

REQUEST FOR PROPOSAL (RFP)



RFP NO: 9297

TITLE: Project Management Software System

BUYER: Roderick M. Woolen

PHONE NO: (660) 543-4542

ISSUE DATE: 6/7/2010

SEALED PROPOSALS MUST BE RECEIVED NO LATER THAN:

DATE: Tuesday, June 29, 2010

TIME: 2:00PM Local Central Time

The buyer may assume that the offeror is not bidding if
PROPOSAL is not received by the date/time stated.

**RETURN SEALED PROPOSALS TO: UNIVERSITY OF CENTRAL MISSOURI
PROCUREMENT AND MATERIAL MANAGEMENT OFFICE
102 W. SOUTH STREET
WARRENSBURG, MISSOURI 64093**

PROJECT MANAGEMENT SOFTWARE SYSTEM

OFFERORS ARE REQUESTED TO SUBMIT THEIR PROPOSALS FOR A ONE-TIME PURCHASE OF PROJECT MANAGEMENT SOFTWARE IN ACCORDANCE WITH SPECIFICATIONS SET FORTH HEREIN. THE UNIVERSITY RETAINS THE RIGHT TO REJECT ANY AND ALL ITEMS DEEMED AS NOT ACCEPTABLE.

IMPORTANT:

- 1) Proposals may not be accepted if the proposal designation name and number is not on the outside of the envelope.**
- 2) Proposals must be prepared in accordance with Part Four Proposal Submission Information. Those proposals, which are not in compliance, may be deemed non-responsive.**
- 3) The last day for questions for this RFP is 10:00AM, CSDST, Tuesday, June 22, 2010.**
- 4) Expected announcement of award is during the week of August 23, 2010.**

Buyer of Record: Roderick M. Woolen

CONTENTS

UCM TERMS AND CONDITIONS.....	PAGE 3
PART ONE – GENERAL CONTRACTUAL REQUIREMENTS	PAGE 12
PART TWO – GENERAL INFORMATION	PAGE 18
PART THREE – FUNCTIONAL REQUIREMENTS	PAGE 21
PART FOUR – PROPOSAL SUBMISSION INFORMATION.....	PAGE 26
PRICING PAGE.....	PAGE 31
ATTACHMENT ONE – VENDOR NO TAX DUE CERTIFICATION.....	PAGE 32

END OF SECTION

UNIVERSITY OF CENTRAL MISSOURI
PROCUREMENT AND MATERIALS MANAGEMENT

TERMS AND CONDITIONS

REQUEST FOR PROPOSAL

1. TERMINOLOGY/DEFINITIONS

Whenever the following words and expressions appear in a Request for Proposal (RFP) document or any amendment thereto, the definition or meaning described below shall apply.

- a. **Amendment** means a written, official modification to a RFP or to a contract.
- b. **Attachment** applies to all forms which are included with a RFP to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- c. **Proposal Opening Date and Time** and similar expressions mean the exact deadline required by the RFP for the Physical receipt of sealed proposals in the Procurement and Materials Management.
- d. **Offeror** means the person or organization that responds to a RFP by submitting a proposal with prices to provide the equipment, supplies, and/or services as required in the RFP document.
- e. **Buyer** means the procurement staff member of the Procurement and Materials Management. The **Contact Person** as referenced herein is usually the Buyer.
- f. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- g. **Contractor** means a person or organization who is a successful offeror as a result of a RFP and who enters into a contract.
- h. **Exhibit** applies to forms which are included with a RFP for the offeror to complete and return with the sealed proposal prior to the specified opening date and time.
- i. **Request for Proposal (RFP)** means the solicitation document issued by the Procurement and Materials Management to potential offerors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.
- j. **May** means that a certain feature, component, or action is permissible, but not required.
- k. **Must** means that a certain feature, component, or action is a mandatory condition. Failure to provide or comply will result in a proposal being considered non-responsive.

- l. **Pricing Page(s)** applies to the form(s) on which the offeror must state the price(s) applicable to the equipment, supplies, and/or services required in the RFP. The pricing pages must be completed and returned by the offeror with the sealed proposal prior to the specified proposal opening date and time.
- m. **Shall** has the same meaning as the word **must**.
- n. **Should** means that a certain feature, component and/or action is desirable but not mandatory.

2. OPEN COMPETITION/REQUEST FOR PROPOSAL DOCUMENT

- a. It shall be the offeror's responsibility to ask questions, request changes or clarification, or otherwise advise the Procurement and Materials Management if language, specifications or requirements of a RFP appear ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source. Any and all communication from offerors regarding specifications, requirements, competitive procurement process, etc., must be directed to the buyer as indicated on the first page of the RFP. Such communication should be received at least seven calendar days prior to the official proposal opening date.

Every attempt shall be made to ensure that the offeror receives an adequate and prompt response. However, in order to maintain a fair and equitable procurement process, all offerors will be advised via the issuance of an amendment to the RFP, of any relevant or pertinent information related to the procurement. Therefore, offerors are advised that unless specified elsewhere in the RFP, questions received by the Procurement and Materials Management less than seven calendar days prior to the RFP opening date may not be answered.

- b. Offerors are cautioned that the only official position of the University is that position which is stated in writing and issued by the Procurement and Materials Management in the RFP or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- c. The Procurement and Materials Management monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among offerors, price-fixing by offerors, or any other anticompetitive conduct by offerors which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- d. The Procurement and Materials Management reserves the right to officially modify or cancel a RFP after issuance. Such a modification shall be identified as an amendment.

3. PREPARATION OF PROPOSALS

- a. Offerors **must** examine the entire RFP carefully. Failure to do so shall be at offeror's risk.
- b. Unless otherwise specifically stated in the RFP, all specifications and requirements constitute minimum requirements. All proposals must meet or exceed the stated specifications and requirements.
- c. Unless otherwise specifically stated in the RFP, any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for

informational purposes only and are not intended to limit competition. The offeror may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the proposal. In addition, the offeror shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Proposals which do not comply with the requirements and specifications are subject to rejection without clarification.

- d. Proposals lacking any written indication of intent to offer an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the RFP.
- e. All equipment and supplies offered in a proposal must be new and of current production and available for marketing by the manufacturer unless the RFP clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- f. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the RFP.
- g. Prices offered shall remain valid for 90 days from proposal opening unless otherwise indicated. If the proposal is accepted, prices shall be firm for the specified contract period.

4. SUBMISSION OF PROPOSALS

- a. A proposal submitted by an offeror must (1) be signed by a duly authorized representative of the offeror's organization, (2) contain all information required by the RFP, (3) be priced as required, (4) be sealed in an envelope or container, and (5) be mailed or hand-delivered (not faxed) to the Procurement and Materials Management and officially clocked in no later than the exact opening time and date specified in the RFP.
- b. The sealed envelope or container containing a proposal should be clearly marked on the outside with (1) the official RFP number and (2) the official opening date and time. Different proposals should not be placed in the same envelope, although copies of the same proposal may be placed in the same envelope.
- c. A proposal may only be modified or withdrawn by signed, written notice which has been received by the Procurement and Materials Management prior to the official opening date and time specified. A proposal may also be withdrawn or modified in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to withdraw or modify a proposal shall not be honored.

5. FACSIMILE DOCUMENTS

All responses to RFP's and amendments to RFP's including "no bid" responses and requests to modify a proposal, must be delivered to the Procurement and Materials Management in a sealed envelope or container. Submission by unsealed facsimile, telegram or telephone is not acceptable. However, sealed proposals containing faxed pages are acceptable. In addition, requests to withdraw proposals may be submitted by facsimile but must be received by the Procurement and Materials Management prior to the official opening date and time specified.

6. PROPOSAL OPENING

- a. Proposal openings are public on the opening date and at the opening time specified on the RFP document. Only the names of the offerors shall be read at the proposal opening. The contents of the proposals shall not be disclosed.
- b. It is the offeror's responsibility to ensure that the proposal is delivered by the official opening date and time to the Procurement and Materials Management.
- c. Proposals which are not received by the Procurement and Materials Management prior to the official opening date and time shall be considered late, regardless of the degree of lateness or the reason related thereto, including causes beyond the control of the offeror. Late proposals shall not be opened.

7. PREFERENCES

- a. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the state of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less.
- b. In accordance with Executive Order, contractors are encouraged to utilize minority and women-owned businesses in selecting subcontractors.

8. EVALUATION /AWARD

- a. Any clerical error, apparent on its face, may be corrected by the Procurement and Materials Management before contract award. Upon discovering an apparent clerical error, the buyer shall contact the offeror and request written clarification of the intended proposal. The correction shall be made in the notice of award. Examples of apparent clerical errors are (1) misplacement of decimal point; and (2) obvious mistake in designation of unit.
- b. Any pricing information submitted by an offeror but not reflected on the pricing page shall be subject to evaluation if deemed by the Procurement and Materials Management to be in the best interests of the University.
- c. Unless otherwise stated in the RFP, cash discounts for prompt payment of invoices shall not be considered in the evaluation of prices. However, such discounts are encouraged to motivate prompt payment.
- d. Awards shall be made to the offeror whose proposal (1) complies with all mandatory specifications and requirements of the RFP and (2) is the lowest and best proposal, considering price, responsibility of the offeror, and all other evaluation criteria specified in the RFP and any subsequent negotiations.
- e. In the event all offerors fail to meet the same mandatory requirements in a RFP, the Procurement and Materials Management reserves the right, at its sole discretion, to waive that requirement for all offerors and to proceed with the evaluation. In addition, the Procurement and Materials Management reserves the right to waive any minor irregularity or technicality found in any individual proposal.

- f. When evaluating a proposal, the University reserves the right to consider relevant information and fact, whether gained from a proposal, from an offeror, from offeror's references, or from any other source.
- g. Any information contained in the proposal package, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a proposal and the award of a contract.
- h. Negotiations may be conducted with those offerors who submit potentially acceptable proposals. Proposal revisions may be permitted for the purpose of obtaining best and final offers. In conducting negotiations, there shall be no disclosure of any information submitted by competing offerors.
- i. Any award of a contract shall be made by written notification from the Procurement and Materials Management to the successful offeror. The Procurement and Materials Management reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by the Procurement and Materials Management based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the University.
- j. Pursuant to Section 610.021 RSMo, proposals and related documents shall not be available for public review until after a contract is executed or all proposals are rejected.
- k. The Procurement and Materials Management reserves the right to request written clarification of any portion of the offeror's response in order to verify the intent of the offeror. The offeror is cautioned, however, that its response shall be subject to acceptance or rejection without further clarification.

9. CONTRACT/PURCHASE ORDER

- a. By submitting a proposal, the offeror agrees to furnish any and all equipment, supplies and/or services specified in the RFP, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the RFP and any amendments thereto, (2) the contractor's response (proposal) to the RFP including the contractor's best and final offer and (3) the Procurement and Materials Management's acceptance of the response (proposal) by "notice of award" (for ongoing provision of equipment, supplies, and/or services) or by "purchase order."
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and or/services, the contractor must receive a properly authorized purchase order.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accompanied by a formal contract amendment signed and approved by and between the duly authorized representatives of the contractor and the Procurement and Materials Management or by a purchase order change order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no

other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment/change order to the contract.

10. INVOICING AND PAYMENT

- a. The University does not pay state or federal taxes unless otherwise required under law or regulation. The University's Missouri sales tax exemption number 12496308.
- b. Each invoice submitted must reference the contract or purchase order number and must be itemized in accordance with items listed on the purchase order and/or contract. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the Procurement and Materials Management.
- d. Payment for all equipment, supplies, and/or services required shall be made in arrears. The University shall not make any advance deposits.
- e. The University assumes no obligation for equipment, supplies and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the University's rejection and shall be returned at the contractor's expense.

11. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

12. INSPECTION AND ACCEPTANCE

- a. No equipment, supplies, and/or services received by the University pursuant to a contract shall be deemed accepted until the University has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The University reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and specify a reasonable date by which replacements must be received.
- d. The University's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the University may have.

13. WARRANTY

- a. The contractor expressly warrants that all equipment, supplies and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the Procurement and Materials Management, (2) be fit and sufficient for the purpose expressed in the RFP, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the University's acceptance of or payment of said equipment, supplies and/or services.

14. APPLICABLE LAWS AND REGULATIONS

- a. The contract shall be construed according to the laws of the State of Missouri. The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the Procurement and Materials Management.
- c. The contractor must be registered and maintain good standing with the secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the RFP or resulting contract shall be in the Circuit Court of Johnson County, Missouri.

15. CONFLICT OF INTEREST

- a. Officials and employees of the University, its governing body, or any other public officials of the State of Missouri must comply with Sections 105.452 and 105.454 RSMo regarding conflict of interest.
- b. The contractor hereby covenants that at the time of the submission of the proposal the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

16. REMEDIES AND RIGHTS

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the University of any existing or future right and/or remedy available by law in the event of any claim by the University of the contractor's default or breach of contract.
- b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the University of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which

causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the University.

17. CANCELLATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the contractor, the Procurement and Materials Management may cancel the contract. At its sole discretion the Procurement and Materials Management may give the contractor an opportunity to cure the breach or to explain how the breach will be cured.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, the Procurement and Materials Management will issue a notice of cancellation terminating the contract immediately.
- c. If the Procurement and Materials Management cancels the contract for breach, the Procurement and Materials Management reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and charge the contractor for any additional costs incurred as a result.
- d. The contractor understands and agrees that funds required to fund the contract must be appropriated for each fiscal year included within the contract period (the University's fiscal year runs July 1 through June 30). The contract shall not be binding upon the University for any period in which funds have not been appropriated, and the University shall not be liable for any costs associated with termination caused by lack of appropriations.

18. COMMUNICATIONS AND NOTICES

Any written notice to the contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, or hand-carried and presented to an authorized employee of the contractor at the contractor's address as listed in the contract.

19. BANKRUPTCY OR INSOLVENCY

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the Procurement and Materials Management immediately.
- c. Upon learning of any such actions, the Procurement and Materials Management reserves the right at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

20. INVENTIONS, PATENTS AND COPYRIGHTS

The contractor shall defend, protect, and hold harmless the University, its officers, agents, and employees against all suits of law equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

21. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, the Procurement and Materials Management shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, removal from all offeror's lists issued by the Procurement and Materials Management until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

22. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

23. TITLES

Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.

termsandconditions (4/07)

PART ONE

GENERAL CONTRACTUAL REQUIREMENTS

1. CONTRACTUAL PERIOD:

- 1.1 The contract period shall be as stated on page one of the Request for Proposal (RFP). The contract shall not bind, nor purport to bind, the University for any contractual commitment in excess of the original contract period.

2. CONTRACT PRICE:

- 2.1 All prices shall be firm, fixed. The University shall not pay, nor be liable for, any other additional costs including, but not limited to taxes, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

3. APPLICABLE STATE LAWS:

- 3.1 The contract shall be construed according to the laws of the State of Missouri.

4. CONFLICT OF INTEREST:

- 4.1 No official or employee of the University or its governing body and no other public official of the State of Missouri who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the project covered by the contract shall voluntarily acquire any personal interest, directly or indirectly, in the contract or proposed contract.
- 4.2 The Contractor covenants that he/she presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services hereunder. The Contractor further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in the contract.

5. MINORITY AND WOMEN-OWNED BUSINESS PARTICIPATION

- 5.1 Executive order 05-30 directs the University to strengthen efforts to increase purchases to certified minority and women-owned businesses (MBE/WBE). All state agencies shall continue to make every feasible effort to target the percentage of goods and services procured from certified MBEs and WBEs to 10% and 5%, respectively. The targets may be met through the use of prime contractors, subcontractors, joint ventures, or other arrangements that afford meaningful opportunities for M/WBE participation. The Contractor shall therefore make a good faith effort to obtain MBE/WBE participation in any subcontracting activities. Businesses must meet the eligibility requirements outlined in 37.020 RSMo. MBE or WBE is defined as a business in which at least 51% of the ownership interest is held by minorities or women and the management and daily business operations are controlled by one or more of the minorities or women who own it. Minority is defined as belonging to one of the

following racial minority groups: African Americans, Native Americans, Hispanic Americans, Asian Americans or other similar racial groups.

- 5.2 In the event a MBE/WBE subcontractor is unable to satisfactorily perform, the Contractor shall make a good faith effort to replace the subcontractor with another MBE/WBE subcontractor. The Contractor must secure written approval from the Purchasing Office prior to the replacement of a MBE/WBE subcontractor. If the Contractor proposes replacement of a MBE/WBE subcontractor with a non-MBE/WBE, the Contractor must provide documentation of any and all efforts made to secure a MBE/WBE replacement. The Purchasing Office shall have sole discretion in determining if the actions taken by the Contractor constitute a good faith effort.

6. CONTRACT DOCUMENTS:

- 6.1 The contract between the University and the Contractor shall consist of: (1) the Request for Proposal (RFP) and any amendments there to, and (2) the Contractor's response to the Request for Proposal. The University reserves the right to clarify any contractual relationship in writing with the concurrence of the Contractor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the Contractor's response. In all other matters not affected by the written clarification, if any, the RFP shall govern. The offeror is cautioned that his/her response shall be subject to acceptance without further clarification.
- 6.2 To the extent that a provision of the contract is contrary to the Constitution or laws of this state or of the United States, the provision shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties.

7. AMENDMENTS TO CONTRACT:

- 7.1 No modification of any provision in the contract shall be made or construed to have been made unless such modification is mutually agreed to in writing by the Contractor and the University Procurement Office and incorporated in a written amendment to the contract approved by the University Procurement Office prior to the effective date of such modification.

8. ASSIGNMENTS:

- 8.1 The Contractor shall not transfer any interest in the contract, whether by assignment, merger, or otherwise, without the prior written consent of the University Procurement Office.

9. COMMUNICATIONS AND NOTICES:

- 9.1 Any written notice to the contractor shall be deemed sufficient when deposited in the United States mail, postage prepaid, and addressed to the contractor at his/her address as listed on the signature page of the contract or at such address as the contractor may have requested in writing, or by telegram when delivered to a telegraph office, fee prepaid, and addressed to the contractor at his/her address as listed on the signature page of the contract, and/or hand-carried and presented to an authorized employee of the contractor at his/her address as listed on the signature page of the contract.

10. INDEMNIFICATION

- 10.1 Each party shall be responsible for damages that result from its wrongful acts or omissions, or each respective party's employees, agents, and/or representatives due to neglect or wrongful acts or omissions occurring during or arising out of the performance of duties and obligations agreed to herein. By so agreeing, the University is not waiving its sovereign immunity as provided by RSMo. Section 537.600, nor is it waiving any of the protection afforded it as a quasi-public body of the State of Missouri. Rather, the University agrees to be responsible hereunder only to the extent that it would otherwise be liable under the provisions of RSMo. Section 537.600.
- 10.2 In the event of legal actions or claims arising out of this contract against the University, its Board of Governors, or its employees or agents, the University shall reserve the right to engage legal counsel and determine whether settlement or defense of litigation is appropriate. This section is not withstanding worker's compensation claims.
- 10.3 If allegations of wrongdoing are alleged against the University, the Board of Governors, or its employees which in fact are solely attributable to the Contractor or were solely the fault of the Contractor, the Contractor will indemnify and reimburse the University for all legal costs and expenses incurred by the University in extricating itself from the legal action or claim.

11. BANKRUPTCY OR INSOLVENCY:

- 11.1 Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Contractor must notify the University Procurement Office.
- 11.2 Upon learning of any such actions, the University Procurement Office reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the Contractor responsible for damages.

12. NON-DISCRIMINATION IN EMPLOYMENT:

- 12.1 In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:
- 12.1.1 A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- 12.1.2 The identification of a person designated to handle affirmative action;

12.1.3 The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;

12.1.4 The exclusion of discrimination from all collective bargaining agreements; and contracts.

12.1.5 Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

12.2 If discrimination by a contractor is found to exist, the university shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, removal from all offeror's lists until corrective action is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

13. AMERICANS WITH DISABILITIES ACT:

13.1 In connection with the furnishing of goods and services under the contract, the Contractor and Contractor's subcontractor shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

14. LIABILITIES:

14.1 The Contractor shall agree that the University shall not be responsible for any liability incurred by the Contractor or the Contractor's employees arising out of the ownership, selection, possession, leasing, rental, operation, control, use, maintenance, delivery, return, and/or installation of equipment provided by the Contractor, except as otherwise provided in the contract.

14.2 The Contractor shall be responsible for any and all injury or damage as a result of the Contractor's negligence involving any equipment or service provided under the terms and conditions of the contract. In addition to the liability imposed upon the Contractor on account of personal injury, bodily injury (including death), or property damage suffered as a result of the Contractor's negligence, the Contractor assumes the obligation to save the University, including its employees and assigns from every expense, liability, or payment arising out of such negligent act. The contractor also agrees to hold the University, including its employees and assigns, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the Contractor under the terms of the contract.

14.2.1 However, the Contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the University, including its agencies, employees, and assigns.

15. INSURANCE:

- 15.1 The Contractor shall understand and agree that the University cannot save and hold harmless and/or indemnify the Contractor or employees against any liability incurred or arising as a result of any activity of the Contractor or any activity of the Contractor's employees related to the Contractor's performance under the contract.
- 15.2 The Contractor shall maintain adequate liability insurance to protect the University, its agencies, its clients and the general public against any loss, damage and/or expense related to his/her performance under the contract. The insurance coverage shall include, but shall not necessarily be limited to, general liability, professional liability, etc. Written evidence of the insurance coverage shall be provided by the Contractor to the University. The evidence of insurance shall include, but shall not necessarily be limited to: effective dates of coverage, limits of liability, insurers' names, policy numbers, endorsement by representatives of the insurance company, etc. Evidence of self-insurance coverage or of another alternate risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable. The evidence of insurance coverage must be submitted before or upon award of the contract. In the event the insurance coverage is canceled, the University must be notified immediately.
- 15.3 Contractor will indemnify the University and Board of Governors and hold them harmless from any and all costs, claims, complaints or suits arising out of this service, including attorney fees, penalties and judgments.

16. CANCELLATION FOR BREACH:

- 16.1 The University may cancel the contract at any time for material breach of contractual obligations by providing the contractor with written notice of such cancellation. Prior to issuing such a notice, the University will, if appropriate, provide the contractor with an opportunity to cure the breach within 30 days after notification. Should the University exercise its right to cancel the contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the contractor.

17. FUNDING SHORTFALLS:

- 17.1 In the event that funds are not available for any of the remaining years after year one (1), the University will have the option to terminate the contract with sixty (60) days notice.

18. VENDOR NO TAX DUE CERTIFICATION:

- 18.1 The State of Missouri requires the University to have a Vendor No Tax Due Certificate on file before the final award letter is provided. The selected vendor for this contract

shall be in compliance with the state mandate. The procedure for obtaining this certificate is provided herein (attachment one).

END OF SECTION

PART TWO

GENERAL INFORMATION

1. BACKGROUND INFORMATION

1.1 The University

By this Request for Proposal (RFP), Information Services at the University of Central Missouri (UCM), Warrensburg, MO, is hereby requesting proposals for the award of the contract to provide a project management software system.

UCM is a comprehensive, public university located 50 miles southeast of Kansas City, Missouri. The former Central Missouri State University adopted the new name in September 2006, to achieve an expanded vision:

UCM aspires to be a nationally recognized, comprehensive university that delivers a world-class university education by providing a small-college learning environment coupled with large-university opportunities.

Founded in 1871, the University takes ongoing pride in providing a student-centered learning environment where tenured professors teach the majority of classes. The University boasts a 16:1 student-faculty ratio and an outstanding graduate job placement rate. UCM is well known for its culture of friendship and service that extends far outside its campus boundaries through 22 international exchange agreements.

UCM is fully accredited by the North Central Association of Colleges and Schools. With 150 programs and five academic colleges, UCM has achieved national recognition for many of its academic programs, including aviation, criminal justice, nursing, safety science and education and is a leader among Missouri's public universities in program-specific accreditation. UCM was recently named a Best Midwestern College by *The Princeton Review*, and was listed as one of America's Best Colleges by *U.S. News & World Report*.

In addition to outstanding academic programs, UCM offers a beautiful residential campus and a welcoming hometown for over 11,000 graduate and undergraduate students. UCM operates its own airport, two research farms, a \$30 million library, a 40,000 sq. ft. classroom and administrative facility in Lee's Summit Missouri, a public radio station, a PBS television station, and Pertle Springs, a 300-acre park that contains an 18-hole golf course, observatory, and nature center, among other facilities.

The University vision, mission and core values may be found online at:
<http://www.cmsu.edu/x320.xml>.

1.2 Introduction

The University of Central Missouri Information Services department needs the ability to simultaneously manage multiple projects of varying complexity in order to maximize the use of a finite resource pool that is not projected to increase in future budget years.

A fundamental component that is needed to improve the Information Services project management process is a fully functional Multi-Project Management (MPM)/Project Portfolio Management (PPM) application that will serve as a repository for project data and provide a robust resource management function.

This document contains the requirements for acquiring a vendor-supplied MPM/PPM application that will meet the purpose stated below.

1.3 Purpose

The purpose of this RFP is to enter into an agreement to procure a commercial-off-the-shelf (COTS) project management software system with either full implementation at UCM or hosted offsite. To acquire a vendor-supplied MPM/PPM application that is compatible with UCM's current equipment, technology, architecture, as well as:

- 1.3.1 Provide a single repository for maintaining project data on all projects in the Information Systems department.
- 1.3.2 Allow the Project Management Office (PMO) to become a project clearing-house that provides management with a clear view of the organization's projects in terms of:
 - a. Level of effort
 - b. Cost
 - c. Time to complete
 - d. Risk
 - e. Priority
 - f. Progress
 - g. Payback
- 1.3.3 Support the following PMO functions:
 - a. Cataloging of project requests
 - b. Assessment/approval of project requests (feasibility, risk, etc.)
 - c. Project prioritization
 - d. Project planning
 - e. Tracking project documents (feasibility reports, statements of work, project plans, etc.).
 - f. Maintaining a repository of project documents, resource pools and skills-matching tools.
 - g. Capturing and reporting on project progress, issues and changes.
 - h. Providing high-level multi-project/portfolio status reports and dashboards.
 - i. Post-implementation project audits (surveys, checklists, etc.).
 - j. Providing project performance reports/scorecards.

1.4 Intent

It is the University's intent to award this contract to one firm who will be responsible for providing a project management software system with the capabilities as outlined in Part Three, Functional Requirements, of this document.

END OF SECTION

PART THREE

FUNCTIONAL REQUIREMENTS

1. Data Management (please respond to each item in Part Three)

- 1.1. Ability to create, view, change, and delete projects and associated project data.
- 1.2. Ability to enter annotative comments and appending documents, images and links for project documentation.
- 1.3. Ability to accommodate a large number of projects (more than 100, less than 1000).
- 1.4. Ability to import/export data from existing systems and databases (e.g., planning, financial systems).
- 1.5. Ability to provide data completeness/error checks and data warnings.
- 1.6. Ability to allow multiple portfolios and portfolio hierarchies (parent-child links).
- 1.7. Ability to search, filter and sort project and portfolio data.
- 1.8. Ability to archive project and portfolio data.
- 1.9. Ability to conduct statistical analysis of historical data (e.g., trend analysis).
- 1.10. Ability to manipulate data (slice, dice and aggregate).
- 1.11. Ability to provide dashboard views plus ability to drill down.
- 1.12. Ability to allow users to configure/customize/format views, graphs, and reports.
- 1.13. Ability to provide document management (document storage, read, save-as, check-in, check-out, version control, history, etc.).
- 1.14. Ability to support multiple languages and currencies.

2. Security/User Management

- 2.1. Ability to accommodate a large number of users (more than 100, less than 1000).
- 2.2. Ability to provide controlled access and change privileges.
- 2.3. Ability to provide audit trail capability.

3. Prioritization/Portfolio Optimization

- 3.1. Ability to provide quantitative measure of project priority (not just project rank).
- 3.2. Ability to account for project urgency as well as cost and value when computing priorities.
- 3.3. Ability to display individual sources of project and portfolio value (e.g., financial, customer service, safety, etc.).
- 3.4. Ability to select project versions based on budget (e.g., lower-cost project version may be optimal under tighter budget constraint).
- 3.5. Ability to set performance goals/targets for a subset of portfolios.
- 3.6. Ability to conduct "sand box analysis" (local data entry/analysis prior to saving to central database).
- 3.7. Ability to provide real-time feedback to users on impact of project inputs.
- 3.8. Ability to prevent/minimize input "gaming".

4. Project Evaluation

- 4.1. Ability to provide project evaluation metrics.

- 4.2. Ability to support customizable/user-defined metrics.
- 4.3. Ability to address non-financial project benefits (e.g., impacts on corporate image, service quality, learning, safety, etc.).
- 4.4. Ability to capture and model alignment with strategy and/or strategic objectives.
- 4.5. Ability to quantify project value in dollar units (to allow direct comparison with project cost).
- 4.6. Ability to conduct value estimation based on comparing doing vs. not doing project (not doing project can produce negative value).
- 4.7. Ability to adjust project value based on risk and risk tolerance (risk-adjusted project value).
- 4.8. Ability to evaluate project choices (e.g., choice among alternative project versions, do a project now vs. do it next year).
- 4.9. Ability to account for project choice dependencies (e.g., project B may be selected only if project A is selected).
- 4.10. Ability to evaluate and optimize multi-year plans and scenarios.
- 4.11. Ability to conduct business case cash-flow analysis over project/asset life-cycle with summary metrics (e.g., NPV, IRR, payback period).

5. Risk Analysis/Management

- 5.1. Ability to support project risk assessment and risk mitigation planning.
- 5.2. Ability to quantify project risk.
- 5.3. Ability to quantify project deferral risk (risks if the project is not conducted).
- 5.4. Ability to evaluate risk-reward tradeoffs.

6. Project Planning

- 6.1. Ability to support work plan development (e.g., via templates).
- 6.2. Ability to control plan creation, modification and deletion.
- 6.3. Ability to provide plan storage.
- 6.4. Ability to provide project baseline tracking, version control, audit trail and plan history.
- 6.5. Ability to link multi-level project and task plans.
- 6.6. Ability to compute total project costs (e.g., via labor hours, rates, materials and other expenses).
- 6.7. Ability to define project-specific phases, gating processes and milestones.
- 6.8. Ability to support timing and scheduling (e.g., via Gantt charts and Pert charts).
- 6.9. Ability to support compliance-based processes (e.g., PMBOK, SDLC, ISO 9000, CMMI).

7. Workflow Management

- 7.1. Ability to support workflow management (generates individual task lists, reports status, routes action notifications, supports approvals, etc.).
- 7.2. Ability to provide template library for project process deliverables (feasibility report forms, statements of work, issues log, request forms, etc.).
- 7.3. Ability to add, modify and save templates.
- 7.4. Ability to provide meeting schedule with automated invites.
- 7.5. Ability to support issue tracking and management (e.g., issue definition, assigning to issue owners, converting issues to tasks).

- 7.6. Ability to provide change management (change reporting, approvals, change impact analysis).
- 7.7. Ability to provide analytics and project trade-offs for supporting task level decisions.
- 7.8. Ability to provide analytics/models for project performance assessment, benefits measurement, and value realization management.

8. Communication/Collaboration

- 8.1. Ability to support mass communication and notification (e.g., via a home page bulletin board, mass emails, etc.).
- 8.2. Ability to provide targeted communications and notifications (e.g., selective, rule-based notifications via email).
- 8.3. Ability to support real-time group communication (e.g., on-line chats, discussion forums, instant messaging).

9. Project Monitoring/Status Reporting

- 9.1. Ability to manually/auto load and selectively change project data (start/end dates, etc.).
- 9.2. Ability to capture, compute and report real-time actuals (e.g., costs, effort, schedule status)
- 9.3. Ability to aggregate cost, effort and schedule data across projects (e.g., Gantt data roll-up)
- 9.4. Ability to calculate performance ratios manually or automatically at specified points in time or at project milestones.
- 9.5. Ability to provide dashboard view of status of all projects with ability to drill down.
- 9.6. Ability to compute/display estimates of remaining work (hours to completion, percent of work completed, end-date forecasting, etc.)
- 9.7. Ability to provide comparison of actual vs. planned progress with variance analysis, alerts and rule-based notification.
- 9.8. Ability to provide project reporting/forecasting according to government contracting requirements (e.g., earned value analysis).
- 9.9. Ability to support risk monitoring and on-going multi-project risk management.
- 9.10. Ability to use project status and project forecasts to update financial budget forecasts.
- 9.11. Ability to capture and transmit project costs, expenses, commitments, etc., for accounting.
- 9.12. Ability to support payroll and billing (e.g., expense reporting).

10. Project Close Out/Knowledge Management

- 10.1. Ability to support verification of project deliverable acceptance criteria.
- 10.2. Ability to provide project outcome performance monitoring/reporting (e.g., project payback, benefits tracking)
- 10.3. Ability to support post-implementation reviews and lessons learned.
- 10.4. Ability to support project management knowledge database (data storage and mining).

11. Resource Management

- 11.1. Ability to capture all people resource categories and allow segmentation based on geography, organizational unit, resource pool, etc.

- 11.2. Ability to capture information for characterizing individual resources (e.g., skills, certifications, education, rates, interests).
- 11.3. Ability to provides dashboard view with drill down to individual resource availability (e.g., by time, skill, location, assignments).
- 11.4. Ability to track evolution and development of individual resources (e.g., experiences, skill growth).
- 11.5. Ability to include non-human resources (normal, consumable, perishable) for non-human resource management.
- 11.6. Ability to support resource queries (e.g., chargeable/non-chargeable hours).
- 11.7. Ability to provide automated, rule-based routing of updates regarding individual resources (e.g., change in availability, rate).
- 11.8. Ability to supports obtaining time-to-complete estimates directly from individuals (which may provide more accurate availability estimates).
- 11.9. Ability to specify resource demand categories (e.g., projects, organization units, applications).
- 11.10. Ability to support a formal resource request system (preparation of requests, aggregate views by demand categories and over time, etc.).
- 11.11. Ability to schedule requests based on priority, date, contribution or other criteria.
- 11.12. Ability to conduct statistical analysis of requests (e.g., trend analysis of request types, response times, escalations).
- 11.13. Ability to support top-down resource assignment (e.g., provides search and sort based on roll, skill, location).
- 11.14. Ability to support bottom-up resource assignment (e.g., by allowing individuals to review and select from availability assignments).
- 11.15. Ability to support time-phased resource booking to projects (by manually loading resource assignments).
- 11.16. Ability to support resource booking to organizational requests (for subsequent assignment to projects).
- 11.17. Ability to include operational and administrative resource assignment (in addition to project resource assignment).
- 11.18. Ability to provide automated resource assignment (based on availability and user defined criteria).
- 11.19. Ability to assign and schedule resources.
- 11.20. Ability to view resource assignments by individual and project.
- 11.21. Ability to manually change to resource assignments for individual projects after project initiation.
- 11.22. Ability to support approval processes for the assignment of resources.
- 11.23. Ability to synchronize availability schedules with personal calendars (to incorporate non-project commitments, planned absences).
- 11.24. Ability to support non-human resource allocation management.
- 11.25. Ability to summarize utilization levels by resource category and over time.
- 11.26. Ability to compare resource supply-demand by resource category and identify gaps, bottlenecks, and over-allocated resources.

12. Time Tracking

- 12.1. Ability to export project data to time sheet systems (e.g., ability to load time sheet with employee allocated activities).
- 12.2. Ability to provide employee time reporting.

13. User Assistance

- 13.1 Ability to provide online help (e.g., mouse roll-over, online help documentation, on-line tutorials).

END OF SECTION

PART FOUR

BID SUBMISSION INFORMATION

1. SUBMISSION OF BIDS:

- 1.1 Bids must be priced, signed, sealed, and returned (with all necessary attachments) to the Procurement Office by the bid receipt date and time specified on the first page of the RFP. Please see how the Pricing Page is submitted.
 - 1.1.1 Specifically, any form containing a signature line must be manually signed and returned as part of the bid.
 - 1.1.2 In addition to the original bid, the offeror should include five (5) copies of his/her bid. Grand total six (6), one (1) original plus five (5) copies.
- 1.2 The offeror must respond to this RFP by submitting all required data in order for the bid to be evaluated and considered for award. Failure to submit such data shall be deemed sufficient cause for disqualification of a bid from further consideration for award.
- 1.3 **The offeror shall submit the RFP document separately from the Pricing Page. The Pricing Page (Exhibit A) shall be submitted in its own sealed envelope.**
- 1.4 To facilitate the evaluation process, the offeror is encouraged to organize his/her offer into distinctive sections that correspond with the individual evaluation categories described in item 3, Evaluation Process.
- 1.5 **To facilitate evaluation of the offers, it is required that the proposals be organized to respond to each paragraph of the RFP, particularly, utilize the same numbering arrangement for each item in the Functional Requirements.**
- 1.6 The offeror shall address each paragraph and subparagraph in Part Three Functional Requirements with words such as “**agree**”, “**will comply**”, “**accept**” or “**understood**” to acknowledge that they have read that paragraph or subparagraph. Offerors that fail to address all the categories in the Functional Requirements may be considered as non-responsive.

2. CLARIFICATION OF REQUIREMENTS

- 2.1 Any and all questions regarding specifications, requirements, the competitive procurement process, etc. must be directed to the Buyer of Record as indicated on the first page of this RFP. Questions should be submitted in writing or may be faxed to the Buyer’s attention at 660-543-8345. Questions and or comments regarding this RFP shall be submitted not later than the date indicated on page one (1) of this RFP.
- 2.2 Offerors shall not contact any other employees of the University during the competitive procurement and evaluation processes.

- 2.3 The offeror is advised that the only official position of the University is that position which is stated in writing and issued by the Procurement Office as a Request for Proposal and any amendments thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.

3. EVALUATION PROCESS

- 3.1 After determining that an offer satisfies the mandatory requirements stated in the Request for Proposal, the comparative assessment of the relative benefits and deficiencies of the offer in relationship to the published evaluation criteria shall be made by using subjective judgment. The award of the contract resulting from this Request for Proposal shall be based on the lowest and best offer received in accordance with the evaluation criteria stated below:
- 3.1.1 Functional Requirements.....40 points
 - 3.1.2 Cost.....25 points
 - 3.1.3 Experience and Reliability..... 15 points
 - 3.1.4 Proposed Method of Installation..15 points
 - 3.1.5 MBE/WBE.....5 points
- 3.2 After an initial screening process, a technical question and answer conference or interview may be conducted, if deemed necessary by the University, to clarify or verify the offeror's offer and to develop a comprehensive assessment of the offer.
- 3.3 The University reserves the right to consider historic information and fact, whether gained from the offeror's offer, questions and answer conferences, references, or any other source, in the evaluation process.
- 3.4 The offeror is cautioned that it is the offeror's sole responsibility to submit information related to the evaluation categories and that the University is under no obligation to solicit such information if it is not included with the offer. Failure of the offeror to submit such information may cause an adverse impact on the evaluation of the offeror's offer.
- 3.5 In the event that only one offer is received in response to this Request for Proposal, the Procurement Office reserves the right to negotiate the terms and conditions, including the price, as proposed in the sole offeror's offer. In addition, as part of such negotiations, the Procurement Office reserves the right to require supporting cost, pricing and other data from the offeror in order to determine the reasonableness and acceptability of the offer.

4. CONTRACT AWARD

- 4.1 Any award of a contract resulting from this RFP will be made only by written authorization from the Procurement Office.
- 4.2 The University reserves the right to reject any and all offers received in response to this RFP and to waive any minor irregularity or informality.

5. COST

- 5.1 The offeror must provide price(s) for all requirements as set forth in Exhibit A, Pricing Page(s) of this Request for Proposal. PLEASE NOTE: The Pricing Page shall be placed in a separate sealed envelope clearly marked on the outside “PRICING PAGE EXHIBIT A”.
- 5.2 Any cost and/or pricing data submitted or related to the offeror’s offer including any cost and/or pricing data related to contractual extension options, whether required or voluntary, shall be subject to evaluation if deemed by the University to be in its best interests.
- 5.3 For evaluation purposes only, cost shall be based on the price(s) proposed by each offeror with the offeror with the lowest price(s) proposed receiving the maximum points and the remaining offerors prorated accordingly.

6. OFFEROR’S EXPERIENCE AND RELIABILITY

- 6.1 Experience and reliability of the offeror’s organization are considered in the evaluation process. **Therefore, the offeror is advised to submit the following information:**
 - 6.2.1 Capacity and capability to perform the work as outlined in the Functional Requirements. Also the types of services your firm is particularly qualified to perform.
 - 6.2.2 The principle in charge and the individual members of their project team and their specific qualifications and experience. These individuals shall be highly skilled and have a minimum of three (3) years experience implementing the proposed software.
 - 6.2.3 Contact persons in at least three (3) schools or institution of higher education or organizations who have employed your firm for projects of the nature and capacity as outlined in the Functional Requirements.
 - 6.2.4 The address from which your firm will be providing services for this RFP and a list of services your firm has completed for the University within the last five (5) years.
 - 6.2.5 Listing of affiliation(s) and or partnerships with MBE/WBE firms and projects for which an MBE/WBE firm was used as a partner or subcontractor.

7. PROPOSED METHOD OF INSTALLATION

- 7.1 Offers will be evaluated based on the offeror’s distinctive plan for performing the requirements of the RFP. The offeror should present a written narrative, which demonstrates the method or manner in which the offeror proposes to satisfy the requirements of the Functional Requirements. The language of the narrative should be

straightforward and limited to facts, solutions to problems, and plans of proposed action. The offeror should specifically address the following:

- 7.2.1 Who will be the primary service organization directly responsible for providing this service? Name, address and telephone number of contracting agency and a contact person who may be contacted for verification of all data submitted.
- 7.2.2 How the offeror will function as a single point of contact for the University, including for any subcontract arrangements. This includes responsibilities and liabilities of the offeror for all problems relating to the equipment and/or service provided under the contract.

8. FUNCTIONAL REQUIREMENTS

8.1 Proposal responses subjectively evaluated on the basis of:

- 8.1.1 Data Management
- 8.1.2 Security/User Management
- 8.1.3 Prioritization/Portfolio Optimization
- 8.1.4 Project Evaluation
- 8.1.5 Risk Analysis/Management
- 8.1.6 Project Planning
- 8.1.7 Workflow Management
- 8.1.8 Communication/Collaboration
- 8.1.9 Project Monitoring/Status Reporting
- 8.1.10 Project Close Out/Knowledge Management
- 8.1.11 Resource Management
- 8.1.12 Time Tracking
- 8.1.13 User Assistance

OFFER SUBMISSION INFORMATIONAL GRAPHIC

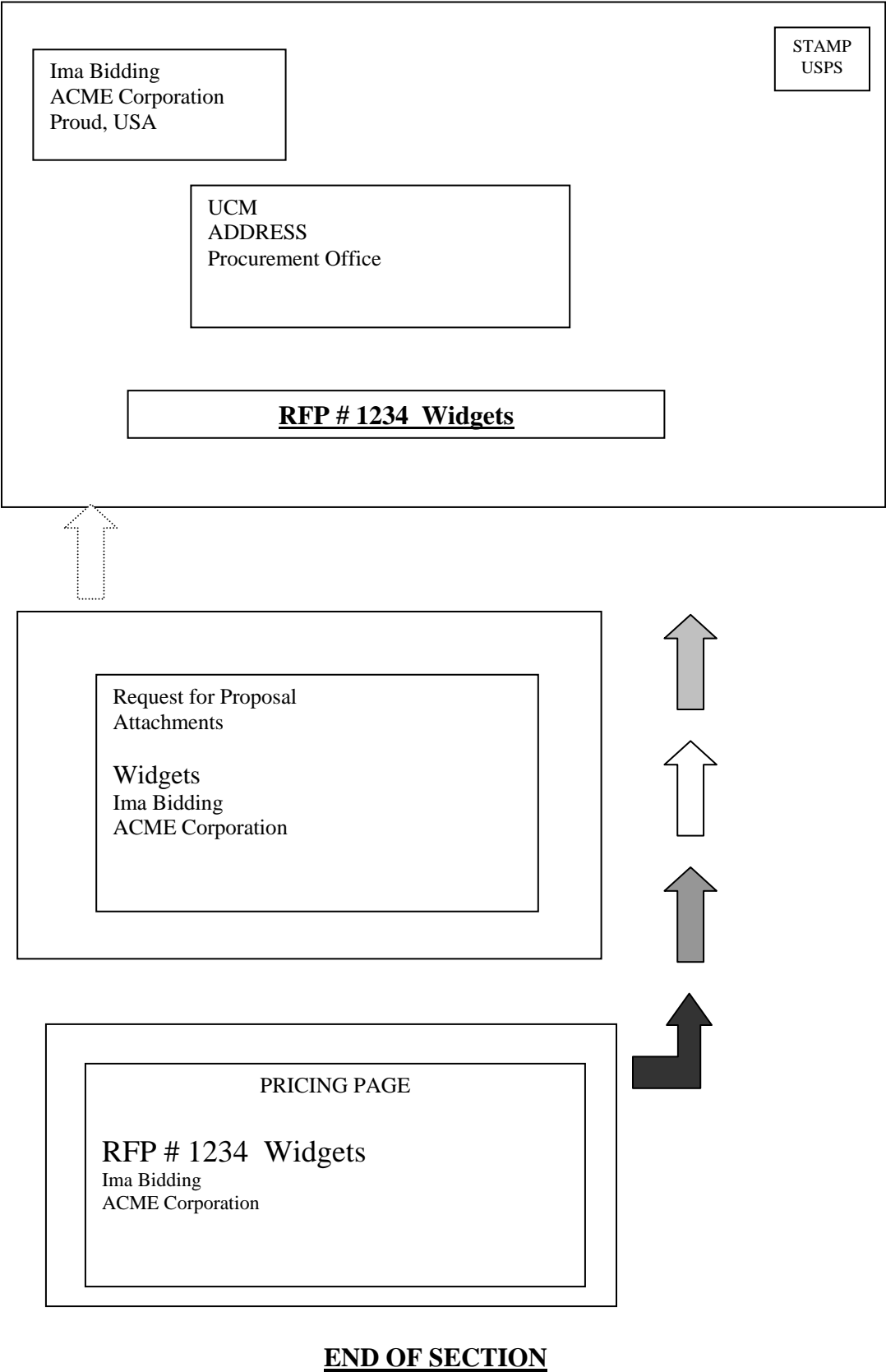


EXHIBIT A PRICING PAGE

The bidder shall state firm, fixed prices for providing services in accordance with the terms and conditions set forth herein. **PLEASE NOTE: This page shall be placed in a separate sealed envelope clearly marked on the outside "PRICING PAGE EXHIBIT A."**

ITEM / SERVICE		COST
PROJECT MANAGEMENT SOFTWARE SYSTEM		
PROJECT MANAGEMENT SOFTWARE SYSTEM INSTALLATION AND SETUP		
PROJECT MANAGEMENT SOFTWARE SYSTEM ANNUAL SUPPORT AFTER 1 st YEAR		
PROJECT MANAGEMENT SOFTWARE SYSTEM USER LICENSE FOR UP TO ONE HUNDRED (100) USERS		
PROJECT MANAGEMENT SOFTWARE SYSTEM ON-SITE USER TRAINING FOR UP TO ONE HUNDRED (100) USERS		

Bidder shall state the following:

1. Payment Terms: _____
2. Installed at UCM: Yes _____ No _____
3. Vendor able to host: Yes _____ No _____
4. Expected delivery date: _____
5. How long prices are firm: _____
6. Is your company a: MBE _____ WBE _____ BOTH _____
7. Total Cost for items above: \$ _____

Pursuant to the terms, conditions and specifications set forth in this Request for Proposal, I hereby quote the price(s) for items indicated above at a firm fixed price for service and for the contract period and any renewals.

Authorized Signature

Printed Name

Company Name

Mailing Address

City, State, Zip

Phone number

Fax number

E-mail address

ATTACHMENT ONE

VENDOR NO TAX DUE CERTIFICATION

In order for the University to be able to assign the contract to your company, you must verify that you are either registered to collect sales and/or use tax in Missouri, or you are not making retail sales of tangible personal property or providing taxable services in Missouri. You can provide this verification by submitting an official “Vendor No Tax Due” certificate issued by the Missouri Department of Revenue. The Department of Revenue will issue the “Vendor No Tax Due” certificate if you are properly registered to collect and have properly remitted sales and/or use tax, or if you are not making retail sales in Missouri. Once the “Vendor No Tax Due” certificate is issued, submit it to my attention at the address noted above. (The certificate may also be faxed to my attention at 660-543-8345) **If you do not provide the “Vendor No Tax Due” certificate and/or maintain a compliant tax status, it may render your company unacceptable for further consideration for University of Central Missouri contracts.**

You may obtain a “Vendor No Tax Due” certificate by contacting the Missouri Department of Revenue. The attached document provides information on how to obtain the “Vendor No Tax Due” certificate. Additional information regarding Section 34.040.6 RSMo is available on the Department of Revenue’s website at <http://www.dor.mo.gov/tax/business/sales/hb600.htm>.

If you are not already registered as a vendor with the State of Missouri, you are encouraged to register on the state’s On-Line Bidding/Vendor Registration System website (<https://www.moolb.mo.gov>). Instructions for registering on this website are available on the Home page of the website.

Thank you for your attention to this urgent matter.

How To Obtain A Certificate Of Vendor No Tax Due

A certificate of vendor no tax due can be obtained from the Missouri Department of Revenue when a business pays all of its sales/use tax in full, up to date, does not have a sales tax delinquency or does not sell tangible personal property at retail in Missouri.

If taxes are due, depending on the payment history of the business, a cashier's check or money order may be required for payment before a certificate of vendor no tax due can be issued.

A certificate of vendor no tax due can be obtained by contacting the Missouri Department of Revenue, Division of Taxation & Collection, P.O. Box 3666, Jefferson City, MO 65105-3666. You may also call (573) 751-9268, fax (573) 522-1160, or email taxclearance@dor.mo.gov. For walk-in assistance, you can visit a Tax Assistance Center near you:

Jefferson City
301 West High Street, Room 330

St. Louis
3256 Laclede Station Rd., Ste 101

Kansas City
615 E 13th St., Room 127

St. Joseph
525 Jules, Room 314

Cape Girardeau
3102 Blattner Dr., Suite 102

Joplin
705 Illinois Avenue, Suite 4

Springfield
149 Park Central Square, Room 313

END OF ATTACHMENT ONE