



UNIVERSITY OF MASSACHUSETTS-AMHERST

Procurement Department
407 Goodell Bldg., 140 Hicks Way
Amherst, MA 01003-9334

voice: 413-545-0361 fax: 413-545-1643

email: procurement@admin.umass.edu Web Page: www.umass.edu/procurement

(THIS IS NOT AN ORDER)

REQUEST FOR BID # AA09-RH-3209

		RFB Opening Date & Time: March 5, 2009 @ 1:00 PM Eastern Time	
		Requested by: Jenna Rostek Telephone: 413-544-6933 Department: Housing and Residence Life Date Prepared: 2/12/2009	
	Description	Unit Price	Total Price
	BIDS ARE REQUESTED TO PROVIDE A CAMPUS JUDICIAL AND STUDENT DISCIPLINARY CASE MANAGEMENT SYSTEM FOR THE DEPARTMENT OF HOUSING AND RESIDENCE LIFE AT THE UNIVERSITY OF MASSACHUSETTS PER THE ATTACHED SPECIFICATIONS FOR THE BID OPENING ON MARCH 5, 2009 @ 1:00 P.M.		
Total Bid Price >>>>>>			

PLEASE DIRECT ANY QUESTIONS REGARDING THIS RFB TO: ROSEMARY A. HASSAY @ 413-545-1094

IMPORTANT INFORMATION

- It is the bidder's responsibility to insure that their bid is received in its entirety by the University of Massachusetts, Procurement Department, 407 Goodell Building, 140 Hicks Way, Amherst, MA 01003-9334 by 1:00 PM on the bid opening date specified above. Bids received after the specified date/time or at a location other than what is listed in the RFB will be rejected and placed unopened in the bid file.
- Bids may be faxed provided that they are followed up by a hard copy with written signature within 5 days of the bid date. All faxed bids must be received by the Procurement fax by the date and time of the bid above.
- All prices are FOB Destination, delivery free of all charges to: University of Massachusetts Amherst at a location specified on a purchase order.
- Bidders must list their Taxpayer's Identification Number here: _____ - _____
- Bid may not be materially altered after the bids have been opened. Only the Director of Procurement can determine what a material alteration is.
- All prices must be submitted on a Net Basis. Unit price shall prevail in case of mathematical error. Payment Terms: 30 Days.
- Bids on items that differ from specifications will be rejected at the discretion of the Director of Procurement. Proprietary names are quoted for informational purposes only and are not meant to limit competition. The right is reserved to accept the bid deemed best for the University.
- Exceptions to any terms and conditions contained herein or in the bid specifications, must be noted by bidder in bid. The Director of Procurement reserves the right to reject any bid that does not conform to the specifications.

Vendor Name: _____ Telephone: _____ Fax: _____

Name of Person Submitting Bid: _____ Authorized Signature: _____

Address: _____ E-Mail Address: _____

R# - 55907



**University of Massachusetts Amherst
Department of Procurement
Request for Bids:**

**To provide a Campus Judicial and
Student Disciplinary Case Management System
per the attached specifications**

**RFB# AA09-RH-3209
Bid Opening Date – March 5, 2009 @ 1:00 p.m.**

SECTION 1 – GENERAL INFORMATION

1.1 INVITATION

Housing and Residence Life at the University of Massachusetts Amherst, hereinafter referred to as the “University,” invites interested Vendors to submit bids to provide a campus judicial and student disciplinary case management system, hereinafter the “System”, for the tracking and management of personal, incident, witness, and other information relating to the campus disciplinary process. The system must provide secure handling of confidential student records, be accessible from remote locations by multiple users, be capable of generating multiple types of formal correspondence, and be flexible and adaptable to the University’s judicial process. This project includes the provision of software, installation, set-up, configuration and training. The following document contains the specific requirements for project bids as well as information that the Vendor will find useful in the preparation of the bid.

It is our intent to select a system that will most efficiently and effectively meet our current and future requirements. Flexibility, simplicity of use, serviceability, and reliability are of chief importance. The ability of a proposed system to meet our needs will be based primarily upon the evaluation criteria provided herein.

1.2 SCOPE OF WORK

This project entails the installation, configuration, data migration, support, and training of users of a campus judicial and student disciplinary case management system, and all work which is necessary and incidental to the successful completion of the project.

1.3 ACCEPTANCE OF BIDS

Only bids that are received by the bid opening date and time will be considered. The University reserves the right to reject any bid, wholly or in part, and to make an award in a manner deemed by the Director of Procurement at the Amherst campus to be in the University’s best interest.

Any information that may have been conveyed either verbally or in writing prior to the issuance of this RFP shall be deemed preliminary and binding to neither the University nor the Vendor.

1.4 SCHEDULE

Bid release	February 12, 2009
Questions due to the University	February 24, 2009
Responses by the University	February 26, 2009
Bids open	March 5, 2009
Completion of Bid Analysis and Announcement of Successful Bidder	March 16, 2009

The System must be fully installed and ready for use in the University production environment 90 days after issuance of a University contract. The University’s preferred production date is on or before June 30, 2009.

1.5 CORRESPONDENCE

Questions pertaining to this bid request must be submitted in writing via mail, fax, or e-mail and shall be received no later than 4:00 P.M. on the **February 24, 2009**. No telephone calls will be entertained.

University of Massachusetts
Rosemary Hassay, Purchasing Manager
Procurement Department
407 Goodell Building
Amherst, MA 01003
procurement@admin.umass.edu
Fax (413) 545-1643
Ref: AA09-RH-3209

The University's response to written questions by Official Addendum will be mailed no later than February 26, 2009 The University will extend the bid opening date only if such information significantly amends this RFB or makes compliance with the original proposed due date impractical.

1.6 BID OPENING DATE

Bidders shall deliver their bid to the following address by **March 5, 2009 at 1:00pm**, at which time the bids will be opened and publicly read. Bids shall be clearly marked and addressed to:

Procurement Department – RFB AA09-RH-3209
407 Goodell Building
University of Massachusetts
Amherst, MA 01003

It is the sole responsibility of the bidder to insure that a complete bid is delivered to the Procurement Office in its entirety by the due date and time. Late bids will neither be opened nor considered. Faxed bids will be accepted, provided the original is received within 5 business days.

1.7 VENDOR SELECTION

The award will be made to the vendor who, in the opinion of the Selection Committee, offers the best overall package. The evaluation will include, but will not necessarily be limited to, the following (in rank order of importance to UMass Amherst):

1. Response to University's business requirements and implementation time lines, as specified.
2. Technical solution, including functionality, security, scalability, capabilities and features that best meet the requirements of the University, in the opinion of the University.
3. Total Cost of Ownership Conformance with bid specifications herein
4. Ease of product use.
5. The bidder's implementation plan.
6. Product maintenance and support terms

The bids will be evaluated based on a point system. The criteria and their assigned points will be placed in a sealed envelope in the bid file prior to the bid opening date and time, for use by the Selection Committee during the award process.

1.8 PUBLIC INFORMATION

All bids and related documents submitted in response to this bid request are subject to the Massachusetts Public Records Act, M.G.L. Chapter. 66, sec. 10 and Chapter 4, sec. 7, subsection 26, regarding freedom of access to such documents. Confidentiality statements in the bid response that are inconsistent with the requirements of these statutes shall be disregarded.

1.9 COST PRESENT BID

The University is not responsible for any expenses incurred by any bidder to prepare, submit, or present bids.

1.10 ALTERATIONS TO BID

The bidder may not materially alter its bid response after the bids have been opened. The Director of Procurement alone shall determine whether a bid alteration would be a material alteration.

1.11 CREDENTIALS

The Vendor shall be a company with verifiable bona fide dealing in campus judicial and student disciplinary management systems. The Vendor shall demonstrate that it has successfully undertaken projects of similar size and scope within the past two (2) years and will provide three (3) references to support that fact. The vendor shall demonstrate that their system is able to efficiently operate on the scope required by the University. The Vendor shall also provide a list of all judicial system customers in last 24 months.

1.12 PROTECTION OF LIVES AND HEALTH

The Vendor will be responsible to the University for all damages and other costs incurred as a result of the acts or omissions of any person directly or indirectly employed and/or supervised by it in connection with the work.

The Vendor shall indemnify, and hold harmless the University, its agents and employees, from all claims relating to labor performed or furnished; injuries to any person or corporation sustained by or from the Vendor, his employees, and/or sub-vendors and employees, in doing the work, or in consequence of any improper materials, implements or labor used or employed therein; and any act, omission or neglect of the Vendor or his employees therein engaged.

1.13 TERMINATION

The University reserves the right to terminate the contract with a 10 day written notice if the successful bidder fails to comply with any of the terms of the contract. The University reserves the right to terminate any or all parts of this contract specification prior to the signing of the contract, due to lack of or reduction in financial appropriations required to fund the project.

1.14 COMPENSATION

Invoices submitted to the University by the successful bidder for services provided under the contract shall be itemized and priced out in accordance with the figures contained in the bidder's response to this RFB. Therefore, bids must be all inclusive. All payments shall be made based on the successful completion of acceptance tests as outlined below:

1. Receipt and Installation of Software – 50% of the software cost after successful installation.
2. Final implementation, training and acceptance – 50% of remaining software cost plus 100% of implementation costs after the System has been accepted and training has been completed.

It shall be the successful bidder's responsibility to submit billing in a timely fashion after work is performed so that payment may be made promptly.

Invoices shall be mailed to:

University of Massachusetts
Attn: Alice Kielbowicz
Housing and Residence Life
213 Berkshire House, 121 County Circle
Amherst, MA 01003

SECTION 2 – SYSTEM SPECIFICATIONS

2.1 BACKGROUND AND STATISTICS

Housing and Residence Life supports the student judicial information system for the Dean of Students, under the Vice Chancellor for Student Affairs and Campus Life.

The University of Massachusetts Amherst has 20,114 enrolled undergraduates, of which 12,114 reside on campus. Our forty-five residence halls are divided into seven defined residential areas. The areas are clustered geographically and administered by four Area Offices under the supervision of an Area Director - Northeast/Sylvan/North, Southwest South, Southwest North, and Orchard Hill/Central. The buildings are also grouped into twenty-four Clusters, each under the supervision of a Residence Director with 1-2 Assistant Residence Directors. Some clusters that have a high volume of judicial cases employ student Judicial Assistants to assist with data entry.

There are currently 136 active users/operators of the legacy system, and 248 inactive users maintained for historical purposes. The active users consist of Dean of Student's Office staff, Area Directors, Residence Directors, Assistant Residence Directors, Cluster Office Managers, and Judicial Assistants.

Our current business process includes defined Incident Levels and Incident Statuses and Stages. A summary follows for your information:

Levels:

Level 1: Level One charges and sanctions are primarily administered by the Residence Director or Assistant Residence Director, and are considered to be minor violations. All of the "I.D" violations of the *Code of Student Conduct* are Level 1 violations.

Level 2: Level Two charges and sanctions are administered by the Area Director and are typically repeat violations and/or more serious violations that may result in a student's removal from housing.

Level 3: Level Three charges and sanctions are administered by the Dean of Students Office, and represent cases for the more serious violations, repeated violations, and cases involving students who do not live in residence halls.

Incident Status (Stages):

Started: indicates an incident has been started, student(s) names and ID(s) entered, location of incident, date and time, and reported by have been entered. Violations, narrative, witnesses and other students involved entered.

Pending: If the case has been started and/or violations entered, but the user can not finish the case, such as at the end of a semester, there is the option to produce a Pending Letter. The purpose of this letter is to let the student know that his/her case is still considered active and will be continued in the next semester, or the next semester the student is enrolled at the University.

NOC Printed: Indicates the Judicial Conference Administrator has printed a Notice of Charge to send to the alleged offender(s). The Notice of Charge contains the following information: who from, the student's name, address, phone #, violations listed, description of the incident, date, time, and location of the incident, and the date (5 business days from date NOC printed) by which the student should contact the Conference Administrator to set up a meeting.

Finding: Indicates the Judicial Conference Administrator has had a meeting with the student to discuss the violations and determined the sanctions to be assigned. The Sanctions are printed in the Finding letter and mailed to the student after the meeting.

In Absentia Finding: Indicates the student did not meet with the Judicial Conference Administrator, and a decision has been rendered in their absence; Sanctions are assigned and printed in the In Absentia Letter and mailed to the student.

Interim: Interim Restrictions are imposed by the Dean of Students Office for serious incidents. Interim sanctions take effect immediately and remain until the student meets with a Dean.

Agreement: An Administrative Agreement is used in Level 2 and 3 cases in place of a Finding Letter. The Agreement contains the sanctions assigned, and is signed by the student and the Conference Administrator during the meeting.

Case Completed: The Dean of Students office indicates the incident has been completed, and all paperwork has been received.

The estimated annual number of cases processed is 6,427.

The University currently has 45,696 historical case records. These records must be imported into the new system, from two different program sources: our existing Adirondack System and an MS SQL database of records from our previous in-house developed system.

2.2 SYSTEM SPECIFICATIONS

A. Hardware

The University plans to host this system inside its information technology environment. The University will provide all necessary hardware, operating system and server software licenses (if SQL Server). (For systems with an operating environment other than Microsoft, please include pricing in Section 5.)

B. General Software Requirements

1. The System shall provide the option to use our 8 digit campus ID as the unique identifier.
2. The System shall support the search for client records by name, campus ID number, or other selected criteria.
3. The System shall support at minimum 20 user-defined fields. Each field may be defined as alphanumeric text, numeric, date, or Boolean.
4. The System software features shall be fully documented in the form of a complete user's manual and a detailed description of the system functions.
5. The System shall be resistant to compromise by viruses, trojans, worms, and other malicious code.
6. The System shall employ industry-standard encryption and secure-server technologies. As program exploits or vulnerabilities in any of the underlying system codes become known, program patches which remedy such vulnerabilities shall be provided on a timely basis.
7. The System must store and archive data in compliance with University, federal, and state guidelines concerning educational records.
8. The System should provide context sensitive help for all applications.
9. The System shall provide the ability to customize program help.

C. Student Record

The System shall include at minimum the following fields relating to student data and the System shall be capable of reporting on any or all of the fields:

1. Name (first, middle, last)
2. Sex (M, F)
3. Campus ID (8 digit)
4. Birth date
5. Flag for over/under 21
6. Student ID Photo
7. Privacy code
8. Building/Room
9. Residence Hall address
10. Local address including zip and zip4
11. Local telephone #
12. Permanent address including zip and zip4
13. Permanent telephone #
14. Cellular telephone
15. Academic level
16. Major/Academic Program
17. E-mail address
18. Comment (user-entered notes)
19. User-defined fields that can be defined through a standard interface. A mixture of alphanumeric text, numeric, date, and Boolean user-defined fields should be available.

D. Security and Operator Access

1. The System must provide flexible and detailed security to include durable password protection, and multiple levels of administrator-defined security access (i.e., entry only, read only, general user, assistant to general user, administrator/ super user, by stage, by level, by violation, by sanction).
2. The System shall have well-protected and detailed audit trails and security levels, providing varying levels of access to information.
3. The System shall have the ability to configure different access levels by user depending on the type of violation and/or status of the incident.
4. The System shall be capable of granting access that is restricted to records relating to incidents originating in given locations and/or students residing in those locations (for example, a Residence Director has access to all cases in their cluster or residential area).
5. The System shall have internal security systems to attempt to prevent “hacking” and log the IP of users who attempt to “hack” in or mis-authenticate.
6. The System shall be able to grant access for read, read/write, and delete separately.
7. The System shall have the ability to Activate/Inactivate users.
8. The System shall have the ability to setup and manage access by User Groups and Group security.

E. Incident Entry

1. The System shall allow for the display of student and case data over time in an easily viewed format.
2. Incidents shall have an automatically generated, serialized incident number which becomes the “case number”. The case number should start with an identifier such as year.
3. The user should be able to search for and select students for a case through a connection to departmental student data database (AllStudent-MySQL).
4. The user shall be able to enter all relevant case/incident information including the date, time, and location of the incident, case worker (hearing officer), and reporting party. The format shall be clear and user-friendly, with a preference for pull-down menus and an auto-fill feature. These items shall exist in separate fields which can be queried. An automated link between the student and his/her most recent housing assignment from the All Student table is preferred.
5. The System shall allow for the creation of custom data fields by Systems Administrator.
6. The System shall support configurable workflow to route incident reports to a pre-defined staff member for multi-step processing and to support differing process/steps required for different staff/positions.
7. The System shall be able to track USERID and date/time stamps each time the record is modified.

F. Case Management

1. Judicial Conference Administrators (RDs, ARDs, ADs, and DOS) shall have a desktop or dashboard summarizing their work list and the status of cases pending that they have been assigned. This will provide an efficient, list-type view of pending cases and scheduled Judicial Conferences.
2. Judicial Conference Administrators must be able to delegate/refer/transfer cases to other judicial staff.
3. The System shall be easy to use and intuitive.
4. The System shall provide options for the following data fields:
 - a. Incident entry of general information
 - b. Witness information
 - c. Other students involved
 - d. Narrative of incident
 - e. Violations assigned
 - f. Status of violations after meeting with conference administrator
 - g. Sanctions assigned with due dates and completed dates and notes
 - h. Dean of Students Office details to track further information such as:
 - i. Findings/In absentia
 - j. Restrictions
 - k. Restriction Types
 - l. Start and end dates
 - m. Relocations
 - n. Removals
 - o. Suspensions
 - p. Statutes such as appeal, dropped, agreements, interim sanctions, hearings.
5. The System shall store more than one type of conduct codes and violations as we may have multiple code sets.
6. The System shall be able to manage date or term-based additions, deletions and changes to the Conduct Codes and Violations so that older cases reference the appropriate code text.

7. The System shall have features to detect and reconcile duplicate cases or spot potential errors in cases based on a given criterion or set of criteria.
8. Judicial Conference Administrators shall be able to delegate or transfer cases to other judicial staff.
9. The System shall be able to accept incident reports completed on the web, but not automatically generate a case.
10. Judicial Conference Administrators shall be able to electronically return improperly completed witness statements to their author (typically a Resident Assistant (RA)) for correction or to correct them as a part of the judicial process.
11. A 'case hearing summary' screen shall allow Conference Administrators to track all aspects of the informal hearing from dates of letters and correspondence, to student plea, to Administrator findings.
12. The System shall have the ability to consider a group as a single entity (i.e., a judicial board hearing a case rather than an individual).
13. The System shall have the ability to define a group (i.e. a Greek house) and relate incidents to the group. Such groups should be capable of being set up both as a named entity, or as a group of defined people.
14. Judicial Conference Administrators shall be able to enter assigned sanctions from drop-down lists and enter comments.
15. The System shall accept student sanction due dates, completed dates, and notes related to the sanction, and update those due dates on the Judicial Administrator's calendar or work list.
16. The System shall be able to track work required sanctions to include sanction type, date issued, date due, and date completed.
17. A System for tracking multiple appeal requests shall be available on the hearing page of each case.
18. The System must allow multiple sanctions per violation/case.
19. The System shall have the ability to copy sections of an incident to other student's incidents to ease entry such as narrative, witnesses, violations, sanctions, latest case worker, and general incident info.
20. The System shall provide the ability to document fines in a way that the data can be extracted in a text, csv, and/or prn format and sent to the University Financial system.
21. The System shall have a separate contact management module or contact management functionality as a part of the delivered solution.
22. The System shall have the ability to affiliate others who were contacted, witnessed, or responded, i.e. UMPD, Residence Life Staff, EH&S, Dean of Students, etc. as a part of the initial incident report and witness statement. The System shall have the ability to track multiple parties per incident.
23. The System shall have the ability to affiliate electronic files and documents to cases and individuals.

G. Web Access

1. Web access capability is strongly preferred. Entry-only web access would be used for complaint and witness report entry for students and residence hall staff. If a system does not support web-based access, then some means of facilitating the easy transfer and entry of information from other web-based mail or message programs is required. Please describe in detail how your company will provide this functionality.

2. For web witness statements and incident reporting, the University requires a System where Case Administrators can review the statement or report prior to assigning a case number.
3. If web based, the system shall be usable and stable with a variety of web browsers including but not limited to Microsoft Internet Explorer (for Windows) and Mozilla Firefox (for both Windows and Mac).

H. Information Interface Options

1. The System shall provide the necessary documentation and tools to import and export data to and from the System.
2. The System shall be able to interface on an 'as-needed' basis to our All Student database. Student data shall be pulled from this database on incident creation and when requested by the operator. This database is refreshed nightly from the main University student data location. The All Student database is MySQL..
3. The System shall be able to export relevant housing restriction and removal data for import into our administrative student data source.
4. The System shall provide an integrated or batch interface with the University's BASICS program (Brief Alcohol Screening and Intervention for College Students) when a BASICS sanction is assigned.

I. Database Maintenance

1. The proposed system shall utilize a relational database management system.
2. The System shall have the ability for backup without disrupting operations.
3. The system shall be capable of producing a list of records to be purged or archived based on data rules.
4. The system shall be able to expunge or purge records meeting defined criteria as well as archive or copy to an archive/history version of database.
5. The System shall have the ability to have multiple databases in order to move between a development/test, training and a production version.

J. Audit

1. The System shall maintain audit files to track all changes/deletions including what pieces of information was changed by user name with date/time stamp.

K. Administrative Service Features and Communication Abilities

1. The system shall provide a mechanism to generate correspondence with students. These shall include both customizable form letter templates and customizable e-mail forms. The ability to merge information from data fields to letters is required.
2. The system shall allow for the production of mailing labels, addressed envelopes, and form notices.
3. The System shall be able to interface with Microsoft Office 2003 to produce documents via mail-merge.
4. The System shall have the ability to send electronic messages to students and other persons associated with a case, while the user remains inside the system.
5. Housing and Residence Life uses GroupWise 6.5 as an information management tool. The University prefers integration with the GroupWise calendar.

L. Queries and Reporting

1. The System shall have a fully integrated and operational reporting system so that the University can modify existing reports and create custom reports. The reporting system shall provide access to all data in the System. The University prefers Crystal Reports as a reporting tool.
2. The System shall provide an array of reports including but not limited to standard pre-configured reports accessible by authorized users.
3. The System shall have the ability for an authorized user to develop custom reports and save them for later use.
4. Custom reports shall be available for public or private distribution.
5. Authorized users shall be able to generate custom reports using a 'wizard' type of system, or, for more advanced reports, using Boolean terms.
6. The System shall provide an internal query facility that allows for the production of lists and summaries that does not require programming knowledge.
7. The System shall anticipate the needs of Clery Reporting requirements and prompt users for the necessary information as defined by the U.S. Department of Education.

M. Specialized Functions

1. The System shall synchronize with a user-specified timeserver using NTP and be configured to automatically recognize Daylight Savings Time changes and update time in workstations and controllers without user intervention.
2. The System shall have a session time-out feature to prevent information from remaining unattended.
3. The System shall accept historical data that will be imported from two legacy systems. Legacy data from several files of Paradox data is currently stored on an SQL server. Current third party system is hosted on SQL Server.
4. The System shall have a note feature to be used internally that is neither shared with students nor merge capable.
5. The System shall have the ability to document/record non-violations such as mental health concerns.
6. The System shall have the ability to initiate multiple workflows based on a defined action or outcome.
7. The System shall have a communication tool as a related module or within the System to allow users to send messages/notices to defined groups or individuals.

SECTION 3.0 – SYSTEM SUPPORT SERVICES

3.1 TRAINING AND INSTRUCTION

1. Vendors shall provide train the trainer opportunities.
2. Course outlines for each of the user training programs shall be included in Section 6, Bid Response. The course outlines shall include the course duration, and a brief summary of the subject matter.
3. Operator and administration training shall be conducted on-site by a qualified instructor with suitable knowledge. The trainer shall provide answers to relevant questions asked by University staff during the training sessions. If the trainer is unable to provide an answer at the time of the training, he/she shall provide answers in a timely manner after the training.

3.2 MAINTENANCE, SUPPORT, AND UPGRADES

A. General Provisions

It is expected that the successful vendor shall:

1. Develop a working relationship with the Housing and Residence Life Technology Services staff to facilitate installation and configuration of the system.
2. Provide a test, production and training environment for use in configuration testing, support and training.
3. Provide at least three (3) complete user's manuals for the software in hardcopy as well as an electronic copy. The University shall have the right to copy these documents for their own use without additional cost.
4. Include access to telephone and e-mail support during normal business hours as part of ongoing maintenance.
5. Provide upgrades and patches, including approved operating system patches, which are available on the Vendor's web site, or through an automated system.
6. Describe in detail any enhancements that are in development or planned for the System proposed.
7. Agree that the cost of the annual maintenance agreement shall increase no more than the percentage increase in the U.S. Department of Labor's published Consumer Price Index for Urban Consumers (CPI-U) for the preceding year.

SECTION 4 – IMPLEMENTATION AND WARRANTY

4.1 IMPLEMENTATION SCHEDULE

Installation on this project shall be commenced within 10 days of execution of the University contract for services. The system shall be completely installed and staff fully trained within 90 days of the start date. Housing and Residence Life hopes to have a fully functioning system no later than June 30, 2009.

4.2 PROJECT START-UP AND ACCEPTANCE

1. The University will perform a comprehensive test of the functionality and performance of the system once installed and configured on University equipment. Tests shall be designed to demonstrate the functional compliance of the system with the requirements of the contract and the specifications submitted by the vendor. The system performance tests shall be scheduled and conducted by designated personnel of the University in the presence of a representative of the vendor, if so requested by the vendor. If tests show that the system is in any way defective, of poor quality, deficient, or at variance with the requirements of the contract documents, the vendor shall make all necessary changes and remedy all defects to the satisfaction of the University at no additional cost.
2. After a system performance test has demonstrated the satisfactory operation of the system, and vendor training of all necessary University staff has been completed, the system shall be accepted by the University.
3. Once the University has indicated its acceptance of the system, a Trial Period Test shall begin. The System shall operate without significant software breakdown for a period of 40 consecutive days during the University's fall or spring academic semesters. Any period outside of the fall and spring academic semesters shall be excluded in determining the time of a Trial Period Test.
4. "Significant software breakdown" shall mean any deviation in the operation of the software from the contract requirements, or any documented pattern of freezes, hangs, or crashes, such pattern consisting of five or more such events while the system is operating in the environment for which it was intended, and which are not due to the presence of other software

which the vendor could not reasonably have foreseen, which materially reduce the software's efficiency in accomplishing the work for which it was intended.

5. In the event that there is a significant software breakdown and such breakdown is remedied, the Trial Period Test shall start again. The one-year warranty shall not commence until this Trial Period Test has been acceptably completed.
6. Any deficiencies reported to the vendor by the University during the Trial Period Test shall be corrected without cost to the University.
7. In the event that the vendor fails to correct within sixty days a product deficiency reported to the vendor during the Trial Period Test, the University shall have the right to cancel the contract.

4.3 WARRANTY

1. The Vendor shall warrant the entire system for a period of one (1) year following successful completion of a 40-day Trial Period Test.
2. The first maintenance period shall commence after the 1 year warranty period expires.
3. During the warranty period, the vendor shall make available all updates and other changes that may be issued by them or by any original suppliers to improve product performance and reliability of the installed system, at no additional cost to the University.

SECTION 5 – BID RESPONSE

5.1 GENERAL TERMS

1. All bids shall be guaranteed by the bidder for a minimum of one hundred and twenty (120) days from the bid submission deadline.
2. The University reserves the right to reject any Bid that is not in full compliance with the Contract Specifications and to reject any bid in whole or in part; to waive technicalities; to make awards in a manner deemed by the University to be in the best interest of the University; and to correct any award erroneously made as a result of clerical error on the part of the University.

5.2 RESPONSE FORMAT

A. Sections 1-5

In order to facilitate evaluation of Vendor bids, the Vendor shall address each item in this RFP in the order in which it appears in this document in Sections one (1) through five (5), inclusive. For each section and subsection, the vendor shall indicate that the section is understood by the vendor, or shall otherwise make note of a requirement which the vendor is unable to meet. In requesting a variance, the vendor shall explain the specific exception to the provisions of that section, and explain why the requirements of the bid cannot be met as is. The required format is as illustrated below.

The vendor shall respond:

“SECTION 2.4 – SPECIFICATIONS

[. . .]

(b)(i) “Agreed,” etc. [or] “Variance, this feature is...,” etc.

(b) (ii) “Agreed,” etc. [or] “Variance, this feature is...,” etc.

[. . .]”

For long sections to which the vendor agrees, the vendor may state a range, followed by words indicating their ability to meet the requirements of the section, as follows:

“SECTION 2: “Agreed”

If a variance from any specification is not clearly noted, the Vendor agrees that he/she can meet the specification. Any affirmative response such as “agreed”, “acknowledged”, “noted”, “understood”, etc. will be considered as accepting full compliance unless otherwise noted and explained in writing as a “variance” or “exception”. The lack of any notation on any section will be interpreted as a full acceptance of that section.

In addition to the bid specifications, sections of the bid proposal contain specific questions which must be answered by the bidder in their response. These questions or requests for information, within the RFP document should be answered in the vendor’s response to that section. In answering such questions the vendor is invited to be specific and particular in their responses, and to provide a maximum amount of factual information upon which the University may base its decision. Non-specific “sales speak” in response to specific questions will be viewed unfavorably.

B. Section 6

All responses to Section 6 of this bid shall be made on the Bid Response Sheet, Section 6, of this specification, or an exact facsimile thereof. Responses in a form which significantly deviate from the stated response parameters will not be reviewed and may be grounds for disqualification at the University’s sole discretion. .

An agent of the company with full authority to enter into Agreements and contracts on behalf of the company shall sign the certification.

Bidders shall submit one (1) bound copy and six (6) unbound copies of their response.

5.3 CONTRACT FOR SERVICES

1. The successful bidder will be required to enter into a standard University Contract for Services.
2. For informational purposes a copy can be viewed at: http://www.umass.edu/procurement/Fill-In_Forms/CFSL_RE_060208.pdf
3. The successful vendor will be required to sign this contract without changes. Failure to agree to this clause is grounds for rejection of the vendors bid.
4. If the bidder has a contract or other document which requires the University's signature, it shall be included with the bid response packet for the University's review. The University will not consider outside contracts that are presented after the bid opening date. The requirement of signing a vendor's contract, depending on the content, can be grounds for rejection of the vendor's bid at the sole discretion of the University.
5. Should the bidder's contract conflict with the University's Contract for Services, the Contract for Services' terms shall prevail.

5.4 FALSE STATEMENTS

False statements by a company in response to a bid shall be grounds for the cancellation of the contract either before or after the contract has been executed. If payments have been made the vendor agrees to return 100% of the payments without offset.

5.5 PRODUCT DEMONSTRATION

As part of their bid response, bidders may be requested to make a presentation of their software. Presentations may be done via web conferencing, and shall be at no additional cost to the University. The University will notify each vendor of the dates available for presentations as soon as possible after the bid opening date. Failure to present within 14 days of a request by the University will be grounds for rejection of the vendor's bid at the sole discretion of the University.

SECTION 6 – BID RESPONSE FORM

All responses to Section 6 this bid shall be made on the Bid Response Sheet, Section 6, of this specification, or an exact facsimile thereof. Responses in a form which significantly deviate from the stated response parameters will not be reviewed and may be grounds for disqualification.

An agent of the company with full authority to enter into Agreements and contracts on behalf of the company shall sign the certification.

6.1 COMPANY BACKGROUND

- A. Describe your company and its position in the student judicial management system market. In this description, we ask that you answer the following:
1. What is your current client base for judicial management systems? For how many years has your company provided student judicial management systems? Include specific facts and comparisons which tend to support the conclusion that your company is well positioned to provide reliable support for this system well into the future.
 2. **Indicate what technical certifications are held by your developers.**
 3. Provide a list of all similar installations of the current version of the system which have been made during the two (2) years prior to the bid opening date, a brief description of the project, average number of cases each year handled by that installation, if known, number of staff using the system, if known, and a campus contact.
- B. Briefly outline your experience and history in providing consistent support for your systems. What are your customer service goals? Describe your upgrade policy. Provide information about software and system upgrades, specifically, frequency of patch releases and upgrades, who installs upgrade, whether upgrades are required, and any costs related to upgrades.
- C. The Vendor shall provide at least three customers with requirements similar to those of the University, whom the University may contact for reference purposes, including the college or university name, contact person, telephone number, address, and brief description of business done with the company. By submitting this information, bidder authorizes the University to contact these and other clients, for all purposes consistent with the review of the bid and the service provided by the vendor to the references.
- D. The Vendor shall provide resumes of staff who will be assigned to this project.

6.2 USER GROUP AND OTHER CLIENT RESOURCES

- A. **Describe the general resources the vendor company provides its clients, including, but not limited to:**
1. User Group - The user group should be a vehicle for clients to represent their needs and interests to the vendor. The user group should be an effective vehicle through which clients are able to influence the direction and pace of development of new vendor products and system features.
 2. User Conference - The vendor should provide an annual user conference. This conference should provide interested clients with ample opportunities to gain refresher training, learn more about new and advanced features of their systems, and network with other vendor clients facing similar challenges. Vendors shall indicate the cost to attend such a conference and if discounts or rebates are given to first-time attendees.

6.3 HARDWARE

Please provide a complete listing of required and recommended hardware and identify the recommended system specifications and complete details on hardware and operating system requirements.

6.4 IMPLEMENTATION

Bidders shall provide an implementation and training schedule.

6.5 TRAINING

Course outlines for each of the user training programs shall be included in the bid response. The course outlines shall include the course duration, and a brief summary of the subject matter.

6.6 DATA CONVERSION

The Vendor shall describe the method for importing to and exporting from the database as well as provide a list of the data items that are available for import and export.

6.7 BID PRICING

Using the format below, provide an itemized list of all software and training costs associated with the proposed student judicial management system.

This should include at a minimum:

- Vendor software including required modules, and third party interface costs.
- Travel, setup, programming, installation and training fees.
- Customization (cost per hour)
- Itemized list of all applicable software license and maintenance fees.

Pricing should be itemized within each category. **Variance from the stated categories is not allowed.**

SOFTWARE & LICENSING FEES Itemize required and optional modules, as well as third-party interface costs.	\$
SERVER SOFTWARE/DATABASE PLATFORM If the Bidder is recommending a platform other than MS SQL, itemize all associated hardware and software costs.	\$
DATA CONVERSION AND IMPORT Itemize any and all costs necessary to import the University's legacy data from two sources, as well as any additional cost to provide interfaces with the All Student table, BASICS program, and the administrative student data source.	\$
INSTALLATION & CONFIGURATION Itemize and include any and all costs associated with installation of the database and configuration.	\$
TECHNICAL ASSISTANCE & TRAINING Itemize any and all costs associated with providing technical assistance with implementation and rollout, as well as costs associated with training both technical and non-technical staff.	\$
TOTAL COST OF ALL REQUIRED ITEMS	\$

6.8 MAINTENANCE COSTS

The annual cost for maintenance fees after the period of warranty as specified in the RFP is: \$ _____

Please attach the proposed maintenance contract.

6.9 LICENSING COSTS

The annual cost for software licensing is: \$ _____.

Please attach the proposed software license agreement.

6.10 SERVICE & SUPPORT PERSONNEL

Where will the service/support personnel for our University be located?

6.11 SUBMISSION & CONTACT INFORMATION

Please provide both technical and customer service/account representative information.

Name of Sales/Account Management Contact:	
Title:	
Company Name:	
Address:	
Telephone:	Email:

Name of Development/Technical Support Contact:	
Title:	
Company Name:	
Address:	
Telephone:	Email:

Bid Submission Information:

Submitted By: _____	
SIGNATURE	PRINT NAME
Title:	
Company Name:	
Address:	
Telephone:	Email: