representative of the Purchasing Office will announce publicly the names of the firms submitting proposals. No other public disclosure will be made until after award of the contract.

All inquiries for information, unless otherwise specified, regarding this proposal shall be directed to:

Pete Heilgeist
Purchasing Director
Southern Utah University
351 W. University Blvd.
Cedar City, Utah 84720
(435) 586-7732

Technical Contact
Bill Byrnes
Associate Provost/Dean of Graduate Studies
Southern Utah University
351 W. University Blvd
Cedar City, Utah 84720
(435) 586-7703

INTENT - The intent of this RFP is to find a comprehensive software solution to a wide range of institutional effectiveness and assessment initiatives. The RFP should be submitted with the option of either SUU hosting the software or having the software hosted by the vendor. In either case, this system must be compatible with the University's technology infrastructure.

The information provided herein is intended to assist proposers in the preparation of proposals necessary to properly respond to this RFP. The RFP is designed to provide interested proposers with sufficient basic information to submit proposals meeting minimum requirements, but is not intended to limit a proposal's content or exclude any relevant or essential data there from.

Proposers are at liberty and are encouraged to expand upon the specifications to evidence service capability under any agreement.

2) **Instructions to Proposers:**

- 2.1 Proposals must be addressed and delivered to the Purchasing Office, Southern Utah University, 351 W. University Blvd, Cedar City, Utah, 84720, on or before February 22, 2012 4:00 pm. Proposals must be in a sealed envelope marked:
- a. Name of Proposer
 - b. Title of Proposer
 - c. RFP Number
 - d. Date and Time Proposal is Due.
- 2.2 **Proposals must be submitted in Six (6) copies (unless otherwise specified within this RFP)**
- 2.3 Proposers may withdraw proposals at any time prior to the time and date set for the opening.
- 2.4 No department or office at the University has the authority to solicit official proposals other than the Purchasing Office. All solicitation is performed under direct supervision of the Purchasing Director and in complete accordance with University Policy and Procedures.
- 2.5 The University reserves the right to conduct discussions with proposers, and to accept revisions of proposals, and to negotiate price changes. The University will not disclose any information derived from proposals submitted or from discussions with other proposers until after an award of this request has been made.
- 2.6 Proposers submitting proposals which meet the selection criteria and which are deemed to be advantageous to the University may be requested to give an oral presentation to a selection committee.
- 2.7 Award shall be made to the responsible proposer whose proposal is determined to be the most advantageous to the University taking into consideration the evaluation factors set forth in this solicitation. Pricing, although a consideration, shall not be the sole determining factor.
- 2.8 Any information considered to be proprietary by the proposer shall be placed in a separate envelope and marked "Proprietary Information". To the extent the Purchasing Director concurs, this information will not be considered public information. The Purchasing Director is the final authority as to the extent of material which is considered confidential. Pricing information cannot be considered confidential. This RFP project and subsequent agreement, shall comply with the State of Utah GRAMA statutes.
- 2.9 Proposals must be submitted in the format shown in Paragraph 7. Proposals in any other form will be considered informal and may be rejected. Conditional proposals will not be considered. All proposals must be signed by an individual authorized to extend a formal proposal. Proposals that are not signed may be rejected.
- 2.10 The University reserves the right to reject any or all proposals or any part thereof, or to

accept any proposal, or to withhold the award and to waive or decline any irregularities in any proposal when it determines that it is in the best interest to do so. The University also reserves the right to accept a proposal not withdrawn before the scheduled proposal opening date.

- 2.11 If applicable, any manufacturer's names, trade names, brand names or catalog numbers used in the specifications are for the purpose of describing and/or establishing the quality, design and performance required. Any such reference is not intended to limit or restrict an offer by any proposer but is only enumerated in order to advise potential proposers of the requirements of the University. Any offer which proposes like quality, design or performance will be considered.
- 2.12 Any person, firm, corporation or association submitting a proposal shall be deemed to have read and understood all the terms, conditions and requirements in the specifications/scope of work.
- 2.13 All requests for clarification or interpretation, or to notify the University of errors or omissions relating to this RFP must be directed, in writing, to the contact person listed in Paragraph 1.
- 2.14 This will be a multi-step RFP process. All proposals received will be evaluated by committee using the criteria stated herein; from this effort, finalist shall be selected who will then be contacted to proceed to the second step (presentation). From this and the information provided within the proposal, a firm shall be selected.

3) **Scope of Work:**

See ATTACHMENT I

4) **Proposer Qualifications:**

In addition to the requirements of the enclosed Proposal Certification Form, the following information shall be included in a proposal:

- 4.1 The proposer shall present evidence that the firm or its officers have been engaged for at least the past five (5) years in providing and supporting assessment and accreditation software solutions in higher education. Additionally, Proposals must include financial information addressing the firm's stability; its short and long-term goals, and the company's mission statement.

- 4.2 Proposals must include references and testimonials from other clients receiving similar services
- 4.3 In-depth knowledge of learning outcomes and assessment systems in higher education.

5) **Proposal Evaluation:**

The following evaluation criteria categories, not necessarily listed in order of significance, will be used to evaluate proposals. The evaluation criteria categories may be used to develop more detailed evaluation criteria to be used in the evaluation process.

- 5.1 Functionality and ease of use
- 5.2 Cost of proposed solution
- 5.3 Customer service, technical support, training, and documentation
- 5.4 Experience and references

6) **Consideration of Proposals:**

The University may award a contract based on the initial proposals received, without discussion of such proposals. Accordingly, each initial proposal should be submitted with the most favorable price and service standpoint. The University reserves the right to reject any or all proposals received.

Selection of the firm will be made solely on the evaluation of the entire proposal. The quality and commitment of the firm to the University and their proposal may and will exceed cost with regards to importance in the final analysis. The final selection will be determined as to those firms and proposals which best meet the needs of the University and the bookstore.

7) **Form of the Proposal:**

The proposal will include the following information, unless otherwise directed, in the order specified. If the proposer fails to provide the following information, with the exception of the mandatory proposal certification, the university may, at its sole option, request the proposer to provide the missing or to evaluate the proposal without the missing information.

- 7.1 Mandatory proposal certification – see page 9.
- 7.2 *Letter of Transmittal*: The letter of transmittal should include an introduction of the

proposers company, the name, address and telephone number of the person to be contacted along with others who are authorized to represent the company in dealing with this RFP and an expression of the proposers ability and desire to meet the requirements of this RFP.

- 7.3 *Executive Summary:* An executive summary briefly describes the proposers approach to the proposal and clearly indicates any options or alternatives. It should also indicate any major requirements that cannot be met by the proposer. This summary should also highlight the major features of the proposal and identify any supporting information deemed pertinent.
- 7.4 A description of special resources, skills or services the proposer possesses and which are not addressed as part of this RFP that would be available as part of an agreement with the successful proposer.
- 7.5 *Fee/Cost Schedule:* This fee schedule should be enclosed in a separate sealed envelope marked "Fee/Cost Schedule". Must include all fees and any financial considerations associated with the proposed system.
- 7.6 Additional information and attachments, if any.

8) **Proprietary Information:**

Proposers are requested to mark any specific information contained in their proposal which is not to be disclosed to the public or used for purposes other than the evaluation of proposals. Pricing and service elements of the successful proposal will not be considered proprietary. All materials become the property of the Southern Utah University Purchasing Office and may returned only at the University's option. Proposals submitted may be reviewed and evaluated by any person at the discretion of the University.

9) **Additional Terms and Conditions:**

- 9.1. *Governing Law:* The provisions of this RFP and resulting contract shall be governed by the laws of the State of Utah.
- 9.2 *Laws and Regulations:* Any and all supplies, services, and equipment furnished will comply fully with all applicable Federal and State laws and regulations.
- 9.3 *Conflict of Interest:* Contractor represents that none of its officers or employees are officers or employees of Southern Utah University, unless disclosure has been made in accordance with University policy and Utah code (see Certification).

- 9.4 Independent Contractor: The Contractor, if applicable, shall be an independent contractor, and such as, shall have no authorization, express or implied, to bind Southern Utah University to any agreements, settlements, liability, or understanding, and agrees not to perform any acts as agent for Southern Utah University, except as expressly set forth. Compensation stated herein shall be the total amount payable to the Contractor by Southern Utah University. The Contractor shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from Southern Utah University for these contracted services.
- 9.5 Indemnification: To the fullest extent permitted by law, Seller shall indemnify and hold harmless SUU from and against every kind and character claims, damages, losses, and expenses, including but not limited to reasonable attorney's fee's, to the extent caused by any neglect or wrongful act, error, or omission by Seller.
- 9.6 Separability Clause: A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless provisions are mutually dependent.
- 9.7 Modifications: This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the parties hereto, and attached to the original signed copy of the contract.
- 9.8 Debarment: The Contractor certifies that either it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract, by any Utah government department or agency (see Certification)
- 9.9 Termination: Unless otherwise stated, the resulting agreement may be terminated, with cause, by either party, in advance of the specified termination date, upon written notice being given to the other party. The other party will be given ten (10) days after notification to address and correct any violations or concerns, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon ninety (90) days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
- 9.10 Sales Tax Exemption: Southern Utah University is exempt from any sales and use tax. The tangible personal property or services being purchased are being paid from State of Utah funds and used in the exercise of this entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of Southern Utah University, unless otherwise stated in the contract.

- 9.11 Warranty: The Contractor agrees to warrant and assume responsibilities for all products and services that it licenses, contracts, or sells to the Southern Utah University under this contract for a period of one (1) year, unless otherwise specified and mutually agreed upon elsewhere in the contract.
- 9.12 Claims and Disputes: Any and all claims by or disputes between the parties arising out of or related to this contract, the parties' performance hereunder, or the parties' relationship as created by this contract, shall be processed in accordance as per the following. The party seeking relief shall serve a written Notice of Claim upon the other party as herein required within thirty (30) days of the date that the claimant is aware of, or should have been aware of, such claim. The Notice of Claim shall set forth in reasonable detail the nature of and basis for the claim and the nature and amount, if applicable, of the damages or other relief sought. The party receiving a Notice of Claim shall, within thirty (30) days of receipt of said Notice, serve upon the other party acceptance, denial, or a written Notice of Counterclaim, if any, setting forth in reasonable detail the nature of and basis for the claim and the nature and amount, if applicable, of the damages or other relief sought. In the event a Notice of Counterclaim is presented, the party receiving shall respond within thirty (30) days supplying such pertinent information as detailed above. If a remedy cannot be mutually agreeable, further mediation may be requested from either party.
- 9.13 Proprietary Information: When proprietary information is disclosed by one party to the other in writing and is clearly marked as proprietary, the receiving party agrees that such information shall be maintained in confidence for a period of two (2) years from the execution date of the resulting contract. The parties shall not be held liable for disclosures made inadvertently or by mistake, providing the parties exercise the same standard of care to protect the information received as they protect their own proprietary information. All proprietary information and all copies thereof shall be returned to the disclosing party upon written request, except that a record copy may be retained by the receiving party to document its obligations under this contract. Provisions of the State of Utah GRAMA code regarding proprietary information and public information, in certain circumstances, shall supersede certain SUU/Seller rights as stated within this contract. Either party shall notify the other party in writing of any GRAMA request.
- 9.14 Non-Appropriation of Funds - Proposer acknowledges that the University cannot contract for the payment of funds not yet appropriated by the State of Utah Legislature. If funding is reduced to the University due to an order by a governing legislative body, the Governor, or is required by State statute, or if federal funding is not provided, the University may terminate a resulting agreement or proportionately reduce the services and purchase obligations and the amount due from the University upon thirty (30) days written notice. In the case that funds are not appropriated or are reduced, the University will reimburse

the contractor for products delivered or services performed through the date of cancellation and the University will not be liable for any future commitments, penalties, or liquidated damages.

10 Time Line for Implementation

RFP Release	January 15, 2012
Proposals Due	February 22, 2012
Presentations (See Section 2.14)	TBD
Contract Award	April 2, 2012 or sooner
Full Implementation	May 1, 2012

Mandatory Proposal Certification – please print and complete this page and include in proposal.

(date)

Purchasing Department
Southern Utah University
Cedar City, Utah 84720

The undersigned certifies that to the best of his/her knowledge: (check one)

- () There is no officer or employee of Southern Utah University who has, or whose relative has, a substantial interest in any contract award subsequent to this RFP.
- () The names of any and all public officers or employees of Southern Utah University who have, or whose relative has, a substantial interest in any contract award subsequent to this RFP are identified by name as part of this submittal.

The undersigned further certifies that their company (check one) ___ IS or ___ IS NOT currently debarred , suspended, or proposed for debarment by any federal or state entity. The undersigned agrees to notify the University of any change in this status, should one occur until such time as an award has been made.

In compliance with the RFP # _____ for _____ and after carefully reviewing all the terms, conditions and requirements contained therein, the undersigned agrees to furnish such goods / services in accordance with the specifications / scope of work as detailed in SECTION IV.

(company name)

(phone number)

(fax number)

(address)

(fed I.D. number)

(officer)

(title)

ATTACHMENT I

SUU Assessment Management System Requirements

The Southern Utah is requesting proposals for an assessment management system. All items listed in this RFP need to be included in the proposal. Paper and online (if available) documentation and user manuals are required with the system. Proposers (Respondents) should be prepared to demonstrate examples and simulations of processed applications.

Include the following in your proposal:

- A. Cost of support and licensing for locally hosted or vendor hosted system
- B. Cost of custom programming and support
- C. Cost benefits of a either hosted versus an cloud hosted system
- D. One-time and annual costs and fees (including training)
- E. Details of the integration processes to Banner

General Requirements

Each Proposal must include information that clearly indicates that Proposer meets each of the following minimum qualification requirements:

- 1. Customizable labeling to align with SUU assessment model
- 2. Web browser independent.
- 3. Will be configurable to support accreditation, program outcomes, and campus assessment rubrics used by SUU with feature flexibility, which allows participant groups, e.g., departments, to implement and utilize configurable subsets of system features depending on needs and organizational maturity.
- 4. Offers straightforward editing function (copy sections, delete sections, sorting) for all sections
- 5. Presents simple and intuitive navigation
- 6. Can print directly from system

- 7 Can track changes over time (year to year)
- 8 Provides a clear visual display to indicate progress or activity
- 9 Has a mechanism to report qualitative data
- 10 Can access/download raw data
- 11 Has an easy-to-update calendar with reminders for important deadlines
- 12 Can create different reports, e.g., assessment plans, Executive officer levels reports (i.e., by audience)
- 13 Includes function to upload and display graphs and tables
- 14 Has sign off approval capability (by chairs, deans, etc.)
- 15 Has text and visual reports
- 16 Has help desk built in for all users to access help about assessment issues
- 17 Includes a section to upload tools, e.g., rubrics, surveys
- 18 Can group, sort, and send emails for the collection of assessment and accreditation results data by the system, without necessarily requiring data suppliers to authenticate to the system other than using the direct URL link provided in the email message sent by the system.
- 19 FERPA and A.D.A. Compliant
- 20 Software must integrate with Active Directory, CAS, or LDAP for authentication.
- 21 Import and export data features
- 22 On-campus training and web training will be available
- 23 Clearly defined and detailed technical installation guide/support
- 24 Option to be locally hosted or hosted by vendor. If locally hosted, the vendor must supply a list of system requirements.

System Security Requirements

The system must include the following security measures:

1. Authentication: Active Directory, CAS, or LDAP integration is required. If hosted, a minimum of 128 bit SSL equivalent security required on all authentication traffic.
2. Access control: Support of a granular level of control, commensurate with the sensitivity of the data being handled
3. Directory support: LDAP or Active Directory
4. Financial transactions: PCI compliance required
5. Data handling:
 - a. Encryption in motion required
 - a. Encryption at rest option available, for all fields preferred (required for passwords – no clear text storage)
6. Logging: Ability to establish audit trails and accountability, and the ability to send those logs to a central logging server.

Hosted System Option

Please provide details regarding your option to host the proposed system on SUU's behalf, if any.

1. System Fault Tolerance
2. System Scalability
3. Service Level for Hosted Solutions
 - a. Uptime Guarantee & Recompense Threshold(s)
 - b. Business Continuity Strategy
 - c. Offline Processing & Synchronization Features
 - d. Mobile Device Support Options
 - e. Customizations in UI or special reports
4. Data Security
 - a. Audit controls for how our data is accessed
 - b. How our data is segregated from that of other clients
 - c. Processes for vulnerability assessments and remediation

Customer Service and Technical Support

Please provide details regarding your customer service and technical support services. These services should meet the following requirements.

- A. Vendor should supply information regarding their customer training, service and technical support services.

- B. All patches, upgrades, and fixes will be tested in a test environment before being installed in the production environment. Please provide details regarding the release of patches, upgrades, and fixes, including information regarding cost, and who is responsible for installing them.