

REQUEST FOR PROPOSALS

NUMBER NS-50-12

Enrollment Retention/Intervention Management Software

Request for Proposals

due

June 8, 2012 @ 2:00 pm EST



May 11th, 2012

NOTICE OF RFP OPPORTUNITY

INTENT:

It is the intent of Northern Kentucky University to enter into a contract with the successful responsive and responsible Offeror to provide the university with Enrollment Retention/Intervention Management Software system.

PROJECT TIMETABLE:

Request for Proposal Issued	May 14, 2012
Last Date for Questions	May 28, 2012
Response to Questions/Addenda Issue	May 30, 2012
Pre-Proposal Meeting	None
RFP DUE	June 8, 2012 at 2pm

SUBMISSION:

The bidder shall submit, by the time and date specified via US Postal Service, courier or other delivery service, its bid response in a **sealed package** addressed to:

Jeff Strunk, CPPO
Director of Procurement Services
Lucas Administrative Center, Suite 617
1 Nunn Drive
Northern Kentucky University
Highland Heights, KY 41099

CONTACT FOR PROPOSAL PACKAGE

The Proposal Package may be obtained from Procurement Services or may be downloaded from the Procurement web page: <http://procurement.nku.edu/bid--quotes---rfps.html>

If you have downloaded this Request for Proposal, please contact Eli Baird so that you can be added to the planholders list and notified if there are any addenda.

Eli Baird
Procurement Services, Bid Specialist
Northern Kentucky University
Lucas Administrative Center, 617
Highland Heights, KY 41099
Phone: 859.572.5266
FAX: 859.572.6995
E-mail: bairde1@nku.edu

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Information relative to this project obtained from other sources, including other university administration, faculty or staff may not be accurate, will not be considered binding and could adversely affect the potential for selection of your proposal. All requests for additional information and all questions should be directed to Eli Baird, Procurement Services: bairde1@nku.edu.

Both inner and outer envelopes/packages should bear respondent's name and address, and clearly marked on package(s) as follows:

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Note: Proposals received after the closing date and time will not be considered.

BID BOND

A bid bond in the amount no less than 5% of the value of the base five year contract price will be due upon bid submission.

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SPECIAL INSTRUCTIONS AND CONDITIONS**

It is the intent of Northern Kentucky University to enter into a price contract with the successful responsive and responsible Bidder to provide the university with a Enrollment Retention/Intervention Management Software system.

METHOD OF AWARD

The award will be made to the responsive and responsible bidder offering the best value to Northern Kentucky University in accordance with KRS 45A.085.

UNIVERSITY REPRESENTATIVE

A staff member of the University shall act as the University contact, during the life of the contract, and be the primary coordinator and liaison between the University and the Contractor.

TIME FOR ACCEPTANCE

Each Bid shall state that it is a firm offer, which may be accepted within a period of 60 days. Although the contract is expected to be awarded prior to that time, the 60-day period is requested to allow for unforeseen delays.

CANCELLATION

The resulting contract, from this Request for Proposal may be cancelled by the University, for non-compliance with the terms and conditions of any part of the agreement.

INSURANCE

The Contractor shall maintain the following minimum insurance.

Automobile Liability owned, leased, or non-owned autos	\$1,000,000.00
Workman's Compensation	Kentucky State Statutes
Liability	\$ 500,000 one person \$1,000,000 each accident
Property Damage	\$ 500,000 per accident \$ 1,000,000 aggregate

These coverage's and limits are to be considered minimum requirements and shall in no way limit the liability or obligation of the Contractor under this contract. Contractor shall furnish a Certificate of Insurance in evidence of the required coverage.

BID BOND

Each Bidder/offeror shall submit with his or her Proposal/offer a Proposal Bond with good and sufficient surety or sureties acceptable to the University, or other security acceptable to the University, in the form of five percent (5%) of the Proposal price. The acceptance a certified

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check or a letter of credit is an acceptable alternative to a Proposal bond.

The Contractor shall pay all bond premiums.

THE CONTRACT

By submitting a Proposal, the offeror acknowledges that it has read this REQUEST FOR PROPOSAL, understands it and agrees to be bound by its requirements, terms and conditions, and further agrees that the resulting contract will consist of this RFP, any duly issued addenda and the bidder's response will be the complete and exclusive statement of the agreement between the parties. The resulting contract unless otherwise provided herein, can only be modified in writing signed by the selected offeror and NKU. NKU reserves the right to disqualify any Proposals which take exception to the terms and conditions, including but not limited to, standards, specifications, and requirements as specified in this Request for Proposal.

PERMITS

The Contractor shall obtain all permits necessary for any or all parts of the work from the authorities governing such work. The Contractor shall procure building permits, when required but no fee shall be applicable on projects for the Commonwealth. Evidence that such permits have been issued shall be furnished to the Owner before beginning work.

PROPOSAL INSTRUCTIONS

Vendors are to submit **FIVE (5) bound complete copies** of their proposal and **ONE (1) unbound copy that is to be clearly marked as the original**, with original signatures on the required pages. Do not deliver your proposal to any other office. The University reserves the right to accept or reject any or all proposals and to waive informalities or technicalities.

The proposal should be prepared simply and economically, providing a straightforward and concise description of the offeror's capabilities to satisfy the requirements of the Request for Proposal. Emphasis should be on completeness and clarity of content. Attach copies of specification sheets, references, and other supporting documentation.

Any costs incurred by offeror in preparing or submitting offers are the offerors' sole responsibility. The University will not reimburse any offeror for any costs incurred prior to award.

Telegraphic or faxed proposals or modifications of RFP by FAX or e-mail are not acceptable.

PREPARATION AND SUBMISSION OF PROPOSALS

Proposals shall be prepared one sided on 8-1/2" x 11" paper, with all text clear of binding. The text type size shall not be less than a 12 point font. The proposals shall be indexed and all pages sequentially numbered throughout, or by section.

Elaborate graphics and expensive paper and bindings are not necessary, nor encouraged. Neatness, clarity and completeness are what are desired. All text and exhibits should be succinct and relevant to the RFP requirements.

The sealed submittal envelope/package should be clearly marked as follows:

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EXMINATION OF PROPOSAL DOCUMENTS

By submitting a proposal, the Offeror represents that it has thoroughly examined and become familiar with the work required under this RFP and that it is capable of performing quality work to achieve the University's objectives.

REQUIRED SUBMISSIONS

These instructions describe the required format for the Proposal. Proposers may include any additional information deemed pertinent. An identifiable tab sheet must precede each Section for easy reference. All pages, except pre-printed technical inserts, shall be sequentially numbered.

Proposals must address each of the requirements listed below in the same order as listed to be considered responsive. Proposals should reference each identified requirement explaining how the proposer's solution meets the specified requirement.

Narratives should provide a concise description of capabilities to satisfy the requirements of this Request for Proposal.

Emphasis should be on clarity brevity and completeness of response.

All materials submitted in response to this Request for Proposal will become the property of NKU and will not be remitted.

The following list specifies the items to be included in your Proposal. The location of the various Sections must be referenced in the Proposal's Table of Contents, tabbed accordingly, and in the sequence listed:

Table of Contents

Tab	Content
A	Cover Letter
B	Functional Requirements (RFP Responses)
C	Early Alert (RFP Responses)
D	Functional Desires (RFP Responses)
E	Security Responses (RFP Responses)
F	Reporting (RFP Responses)
G	Technical Requirements (RFP Responses)
H	Vendor Reliability/Experience (RFP Responses)
I	Implementation and Support (RFP Responses)
J	Pricing (RFP Responses)
K	Support (RFP Responses)
M	FERPA (RFP Responses)
I	Signed Certifications and Affidavits

PROPOSAL EVALUATION PROCESS

Proposals will be evaluated by a committee of University employees selected for the specific purpose of evaluating submitted proposals. This committee will determine each offeror's responsiveness to the RFP requirements. A proposal shall be determined unresponsive if required information is missing or the proposal deviates from requirements stated herein. The committee will evaluate all proposals objectively and uniformly on the basis of submission requirements, demonstrated ability to perform and the methodology proposed to achieve a successful

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maintenance program. The technical evaluation of the proposals will be by University personnel selected specifically for this evaluation process. The University will then enter into final negotiations to select the finalist and award a Contract.

Although cost will be a major factor in award, primary consideration will be given to your proven capability to perform as described in this RFP.

Any Proposals failing to obtain the minimum points required in any single category may not be eligible for award of contract.

EVALUATION CRITERIA WEIGHTS

Criteria	Weight	Score	Weighted score
score)	(1-5)	(0-10 pts.)	(Weight x
Functionality and usability provided by Tool	5		
Response to RFP functional/technical req.	4		
Experience with similar projects	4		
Cost	3		
Ability to scale to our traffic	4		

ON CAMPUS PRESENTATIONS

After the initial evaluation, formal presentations will be scheduled. Only 3-4 will be requested to provide a formal presentation. We anticipate those presentation/demos will be scheduled May 2012. More details will be provided to those vendors when scheduling to ensure functionality we would like to see is shown during their presentation.

CONFIDENTIALITY

In accordance with KRS 45A.085 Competitive Negotiation, all proposals received or information derived there from remain confidential until a contract is awarded or all proposals are rejected.

ADDENDA/CLARIFICATIONS

Any University changes to this RFP will be made by written addendum. Verbal modifications will not be binding.

Questions or comments regarding this RFP must be in writing and must be received in Procurement Services no later than 12:00 noon on May 20, 2012

CONTACT PERSONNEL

Respondents to this solicitation shall NOT talk to, call, or email anyone at the University about the project, except for the designated University spokesperson as identified herein.

For questions concerning the method of procurement, method of evaluation and general proposal requirements, The proposer's sole point of contact for this proposal is:

Eli Baird
Procurement Services, Bid Specialist
Northern Kentucky University
Lucas Administrative Center, 617
Highland Heights, KY 41099
Phone: 859.572.5266
FAX: 859.572.6995
E-mail: bairdel@nku.edu
URL: <http://procurement.nku.edu>

All requests for technical information shall be submitted in writing to Eli Baird prior to the deadline for submission of questions as detailed in the Notice of RFP Opportunity.

Questions regarding the RFP process may be submitted at any time.

All material clarifications will be issued by Procurement Services by written addenda.

CONTRACT AWARD

Issuance of this RFP and receipt of proposals does not commit the University to award a contract. The contract will be awarded to the firm whose offer best meets RFP specifications, and other facts considered. The University reserves the right to postpone opening for its own convenience, to accept or reject any or all proposals received in response to this RFP, to negotiate with other than selected bidder should negotiations with selected firm be terminated, to negotiate with more than one bidder simultaneously, to cancel all or part of this RFP and to waive any technicalities.

METHOD OF AWARD

It is the intent of Northern Kentucky University to award a contract to the qualified Contractor whose offer, conforming to the conditions and requirements of the RFP, is determined to be the most advantageous to the University, cost and other factors considered.

Proposals will be evaluated strictly in accordance with the requirements set forth in this solicitation, including any addenda that are issued. The University will evaluate proposals as submitted and may not notify Contractors of deficiencies in their responses.

Proposals must contain responses to each of the criteria listed above in sections of this RFP even if the Contractor's response cannot satisfy those criteria. A proposal may be rejected if it is conditional or incomplete in the judgment of the University.

GOVERNING LAW

Contractor shall conform to and observe all laws, ordinances, rules and regulations of the United States of America, Commonwealth of Kentucky, and all other local governments, public authorities, boards or offices. This Agreement shall be governed by Kentucky Law and any claim relating to this contract shall only be brought in Campbell Circuit Court, sitting without jury.

TERMINATION FOR CONVENIENCE

Northern Kentucky University reserves the right to terminate the resulting contract without cause with a 30 day written notice. Upon receipt by the Contractor of “notice of termination” the Contractor shall discontinue all services with respect to the applicable contract. The cost of any agreed upon services provided by the Contractor will be calculated at the agreed upon rate prior to “notice of termination” and a fixed fee contract will be pro-rated (as appropriate).

End – Special Instructions and Conditions

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INSTRUCTIONS TO PROPOSERS
And
TERMS AND CONDITIONS
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SECTION 1 – DEFINITIONS

1. **Addenda** – are written or graphic instructions issued by Northern Kentucky University (NKU) prior to the execution of the contract which modify or interpret the bidding documents by addition, deletions, clarification, or corrections.
2. **Alternate** – is an amount stated in the Bid Proposal to be added to or deducted from the amount of the base Bid if the corresponding change in project scope or materials or methods of construction described in the Bidding Documents is accepted. If the University designated Alternates are considered in the award, the Alternate(s) will be accepted in the sequence listed on the Bid form, and the lowest bid sum will be computed on the basis of the sum of the base bid and any Alternated accepted, within the budgeted amount.
3. **Bid** – is the sum stated in the Bid Proposal for which the Proposer offers to perform the work described in the specifications and detailed on the drawn plans.
4. **Bidder** – is one who submits a bid directly to the University for the work described in the Bidding Documents.
5. **Bidding Documents** – include the Notice of Bid Opportunity, Invitation for Bid or Request for Proposal, Instructions to Bidders, Bid Proposal forms, other sample bidding and contract forms and the proposed Contract Documents including General Conditions, Special Conditions, Plans and Specifications, any Addenda issued prior to receipt of Bids.
6. **Bid Proposal** – is a complete and properly signed document, proposing to do the work or designated portion thereof for the sums stipulated therein supported by data called for by the Bidding Documents.
7. **Construction Manager** – means entity employed by the University under a separate contract, to provide professional and managerial services to the project.
8. **Consultant** – means the person or the entity, either Architect, Engineer or other Consultant, who is identified as such in the Contract Documents.
9. **Foreign Corporation** – refers to a corporation for profit, organized under the laws other than the laws of the Commonwealth of Kentucky.
10. **K.A.R.** – Kentucky Administrative Regulations; regulations that are promulgated by state agencies to enhance and clarify procedures that are authorized by a specific statute. After public review and acceptance by the agency, the regulations effectively become law until rescinded or revised by the agency.
11. **KRS References**- means the “Kentucky Revised Statutes” adopted by the Commonwealth of Kentucky including all laws and related regulatory that may have been revised, amended, supplemented or new laws enacted.
12. **NKU** – Northern Kentucky University
13. **Lump Sum** - Single total amount for Work; not consisting of several smaller amounts
14. **Notice of Intent to Award** – is a written letter issued to the apparent successful contractor after acceptance of bid price, unit prices, subcontractors and equipment and materials to

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inform them of such acceptance and request the required additional documentation to initiate the Contract. This is **not** an authorization to proceed.

15. **Notice of Award letter** – is a written letter that establishes the contract for the completion of the Work. It is issued after all required certificates of insurance, bond forms, regulatory and compliance approvals, certifications and other required documents are submitted to the satisfaction of the University. This IS the “Notification to Proceed”. A purchase order will be issued subsequent to the issuance of the “Notice of Award” and is required prior to the first billing.
16. **Owner** – is Northern Kentucky University, a statutory body corporate existing pursuant to Sections 164.100 et seq. of the Kentucky Revised Statutes.
17. **Prime Contract** - Contractor will have [full responsibility](#) for the Work.
18. **Proposal** – is a response to a Request for Proposal for work on which award is based on other factors in addition to cost.
19. **Project** – The total Construction, of which the Work performed under the Contract Documents, may be the whole or a part, and which may include Construction by the Owner or by separate Contractors.
20. **Project Manager** – The employee designated by the University to oversee the design and construction processes associated with a Construction or Maintenance Project.
21. **Purchasing Agency** – is Northern Kentucky University (NKU) – Procurement Services, Lucas Administrative Center, Suite 617, 1 Nunn Drive, Highland Heights, Greater Cincinnati, 41099
22. **Purchasing Official** – is the University’s authorized representative to enter into and establish contracts.
23. **Responsible Bidder** – shall mean a person who has the capability in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance. See KRS 45A.070(6).
24. **Responsive Bidder** – shall mean a person who has submitted a Bid which conforms in all material respects to the Invitation for Bids, so that all bidders may stand on equal footing with respect to the method and timeliness of submission and as to the substance of any resulting contract. See KRS 45A.070(7).
25. **Schedule of Values** – A zero-dollar Certification of Payment (i.e., invoices), completed shortly after the beginning of a Construction Contract, which outlines the labor and material components of the Contract amount, usually by specification division. When approved by the Contractor, Project Manager, and the Architect-Engineer (if employed). This document becomes the basis for all Applications for Payment.
26. **Unit Price** – is an amount stated in the Bid as a price per unit of measurement for materials or services as described I the bidding documents.
27. **Work** – Includes the construction and services required by the Contract Documents, whether completed or partially completed, and includes all labor, supervision, materials, equipment, services, and things provided or to be provided by the Contractor to fulfill the Contractor’s obligations.

SECTION 2 – PROPOSER’S REPRESENTATIONS

The Proposer by submitting a Response to an RFP, represents and warrants that:

1. The RFP Documents have been read and understood and the Proposal is made in accordance therewith.

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2. The site of the proposed work has been visited and carefully examined and the Proposer is aware of and understands the local conditions under which the work is to be performed. Failure to make this required inspection before submitting a Proposal will be taken as acceptance by the contractor of the conditions as they exist in the field, whether shown on the drawings or noted in the specifications, and as shown on NKU's drawings and noted in the specifications. No subsequent claims for extra compensation arising from existence of discrepancies between actual conditions and those shown on drawings and/or noted in specifications will be considered.
3. The Proposal submitted is premised upon furnishing the work required by the RFP documents without exception.
4. That the plans and specifications contained in the RFP Documents have been carefully examined and determined by the Proposer to be accurate as well as adequate and sufficient from which to submit a response to an RFP and from which to perform the Work.

SECTION 3 – BIDDING DOCUMENTS

1. Availability of Bidding Documents
 - A. Proposers, Sub-Proposers, Subcontractors, and others may obtain Proposal Documents from Procurement Services or by downloading from the Procurement Services web page at <http://procurement.nku.edu/bids/current1.php>
 - B. Complete sets of Proposal Documents shall be used in preparing Proposals. The University assumes no responsibility for misinterpretations resulting from the use of incomplete sets of proposal documents.
 - C. The University, in making copies of the Proposal Documents available on the above terms, does so only for the purpose of obtaining Proposals on the work and does not confer a license or grant for any other use.
2. Accuracy of RFP Documents
 - A. The RFP Documents are complementary and are issued for the convenience of the Proposers. NKU assumes no responsibility for the correctness of said documents. Each Proposer should review the documents for errors or inaccuracies that may affect the scope of work implied.
 - B. All Proposers shall, upon examination of bidding Documents promptly notify the University's Purchasing Official of any ambiguity, inconsistency or error that they may discover upon examination of the Bidding Documents and/or of the site and local conditions.
3. Questions, Interpretations
 - A. All questions regarding the meaning or interpretation of the Bidding Documents shall be directed in writing to the Purchasing Official. Questions received less than seven (7) calendar days prior to the date for receipt of Bids may not be answered.
 - B. Questions will be accepted from prospective Proposers and should be submitted in a timely manner to the Procurement Officer only. E-mail submission of questions is

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preferable, but questions will also be accepted by mail or facsimile to the Procurement Officer. The Procurement Officer will decide whether an answer can be given before the closing date, based on the availability of time to research and communicate an answer. Answers to all substantive questions that have not previously been answered. And are not clearly specific only to the requestor, will be distributed to all vendors who are known to have received a copy of this RFP.

- C. Any interpretation, correction or change of the Bidding Documents will be made by Addendum, issued by the Purchasing Official. Interpretations, corrections or changes of the Bidding Documents made in any other manner will not be binding and Proposers shall not rely upon such interpretations, corrections and changes.

4. Materials, Equipment

- A. The materials, products and equipment detailed, described or referenced to manufacturers' or vendors' names, trade names, catalogue numbers, etc., are intended to establish a standard of required function, dimension, appearance and quality.
- B. Material, article or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article or equipment so proposed is, in the sole opinion and judgment of the University, of equal substance and function and approved by the Purchasing Official.

5. Addenda

- A. Addenda will be mailed or delivered to all who are known by NKU Procurement Services to have requested and were furnished Bidding Documents.
- B. Addenda are always posted on the Procurement Services website: <http://access.nku.edu/purchasing>.
- C. Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose
- D. No Addenda of a material nature will be issued later than five (5) working days prior to the date for receipt of bids, except for postponing the date for receipt of bids or withdrawing the invitation for Bid or Proposal.
- E. Each Proposer shall ascertain, prior to submitting his Bid or Proposal that he has received all Addenda issued by Procurement Service for the particular bid invitation. The Proposer shall acknowledge receipt of all Addenda in the Form of Proposal, or by separate letter to the Purchasing Official which is received at or prior to the hour and date specified for receipt for Bids.
- F. It shall be the sole responsibility of the Proposer who received the Addendum, to insure that all of the appropriate Sub-bidders and Sub-contractors are notified in respect to the information contained in the Addendum.

SECTION 4 – PRE-PROPOSAL CONFERENCE AND SITE VISIT

None

SECTION 5 – BIDDING PROCEDURES

1. Bid Security. Where specified in the Notice of RFP Opportunity or Request for Proposal, the Proposer shall furnish a Bid guarantee in the required form of not less than five percent (5%) of the Bid amount. This Bid security secures the Proposer's promise (i) to enter into a contract on the terms stated in the Bid proposal, and (ii) if required, to furnish bonds covering the faithful performance of the contract and payment of all obligations thereunder. Should the Proposer refuse to enter into a contract or fail to furnish the required performance and payment bonds, the amount of the Bid security shall be forfeited to the Owner as liquidated damages, not as a penalty.
 - A. The Purchasing Official will retain the Bid security of Proposers until either (i) the contract has been executed and bonds have been furnished, or (ii) the specified time has elapsed so that Bids may be withdrawn, or (iii) all Bids have been rejected.
 - B. The completed University Official Bid Document, the Bid Security, and any support data required to be submitted with the Bid shall be enclosed in a sealed envelope. The envelope shall be addressed to Procurement Services and shall be identified with the Proposer's name and address, the sealed RFP invitation number, closing date. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "BID ENCLOSED" on the face thereof. NOTE: USPS Zip Code is 41099, other carriers should use Newport, 41076.
3. Timeliness of Proposals. RFP's shall be delivered to Suite 617, Lucas Administrative Center prior to the official time and date for receipt of Proposal indicated in the advertisement of Request for Proposal, or any extension thereof made by Addendum. The "official time" refers to the time as indicated by the time date clock located in the reception area of Suite 617. RFP's are always opened at 2:00 PM local time.
4. Request for Proposal responses are always due at 2:00 PM local time.
5. Late Bids. Bids received after the official closing time and date for receipt of Bids may be considered for evaluation and award only if: (i) no other Bids were received within the legal advertisement period; and (ii) the re-advertisement time delay would seriously affect the operations of the Owner; and (iii) in the judgment of the Purchasing Official, the Bid was finalized prior to the official closing time and date for receipt of bids. The Proposer shall assume full responsibility for timely delivery at the location designated for receipt of bids.
6. RFP's Not In Writing. Oral, e-mailed, telephonic, or telegraphic RFP's or changes in RFP's by such methods are not permitted and will not receive consideration.
7. RFP's Withdrawn. RFP's may be withdrawn prior to the closing time and date for receipt of RFP's by: (i) a properly identified representative of the Proposer whose name appears on the RFP envelope, or (ii) by written request by an authorized representative of the Proposer, received by Procurement Services prior to the RFP closing date and time. Withdrawn RFP's may be resubmitted up to the closing time designated for the receipt of RFP's.
8. RFP's Remain Open. During the stipulated time period following the time and date designated for the receipt of RFP's an RFP shall remain open for the Owner's acceptance. During this period the RFP may not be modified, withdrawn or canceled by the Proposer, without the Bid security being subject to forfeiture and the suspension of the Proposer's future bidding privileges.

BID SUBMISSION

Proposals are to be submitted by the date and time specified in the Project Schedule. The due time is always 2:00 pm local time.

Submit to:

Procurement Services
Northern Kentucky University
Lucas Administrative Center, Suite 617
1 Nunn Drive
Highland Heights, KY 41099

NOTE: USPS Zip Code is 41099, other carriers should use Newport, 41076.

SECTION 6 – CONSIDERATION OF BIDS

1. Bid Opening. Unless stated otherwise in the Notice of RFP Opportunity or Request for Proposal, all properly identified timely RFP's will be publicly opened, reviewed (for conformance with Bid submittal requirements) and if properly executed and complete, read aloud. All Bids opened and read will be listed on the official Bid tabulation which will be made available to all Proposers on the Procurement Services website.
2. Request for Proposal responses are due at the appointed time but are not opened and read. They are first checked for responsiveness and then forwarded to the evaluation committee.
3. Waiver of Irregularities/Rejection of Bids. The right to cancel the Invitation to Bid, to reject any and all Bids, and to waive technicalities and minor irregularities in Bids is maintained and preserved in all Invitations for Bids issued by NKU when such action is determined to be in the best interest of NKU.
4. Grounds for Rejection. Grounds for the rejection of Bids or RFP's include, but shall not be limited to:
 - A. Failure of a Bid to conform to the essential requirements of the Invitation for Bid/Request for Proposal;
 - B. Any bid which does not conform to the specifications contained or referenced in any Invitation for Bid/Request for Proposal shall be rejected unless the invitation authorized the submission of alternate Bids and the items offered as alternates meet the requirements specified in the invitation;
 - C. Any Bid which fails to conform to the delivery or completion schedule established in the Bidding Documents;
 - D. A Bid imposing conditions or qualifications which would modify the terms and conditions of the Invitation for Bid/Request for Proposal, or limit the Proposer's liability to the Owner in a manner inconsistent with the provisions of the Bidding Documents;
 - E. Any Bid determined by Procurement Services in excess of funds available.
 - F. Failure to furnish a Bid security in accordance with the requirements of the Notice of RFP Opportunity or Request for Proposal.
 - G. For other cause as documented by the Purchasing Official pursuant to a written determination and finding.
 - H. Bids received from Proposers determined by the Purchasing Official to be non-responsive Proposers.
5. Minor Irregularities. Minor irregularities or technicalities in a Bid may be waived by the

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Purchasing Official on behalf of the University when all of the following circumstances are present:

- A. The Purchasing Official determines that it will be in the University's best interest to do so; and the technicalities or irregularities are mere matters of form not affecting the material substance of a Bid;
 - B. Represent an immaterial deviation from, or variation in the precise requirements of the advertisement for Bids or Invitation for Bid, and have no effect on price, quality, quantity or delivery of supplies or performance of services being procured; and, the correction or waiver of the technicality or irregularity will not affect the relative standing of, or prejudice, other Proposers. If the University does not waive technical deficiencies and irregularities, the deficient Bid shall be rejected.
6. Competitive Negotiation. The University reserves the right to exercise the provisions of KRS 45A.090 regarding competitive negotiation when it is considered to be in the best interest of the University.

It is the intent of the Purchasing Official to award a contract in due course and after a reasonable Bid evaluation period to the Responsive and Responsible Proposer offering the best value to the University, provided the acceptable Bid sum is within budgeted funds. In the event that all bids submitted result in prices in excess of funds available, NKU may enter into competitive negotiations subject to the guidelines and restrictions of KRS 45A.090.

7. Rejection of Alternate Bids. The University reserves the right to accept or reject any or all alternate Bids if provided for in the Bid Documents. If alternates designated by the University are considered in the award, the alternate(s) will be accepted in the sequence in which they are listed on the Bid proposal form and the lowest Bid sum will be computed on the basis of the sum of the base Bid plus and/or minus any alternates accepted.

SECTION 7 – QUALIFICATION OF BIDDING CONTRACTOR

1. Proposer Responsibility. All Proposers may be required to supply the information requested on the Contractor/Proposer Determination of Responsibility Questionnaire. The apparent low Proposer will be supplied this document at the post Bid review of the Bid submittal document. The information required by this document must be completed by the Proposer and returned to the University Purchasing Official within a reasonable time as determined by the University. In most cases the information should be completed and returned in no more than five (5) working days after the Bid submittal. The information provided will be used to determine whether the Proposer is "responsible" as defined by KRS 45A.070(6), and verify that the Proposer has the experience, qualifications and resources required to provide the quality workmanship, materials and services necessary to complete the project being Bid. In addition to the information required by the Questionnaire, the Proposer agrees to provide any additional information that may be necessary for determination of contractor responsibility, as defined by the Kentucky Model Procurement Code. The determination of contractor responsibility will not be made until the Proposer has provided a sworn statement made under penalty of perjury that he has not knowingly violated any provision of the campaign laws of the Commonwealth and that the award of a contract to a Proposer or offeror will not violate any provision of the campaign finance laws of the Commonwealth. The sworn statement required is included in the Form of Proposal.

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2. Inquiries. The Purchasing Official shall have the right to make any inquiry deemed necessary to determine the ability of the Proposer to perform the work in a prompt and efficient manner and in accordance with the contract Documents. The failure of a Proposer to promptly supply information in connection with the Purchasing Official's inquiry may be grounds for a determination that such Proposer is nonresponsive.
3. Rejection. The right is reserved to reject any Bid where an investigation and evaluation of the Proposer's qualifications would give reasonable doubt that the Proposer could perform prompt and efficient completion of the work in accordance with the requirements with the Contract Documents.

SECTION 8 – AWARD OF CONTRACT

1. The issuance of an award of the Contract is contingent upon (i) securing an acceptable Response that is responsive and from a responsible Proposer and is within the amount of budgeted funds and (ii) determining that the award of Contract will be in the best interest of Northern Kentucky University.
2. Unless otherwise provided in the Bidding Documents, the resulting contract will consist of the Invitation for Bid with any issued addenda, drawings, specifications, the Proposer's submitted Form of Proposal and the Notice of Award letter.
3. The Contract between Northern Kentucky University and the Contractor will be final and binding when the parties have executed the Agreement between the Owner and Contractor.
4. Final award of Contract will be made on the basis of the lowest, responsive and responsible bid which offers the best value.
5. The University reserves the right to negotiate and award Contracts as allowed under KRS 45A.090 should all responsive Bids exceed available funds.

SECTION 9 – BASIS LEGAL REQUIREMENTS

1. Forms Required. An Authentication of Bid, Statement of Non-collusion and Non-conflict of Interest documents are bound with and included as part of the Form of Proposal. The Proposer is required to sign that document and submit it as part of the Bid. Failure to comply with these requirements shall invalidate the Bid. *Note: This form must be notarized.*
2. Foreign Corporations.
 - A. Foreign Corporations are defined as corporations that are organized under the laws other than the laws of the Commonwealth of Kentucky. Foreign Corporations doing business within the Commonwealth of Kentucky are required to be registered with the Secretary of State, New Capitol Building, Frankfort, Kentucky and must be in good standing.
 - B. The Foreign Corporate Proposer, if not registered with the Secretary of State at the time of the Bid submittal, shall be required to become registered and be declared in good standing prior to the issuance or receipt of a contract.
 - C. Domestic Corporations. Domestic corporations are required to be in good standing with the requirements and provisions of the Office of the Secretary of State.

SECTION 10 – TAXES

1. Not Tax-Exempt.
 - A. Proposers are informed that construction contracts for Northern Kentucky University are not exempt from the provisions of the Kentucky Sales and/or Use Tax. The Proposer shall include in the lump sum bid and the Contractor shall pay sales, consumer, use and similar taxes for materials, equipment and supplies incorporated into the Work unless otherwise specified in the Bid Documents.
 - B. Northern Kentucky University, through the Commonwealth of Kentucky, is entitled to exemption from Federal Excise Tax. All Prime Proposers or Sub-Proposers shall take this into consideration in their Bid.
2. Liability for Employee-Related Taxes. The Proposer and Subcontractors will be required to accept liability for payment of all payroll taxes or deductions required by local, state and federal law, including but not limited to old age pension, social security or annuities. Worker's Compensation Insurance shall be carried to the full amount as required by Kentucky Statutes. The Proposer shall be in full compliance with KRS Chapters 341 and 342.

Note: Northern Kentucky University was annexed by the City of Highland Heights in 2008. All contractors performing work for NKU must possess a Campbell County Occupational License and a City of Highland Heights Occupational License (administered by Campbell County) and must also pay applicable payroll taxes. For further information call 859.292.3884 or log onto: <http://www.campbellcounty.ky.gov/countiesservices/occllc/default.htm>.

SECTION 11 - PLANHOLDERS

1. Intent to Submit a Bid. A request for Bid Proposal and Bid Documents by a General Contractor will be considered as intent to submit a Bid. The Proposer's name will appear on the planholder's list showing all planholders and will be forwarded all Addenda issued. In the event the planholder elects not to submit a Bid, it is requested that notification of such fact be furnished to Northern Kentucky University Procurement Services prior to the closing date for receipt of Bids.
2. Planholder and Addenda Listing. The published planholder and Addenda listing is for general information purposes and the exclusion or inclusion of any firm in no way constitutes and/or implies approval or disapproval of the qualifications of any Proposer, Subcontractor, material or equipment supplier. If the Proposer or planholder notes non-receipt of any of the listed Addenda, it shall be their responsibility to obtain missing copies from Procurement Services or review same at any of the designated reporting agencies offering the Bid Documents for review.

SECTION 12 – ANTI-KICK BACK

All Proposers shall comply with the Copeland "Anti-Kick Back" Act (18 USC 874) as supplemented in the Department of Labor Regulations (29 CFR, Part 3). This Act provides that each Proposer, subcontractor or subgrantee is prohibited from inducing, by any means, any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he is otherwise entitled.

SECTION 13 – COMPLIANCE WITH KENTUCKY’S COMPENSATION & UNEMPLOYMENT INSURANCE LAWS KRS 45A.480

The successful contractor will be required to assure, by affidavit, that all contractors and subcontractors employed, or will be employed, under the provisions of the contract shall be in compliance with Kentucky requirements for Worker’s Compensation Insurance according to KRS Chapter 342 and Unemployment Insurance according to KRS Chapter 341.

SECTION 14 – PROTESTS

Any Proposer who wishes to protest or object to any award made or other decisions Pursuant to this IFB may do so only in writing to the Director of Procurement Services.

SECTION 15 – WEAPONS-FREE ZONE

The possession of, use or storage of any firearm, ammunition, explosive device (including fireworks), or other deadly weapon in any form is prohibited on any Northern Kentucky University property or in any facility or on any property owned, leased, or operated by the University, except as permitted by law (K.R.S. 527.020).

“Weapons” include, but are not limited to, martial arts weapons, knives (other than those necessary for cooking or approved university activities, including ROTC), bows and arrows, air guns, shot guns, BB guns, and “deadly weapons” as defined by KRS 500.080(4).

SECTION 16 - NKU CLEAN AIR ACT

For the purpose of this policy: “smoking” is defined as burning any type of tobacco product including, but not limited to, cigarettes, cigars, cigarillos, bidis, and pipes; and “facility” is defined as any structure(s), building(s), area, site, place or property under the supervision and/or control of Northern Kentucky University.

The Northern Kentucky University Highland Heights campus shall be designated as non-smoking within all common pedestrian areas, such as the Loch Norse area, Norse Commons, University Plaza and other highly populated areas, unless otherwise stipulated in this policy. Further, the campus shall be designated as nonsmoking within a thirty-foot (30) perimeter of all campus facilities, unless otherwise stipulated as a smoking area in this policy. Smoking shall be prohibited in all campus buildings and outside in areas of the campus where non-smokers cannot avoid exposure to smoke.

This smoking ban also includes all tunnels, service areas, equipment rooms, mechanical rooms, electrical rooms, penthouses and building roofs

The six designated smoking areas are: 1) the south entrance of the lower level of Landrum Hall; 2) the north entrance of the Applied Science & Technology Building; 3) the east entrance of the University Center on the ground floor; 4) near the Sun Dial in the University Plaza; 5) the Herman Science Center plaza; 6) the south side of Health Center.

SECTION 17 – NKU – SAFETY

The University strives to continuously maintain both a safe and secure work environment for its students, employees, and the employees of all Contractors assigned to our campus. Therefore, it is essential the following criteria be met by all Contractors (and all their subcontractors) working

at NKU.

The Contractor shall furnish the University with written documentation that verifies each of their employees working on the property of the University has cleared a background check, has no felony convictions, is not a sex offender, and has the legal right to work in the United States.

SECTION 18 - CONTRACTOR PRESENCE ON CAMPUS

Contractor agrees that all persons working for or on behalf of the Contractor whose duties bring them on campus shall obey the rules and regulations that are established by the University and shall comply with the reasonable directions of the University's officers. Contractor's employees shall not use existing areas where not required to perform the work.

Contractor shall be responsible for the acts of his employees and agents while on campus. Accordingly, Contractor agrees to take all necessary measures to prevent injury and loss to persons or property located on campus. Contractor shall be responsible for all damages to persons or property caused by Contractor or any of his agents or employees. Contractor shall promptly repair any damage that he, or his employees or agents may cause to the campus or to University equipment.

SECTION 19 -- INDEPENDENT CONTRACTOR

The Contractor is engaged as an independent Contractor and shall be responsible for any federal, state and local taxes and fees applicable to payments hereunder.

SECTION 20 -- USE OF FACILITIES

Contractor or his employees shall have the right to use only those University facilities that are necessary to perform services under this contract.

SECTION 21 --ASSIGNMENT:

Neither party to the contract shall assign the contract, or any portion thereof without the written consent of the other, nor shall the Contractor assign any monies due or to become due to him hereunder without the previous written consent of the Owner.

SECTION 22 --USE OF NAMES AND LOGOS IN ADVERTISING:

Contractor agrees not to make reference to this Contract, use the University's name in any advertising or promotion, or use any University logos without the expressed written consent of the University.

SECTION 23 --INDEMNIFICATION:

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, the Architect/Engineer and their agents and employees from and against all claims, damages, losses and expenses, including attorney's work, provided that any such claim, loss, damage or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting there from, and (b) is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not is caused in part by a party indemnified hereunder. This basic obligation to indemnify shall not be construed to nullify or reduce other indemnification rights which the Owner would otherwise have.

SECTION 24 -- LAW, FORM AND FORUM:

Terms and provisions of this contract shall be construed in accordance with the laws of the Commonwealth of Kentucky. Any legal action entered against the University on the Contract by the Contractor shall be brought in the Campbell County Circuit Court, Commonwealth of Kentucky, and shall be tried by the court sitting without a jury. All defenses in law or equity, except the defense of government immunity, shall be preserved to the University.

SECTION 25 – DRUG FREE WORKPLACE:

Northern Kentucky University is a drug-free and alcohol-free workplace, and all employees of Contractors and subcontractors are subject to this policy while working on University property. If there is verifiable suspicion or probable cause that an employee of the contractor or subcontractor is under the influence of drugs or alcohol, the University reserves the right to require the Contractor to have the employee tested immediately at no expense to the University. If the test results are positive the employee will be prohibited from working on University property for a period of one (1) year from the positive test, or the duration of the project, whichever is longer. The banned employee of the Contractor must pass a drug and alcohol test before working again on university property.

SECTION 26 --FORCE MAJEURE:

Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

SECTION 27 – CORRELATION AND INTENT OF CONTRACT DOCUMENTS

1. Execution of the Contract by the Contractor is a representation that the Contractor has thoroughly and carefully examined the site of the of Work, investigated and understands all conditions which can affect the Contractor has inspected all documents and finds the documents to be adequate to complete the Work. It is the responsibility of the Contractor to be familiar with and comply with all Federal, State, and local laws, ordinances, and regulations which might affect those engaged in the Work, and to be familiar with the materials, equipment, or procedures used in the Work, or which in any other way could affect the completion of the Work. Any failure by the Contractor or any Subcontractor or material supplier to properly familiarize themselves with the proposed Work shall not relieve the Contractor from the responsibility for completing the Work in accordance with the Contract Documents.
2. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. Labor or materials which are necessary to produce the desired result, even though not specifically mentioned in the Contract Documents, shall be included in the Work.
3. The Contract Documents are complementary, and what is required by one shall be binding as if required by all. In case of conflicts between the various documents, the order of precedence will be as follows: (1) Addenda, (2) Special Conditions, (3) General Conditions, (4) Technical provisions of the Specifications and (5) Drawings and exhibits.

SECTION 28 – TERMINATION OF CONTRACT FOR DEFAULT ACTION OF

CONTRACTOR

1. The University may terminate the contract upon the occurrence of any one or more of the following events:
 - A. If the Contractor refuses or fails to prosecute the Work (or any separable part) with such diligence as will insure its completion within the agreed upon time; or if the Contractor fails to complete the Work within such time;
 - B. If the Contractor is adjudged a bankrupt or insolvent, or makes a general assignment for the benefit of creditors, or if the Contractor or a third party files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or similar laws concerning the Contractor, or if a trustee or receiver is appointed for the Contractor or for any of the Contractor's property on account of the Contractor's insolvency, and the Contractor or its successor in interest does not provide adequate assurance of future performance in accordance with the Contract within 10 days of receipt of a request for assurance from the Owner;
 - C. If the Contractor repeatedly fails to supply sufficient skilled Workmen or suitable materials or equipment;
 - D. If the Contractor repeatedly fails to make prompt payments to Subcontractors or suppliers at any tier, or for labor, materials or equipment;
 - E. If the Contractor disregards laws, ordinances, rules, codes, regulations, orders or similar requirements of any public entity having jurisdiction;
 - F. If the Contractor disregards the authority of the Consultant or the Owner;
 - G. If the Contractor performs Work which deviates from the Contract Documents, and neglects or refuses to correct rejected Work; or
 - H. If the Contractor otherwise violates in any material way any provisions or requirements of the Contract Documents.
2. Once the Owner determines that sufficient cause exists to justify the action, the University may terminate the Contract without prejudice to any other right or remedy the University may have, after giving the Contractor and its Surety three days notice by issuing a written Declaration of Default. The Owner shall have the sole discretion to permit the Contractor to remedy the cause for the contemplated termination without waiving the University's right to terminate the contract.
 - A. In the event that the Contract is terminated, the University may contract with another to take over and complete the Work on the Contract. If the unpaid balance of the Contract Price exceeds the direct and indirect costs and expenses of completing the Work including compensation for additional professional and Consultant services, such excess shall be used to pay the Contractor for the cost of the Work it performed and a reasonable allowance for overhead and profit. If such costs exceed the unpaid balance, the Contractor or the Contractor's Surety shall pay the difference to the Owner. In exercising the Owner's right to prosecute the completion of the Work, the Owner shall have the right to exercise its sole discretion as to the manner, methods, and reasonableness of the costs of completing the Work and the Owner shall not be required to obtain the lowest figure for Work performed in completing the Contract. In the event that the Owner takes bids

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for remedial Work or completion of the Project, the Contractor shall not be eligible for the award of such Contract.

- B. The Contractor shall be liable for any damage to the Owner resulting from the termination or the Contractor's refusal or failure to complete the Work, and for all costs necessary for repair and completion of the Project above the amount of the Contract. The Contractor shall be liable for all attorney's fees, costs and expenses incurred by the Owner to enforce the provisions of the Contract.
- C. In the event the Contract is terminated under this Article, and it is determined for any reason that the Contractor was not in default under the provisions of this ARTICLE, the termination shall be deemed a Termination for Convenience of the Owner.

SECTION 29 --INSURANCE:

The Contractor shall maintain the following minimum insurance.

Automobile Liability	\$1,000,000
<i>To include all vehicles and equipment owned or non-owned for use on the project.</i>	
Workman's Compensation	Kentucky State Statutes
Public Liability	\$ 500,000 one person \$1,000,000 each accident
Property Damage	\$ 500,000 per accident
\$1,000,000 aggregate	

These coverage's and limits are to be considered minimum requirements and shall in no way limit the liability or obligation of the Contractor under this contract. Contractor shall furnish a Certificate of Insurance in evidence of the required coverage. The coverages are to remain in effect for the duration of any contract.

Actual Certificates of Insurance naming Northern Kentucky University as "additional insured" will be required prior to commencement of work on campus.

The required amounts of insurance are to be maintained during the life of the contract and it is the Contractor's responsibility to insure that current certificates of insurance are on file with the University.

End - Instructions to Proposers

NORTHERN KENTUCKY UNIVERSITY

Enrollment Retention/Intervention Management Software

1) Background –

BRIEF DESCRIPTION OF THE UNIVERSITY

Northern Kentucky University (NKU), a public university founded in 1968, is located in Highland Heights, Kentucky and is part of the Cincinnati Metropolitan Region. It serves approximately 16,000 students, of which about 85% are undergraduates. Students come from 42 states and 53 countries, and enrollments have been growing year after year. The university offers 70 bachelor's degrees, 6 associate degrees, 22 graduate programs, a Juris Doctor, a Doctor of Education in Educational Leadership, and a Doctor of Nursing Practice. The university is served by more than 2,000 employees of whom 532 are full-time faculty. It has a satellite campus about 40 miles from the main campus and a corporate training/conference center located near the airport. The university is known for its public engagement work and has close ties to the business, government, and non-profit entities in the region as well as to the region's P-12 and post-secondary schools. Its vision is "to be nationally recognized as the premier comprehensive, metropolitan university that prepares students for life and work in a global society and provides leadership to advance the intellectual, social, economic, cultural, and civic vitality of its region and of the commonwealth." As a public institution, the university works with the Council on Postsecondary Education, Kentucky's coordinating board for higher education.

2) Purpose of RFP –

To assist in the accomplishment of this mission, the University is seeking an Enrollment Retention/Intervention Management software solution to help manage student lifecycles at NKU by providing the real-time retention data. The software will be used to identify high-risk students based on defined criteria and allow NKU to intervene with targeted relationship management and counseling opportunities and track retention/intervention outcomes. Another function of the tool that NKU desires is the ability to help identify populations of students who may not appear at risk upon enrollment at the university, but because of academic and/or personal challenges, could end up being considered 'at risk.' NKU uses the phrase "at risk" generically as a student's risk level for departure could change at any time. As a result, the tool can evolve to direct and redirect interventions based on data.

- 3) NKU is seeking a software solution that possesses the ability to be both a "free-standing" product and possess the ability to integrate within another product (e.g. blackboard building block).

ATTACHMENT B SCOPE OF WORK AND BACKGROUND

A. Mandatory Requirements

Please confirm that your proposal will satisfy each of the following requirements.

- i. Software provides a secure depository for all records which must remain confidential and comply with HIPAA and FERPA requirements, if applicable.

ii. Software is designed to provide secure communication between faculty, staff, and students allowing for sharing of sensitive information related to intervention activities.

iii. Software licensing is based on either an unlimited site or a tiered-user license model with no per-user incremental cost.

iv. Company has been in the business of providing services to higher education institutions such as (or related to) those set forth in this document for at least four years.

4) Functionality and Services to be provided

Each requirement contains a requirement description and response description. A response should be given for each requirement description to be accepted.

Functional Requirements

Req. No.	Requirement Description	Response Y/N	Response Description
1.	Does the tool have a student interface/portal?		
2.	Scheduled communications—does the system allow for the administrator/end user to schedule emails, texts		
3.	Triggered communications—will changes in a student’s record trigger a communication to the student? To the student’s support network?		
4.	Date of a service, i.e., if the system defaults to ‘today’s date’, can the user change the date to accurately reflect when the interaction occurred?		
5.	Photo upload, either batch or allows each user to upload own photo (faculty/staff)—elaborate on how photos are uploaded into the system		
6.	How are students grouped or segmented into specific/targeted populations?		
7.	Search capability—describe how searches are conducted within the system (student search, alpha order within segments, class, overall...)		
8.	Ad hoc communications, How are i.e. communications sent via the system without creating a communication plan. Write and Send functionality		
9.	Describe how the system interfaces with outlook, email, calendar		
10.	Is it possible to attach documents to scheduled, triggered and ad hoc communications?		
11.	How is an administrator/end user able to track student progress?		

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Req. No.	<i>Requirement Description</i>	Response Y/N	Response Description
12.	Overview of student—How visible/accessible is the ‘big picture’ of student progress, contact information, etc.		
13.	Does the system provide note type security? for example, users can only view notes they have security privileges for		
14.	Is the system customizable? May we rename fields, tabs, interface (i.e. NKU colors, logos, etc)		
15.	Is each institution able to utilize its own unique predictive model information or does the system rely on a pre-set predictive model?		
16.	Is there the ability to see student’s schedule, mid-term grades?		
17.	Is there the ability to sort using mid-term grades ?		
18.	Describe the ability of the system to map and upload data from numerous systems		
19.	Describe the ability for anyone on campus to add a note to a students record or indicate an interaction without that person necessarily being in that student’s ‘network’ and without that person seeing all the notes/interactions with that student		
20.	Personal factors—can an end user select personal factors that could positively or negatively impact retention via a drop down? Are the personal factors customizable to institution?)		
21.	Can a service provider associate add another provider to a student’s network?		
22.	Describe the ease with which an administrator is able to set and view various levels of permissions---toggle back and forth?		

Early Alert

Req. No.	Requirement Description	Response Description
1.	Describe the standard fields available to faculty/staff making referrals through the Early Alert system? Are they customizable? Please explain.	
2.	Can students be identified in a batch by the faculty/staff member? Can that batch assignment also include student name, student ID, reason for referral, date of referral, name of referrer, and their e-mail address, and department?	
3.	Does the system provide notification to referrer that submission was successful?	
4.	Can the product provide e-mail notification to student that they have been referred along with reason for referral?	
5.	Does the product have the ability to export referral data into an spreadsheet/database for querying and reporting?	
6.	Can existing system accept an import of current early alert data (legacy system)?	
7.	Does the system have the ability to query and report all follow-up information on a particular referral?	
8.	Does the system have the ability to assign a referral to specific staff person?	
9.	Does the system have the capability to add additional student contact information (e-mail, cell phone, local phone) to referrals (by the practitioner assigned to work with the student)?	
10.	Does the system have the ability to enter and edit contact notes with date, type of contact, and staff assignment?	

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Req. No.	Requirement Description	Response Description
11.	Does the system possess the ability to respond back to person making a referral via email?	
12.	Does the system have the ability to track activity with student such as: <ul style="list-style-type: none"> • Type of contact with (dropdown)? • Who contact was with (dropdown)? • Referrals made (multi-choice dropdown)? • Length of Contact? • Status of referral (dropdown)? 	
13.	Does the system have the ability to enter and track walk-in/self-referrals?	
14.	Does the system have the ability to differentiate students as first time referral vs. repeat referral?	
15.	Can the system import data to allow for the viewing of current student information (enrollment, term hours, cum hrs, term GPA, cum GPA, specializations, Ethnicity, DOB, etc.)?	
16.	Does the system have security functionality that can limit who can make referrals? For instance, can we restrict referral agents to only be staff/faculty? Students should only be permitted to refer themselves.	
17.	Can the system send the early alert staff member a snapshot of student information (e.g. financial holds, gpa, etc pulled from SAP) at the time of referral?)	
18.	Can providers (faculty/staff) view student's history with EA and other Student Affairs Offices?	
19.	Does the system have the ability to query student records?	
20.	Can the system generate a report on both duplicated referrals and unduplicated referrals?	
21.	Can the system run reports such as: all students served by Willa Green; view unduplicated student data for all referrals from 8/15/11-12/31/11; All students referred to Learning Assistance Program?	

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Req. No.	Requirement Description	Response Description
22.	Does the system maintain the ability to add/edit fields following implementation?	

Functional Desires

<i>Req. No.</i>	<i>Requirement Description</i>	<i>Response Y/N</i>	<i>Response Description</i>
1.	Does the system Interface with Qualtrics?		
2	Editable fields, i.e. Is it possible to edit fields that are not associated with data upload, but are available for the user to add additional information like alternate phone numbers, addresses, information that is helpful to others in the student's network?		
3	Does the software have an integrated survey capability? If so, please describe the survey functions available in the product.		
4.	Does the software provide a native reporting tool that allows for the manipulation of columns and rows in order to see student activity in a time series? Explain.		

Security

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Req. No.	Requirement Description	Response Description
1.	Reporting security – Does the reporting security correlate to the security in the system. For example, those not able to view a particular field in the system, shouldn't be able to print a report with that field on it.	
2.	Does the system allow for note-type security?	
3.	How would the same user with different roles with students be assigned to a Security Group?, i.e. one person may have instructor permissions for some students and advisor permissions for other students.	
4.	Data Security - What is your system for data security? For back-up and storage?	

Reporting

Req. No.	Requirement Description	Response Description
1.	Does the system have a set of common 'canned' reports?	
2.	Can a user/administrator create ad-hoc reports ?	
3.	Describe the process for creating new reports	
4.	Does the system allow for report permissions that match security?	
5.	Is the system integrated with a 3 rd party reporting tool? If so, please explain.	

Technical Considerations

Req. No.	Requirement Description	Response Description
1.	Software hosting -Can the software be hosted by the vendor or the university?	

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Req. No.	Requirement Description	Response Description
2.	External hosting -If external hosting is an option is it hosted by the vendor or within the 'cloud'? Please explain the service provider arrangement further if not being hosted by the vendor.	
3.	Compatibility - Is the tool fully supported on both Macs and PCs? What browser types and versions are supported?	
4.	Database - What database is used to store the data if hosted? What are the supported database engines for the tool?	
5.	Data Availability – How is the data made available to NKU if desired to support other reporting needs the university may have?	
6.	Data transfer – inbound - How are data imported/provided to the tool out of our student records/campus management system? Via API's, secure FTP? Please elaborate on options available to load student, faculty/staff info, etc., and if API's with SAP are available.	
7.	Username & passwords - Can your tool be integrated with our Active Directory so that university users can login with their NKU username and password with their credentials being passed to your tool?	
8.	ADA - Does the system meet web accessibility guidelines? We are required to meet guidelines outlined here - http://it.nku.edu/faculty/webservices/accessibility/index.php	
9.	University branding - What are the options for branding the tool by our Marketing and Communications department?	

Vendor reliability and other vendor issues

Req. No.	Requirement Description	Response Description
1.	Trial Copy - Will you provide a trial copy to be installed on a development server at our location, or if you host setup, a trial instance to allow us to try the system? What is the time limit for the trial period? If we need to test longer will you extend it until our expectations are verified?	

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Req. No.	Requirement Description	Response Description
2.	Implementation - How long does it take from the time the contract is signed until the software is ready for data input? In what form do you want the initial input?	
3.	Software Availability - If running on vendor's server, is there any time that the system is unavailable? Is the system "mirrored" to allowed minimal downtime?	
4.	Upgrades - How often are upgrades made? Are upgrades provided at no cost?	
5.	Background – Expand on the company's history of developing student retention/intervention tools. Also, indicate how this management system relates to core competencies of the vendor.	
6.	Vendor Expertise - How long has the product been used by colleges and universities? How many colleges and universities are using the software?	
7.	Vendor software offerings - What percentage of your revenue is from this product offering vs. other products available from your company?	
8.	Ownership – Public company or private held?	
9.	Vendor financials - Expand on the profitability of the company. If public, please provide audited financials for the past two years.	
10.	Software Escrow - Is the source code for the product in a Software Escrow for the benefit of its customers in case of company failure?	
11.	Customer references - Please provide references of universities comparable to our size who we can talk to as part of our evaluation process.	

Implementation and support

Req. No.	Requirement Description	Response Description
1.	Vendor to client communications - How is the software administrator notified and alerted to problems?	

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Req. No.	Requirement Description	Response Description
2.	Client support - Is there a customer portal available for clients to report issues and to obtain information via a knowledge base? Is there a user group?	
3.	Implementation roles and responsibilities - Please elaborate on the project team required and time commitment to implement your software including functional and technical resources within the university. A typical project plan would be helpful.	
4.	Software Administrator - What percentage of an FTE is required to support the tool and the process? How many person-hours per week is needed for central administration?	

Pricing

Req. No.	Requirement Description	Response Description
1.	One time-costs – Elaborate on licensing options for the system (production server; development server); concurrent users client sessions (schedule of options by # of concurrent users expected)	
2.	System support – Explain in detail the types of service and support agreements offered and/or required.	
3.	Annual maintenance – Generally it is x% of the licensing cost. Please indicate what percentage that is for your solution and what it has been for the past 5 years.	
4.	Users - What are the licensing parameters for users in terms of cost per user, # of users, or concurrent users? Does licensing vary by role?	
5.	First year costs - What is the cost for the system. . . And what is included in that cost? What additional costs might be incurred in the original set-up? What options are excluded from the quoted price?	
6.	Other costs - What recurring costs are involved? How often are these increased?	

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Req. No.	Requirement Description	Response Description
7.	Consulting Costs - is there a consulting fee for assistance in set-up? What are the charges? If an hourly fee, what is the hourly rate and the anticipated number of hours?	

Support

Req. No.	Requirement Description	Response Description
1.	Training – What types of training are offered by your company or other third-party integrators? Options for in-person, on-line...	
2.	Support assistance – What is the process for reporting issues and seeking assistance? What are your turn-around times?	
3.	Web support – <ul style="list-style-type: none"> • Is there a knowledge base to find information online to resolve issues? • Other documentation available online to IT support staff? • Documentation and References – what type of manuals are available such as a detailed PDF, within the product, quick reference, tutorials, Power Points? 	
4.	Developer Community – Is there an active development community available? How large is the community?	
5.	User Community - Is there an active user community available to answer questions? How large is the community?	
6.	Online Help – Is context-sensitive help available within the product?	
7.	New versions/patches – Explain how often new versions of the product are released. How often for patches?	
8.	Users conference – What types of conferences, webinars, and events support your solution?	
9.	Version installation/patch installation – Elaborate on the process to update the software to new version or install patches released. How are instructions made available to system administrators?	

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Req. No.	Requirement Description	Response Description
10.	<p>Problem notification – How is the campus system administrator notified and alerted to problems, bugs, issues, security holes, and new patches available?</p> <p>How long does it take to remedy any problems?</p>	
11.	<p>New features/functionality – Expand on the process by which research is done within your organization to determine/implement new features/functionality to stay on top/ahead of the quickly changing technology field. To what degree do you rely on developers outside your organization to stay ahead of the curve and what types of contributions are they able to make?</p>	

FERPA

Req. No.	Requirement Description	Response Description
1.	<p>How are FERPA Flags/ holds handled in the system i.e. protecting information that a student wants no one to see?</p>	

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SOFTWARE SYSTEM
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APPENIDICES**

Bid Bond *(to be included in Proposal)*

Affidavits & Certifications *(to be included in Proposal)*

REFERENCES

Bidder Qualifications: The bidder is required to submit a list of completed projects where he has performed similar work to that specified herein.

Organization: _____

Contact Name: _____

Phone Number: _____

Date Work Completed: _____ **Value of Contract:** _____

Project Manager assigned to this project: _____

Brief Project Description: _____

Organization: _____

Contact Name: _____

Phone Number: _____

Date Work Completed: _____ **Value of Contract:** _____

Project Manager assigned to this project: _____

Brief Project Description: _____

Organization: _____

Contact Name: _____

Phone Number: _____

Date Work Completed: _____ **Value of Contract:** _____

Project Manager assigned to this project: _____

Brief Project Description: _____

PROPOSED PROJECT SCHEDULE:

Please include as part of your "Form of Proposal" a one page project schedule assuming that a contract is awarded immediately after bid opening.

Bid Bond

5% of Contract Price

KNOW ALL MEN BY THESE PRESENTS, that we _____ (here insert full name and address or legal title of Contractor)
as Principal, hereinafter called the Principal, and _____ (here insert full name and address or legal title of Surety)

a corporation duly organized under the laws of the State of Kentucky as Surety, hereinafter called Surety, are held and firmly bound unto **Northern Kentucky University** as Obligee, hereinafter called Obligee, in the sum of :
_____ Dollars (\$ _____),

representing 5% of the Principal's total bid price and for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for _____ (Here insert full name, address and description of project)

NOW THEREFORE, if the Obligee shall accept the bid of the Principal within the period specified, or if no period is specified, within 45 days after its opening, and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bid or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bonds or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this _____ day of _____ 20__

(Principal) (Seal) _____

(Title) (Witness)

(Surety) (Seal) _____

(Title) (Witness)

**AUTHENTICATION OF BID, STATEMENT OF NON-COLLUSION, NON-CONFLICT
OF INTEREST AND BIDDER CERTIFICATIONS**

By signing below the Contractor swears or affirms, under the penalty of false swearing as provided by KRS 523.040, that he/she is in compliance with all of the following:

1. That I am the bidder (if the bidder is an individual), a partner in the bidder (if the bidder is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the bidder is a corporation).
2. That the submitted bid or bids covering the Bid Package indicated have been arrived at by the bidder independently and have been submitted without collusion with, and without any agreement, understanding or planned common course of action with any other contractor, vendor of materials, supplies, equipment or services described in the Invitation for Bid, designed to limit independent bidding or competition; as prohibited by provision KRS 45A.325;
 - 2A. Any agreement or collusion among bidders or prospective bidders which restrains, tends to restrain, or is reasonably calculated to restrain competition by agreement to bid at a fixed price, or to refrain from bidding, or otherwise, is prohibited. The provisions of KRS 365.080 and 365.090, which permit the regulation of resale price by contract, do not apply to sales to the State.
 - 2B. Any person who violates any provisions of Kentucky Revised Statute 45A.325 shall be guilty of a felony and shall be punished by a fine not less than five thousand dollars nor more than ten thousand dollars, or be imprisoned not less than one year nor more than five years, or both such fine and imprisonment. Any firm, corporation, or association which violates any of the provisions of KRS 45A.325 shall, upon conviction, be fined not less than ten thousand dollars nor more than twenty thousand dollars.
3. That the content of the bid or bids have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid or bids and will not be communicated to any such person prior to the official opening of the bid or bids;
4. That the bidder is legally entitled to enter into the contracts with the Commonwealth of Kentucky and is not in violation of any prohibited conflict of interest, including those prohibited by the provisions of KRS 45A.330 to .340 and 164.390; and
5. That I have fully informed myself regarding the accuracy of the statements made, including Bid Amount.
6. Unless otherwise exempted by KRS 45.590, the Bidder intends to comply in full with all requirements of the Kentucky Civil Rights Act and to submit data required by the Kentucky Equal Employment Act upon being designated the successful bidder.
7. That the Bidder, if awarded a contract, would not be in violation of Executive Branch Code of Ethics established by KRS 11A.990.
8. **Campaign Finance Laws** Pursuant to KRS 45A.110 and KRS 45A.115 the undersigned hereby swears or affirms, under penalty prescribed by law for perjury, that neither he/she, individually, nor, to the best of his/her knowledge and belief, the corporation, partnership, or other business entity which he/she represents in connection with this procurement, has knowingly violated any provisions of the campaign finance laws of the Commonwealth of Kentucky, and that the award of a contract to him/her, individually, or the corporation, partnership or other business entity which he/she represents, will not violate any campaign finance laws of the Commonwealth.

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9. Worker's Compensation and Unemployment Insurance Pursuant to KRS 45A.480, the undersigned hereby swears or affirms, under penalty of perjury, that all contractors and subcontractors employed, or that will be employed under the provisions of this contract shall be in compliance with the requirements for worker's compensation insurance under KRS Chapter 342 and unemployment insurance under established KRS Chapter 341.

10. Vendor Report of Prior Violations The Bidder/Owner shall reveal to the University, prior to this award of a contract, any final determination of a violation by the Contractor within the previous five (5) year period of the provisions of KRS Chapters 136, 139, 141, 337, 338, 341, and 342. The Contractor is further notified this statute requires that for the duration of this contract, the Contractor shall be in continuous compliance and the Contractor's failure to reveal a final determination of a violation or failure to comply with the cited statutes for the duration of the contract, shall be grounds for the Contractor's disqualification by the University from eligibility to bid or submit proposals to the University for a period of two (2) years. Please list any final determination(s) of violation(s) including the date of determination and the state agency issuing the determination. If no violations have occurred, type **none** in the space below.

* KRS Chapter 136 - Corporation and Utility Taxes; * KRS Chapter 139 - Sales & Use Tax; * KRS Chapter 141 - Income Taxes; * KRS Chapter 337 - Wages & Hours; * KRS Chapter 338 - Occupational Safety & Health of Employees; * KRS Chapter 341 - Unemployment Compensation; * KRS Chapter 342 - Worker's Compensation

<u>KRS VIOLATION</u>	<u>DATE</u>	<u>STATE AGENCY</u>
_____	_____	_____
_____	_____	_____

READ CAREFULLY - SIGN IN SPACE BELOW - FAILURE TO SIGN INVALIDATES BID or OFFER

AUTHORIZED SIGNATURE: _____ DATE: _____

NAME (Please Print Legibly): _____

FIRM: _____ FED ID. OR SSN#: _____

STATE OF INCORPORATION: _____

PERMANENT ADDRESS: _____

	STREET	CITY	STATE	ZIP
CONTACT PERSON: _____				
		TITLE: _____		

TELEPHONE NO: _____ FAX NO: _____ E-MAIL: _____

State of _____)
)SS
 County of _____)

The foregoing statement was sworn to me this _____ day of _____,
 20 _____, by _____.

 (Notary Public)
 My Commission expires: _____