



REQUEST FOR PROPOSAL 18-015

ASSESSMENT MANAGEMENT SYSTEM RFP

Issue RFP: Tuesday, January 23, 2018

Proposals Due: Monday, February 5, 2018  
2:00 PM Central Time

Selection of Vendor: Tuesday, February 20, 2018

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## Troy University

### Request for Proposal

#### Assessment Management System

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## Calendar of Events

Troy University

### Request for Proposal

Assessment Management System

January 23, 2018	Issue RFP
January 29, 2018	Questions on RFP due (in writing to saelterman@troy.edu & bids@troy.edu)
January 31, 2018	Response from Troy to questions submitted
February 5, 2018	Proposals due by 2:00 PM (Central Time):  Mrs. Jessica Hasson, Purchasing and Asset Management 211 Wright Hall Troy, AL 36082
February 12-13, 2018	Vendor Presentations/Demonstrations by selected firms  (Selected firms will be notified, only those notified will present)
February 14, 2018	Reference(s) review begins
February 20, 2018	Selection of Vendor  (If decision is made to award contract)
March 15, 2018	Contract commencement

**\*\*Please Note\*\*** this schedule is subject to change. In the event the schedule does change, all Contractors will be notified by addendum, which will become part of the proposal.

# **Evaluation Criteria**

Troy University

## **Request for Proposal**

### **Assessment Management System**

All responses will be evaluated by Troy University professional staff. Our evaluation will be based upon the vendor's ability to meet Troy University's requirements as specified in the Scope of Services section and further defined in the Grading Rubric. Each proposal will be evaluated against specifications outlined in this RFP. In addition to the price, the following will be considered:

1. Contractor's record of performance and service in higher education
2. Contractor's conformance to the RFP's specifications, requirements, terms, conditions and provisions
3. The general reputation of the firm
4. The quality of the references provided
5. The qualifications of the personnel assigned to work on the project
6. The demonstrated understanding of the respondent conducting the work as required by the scope of services
7. The bidder's functionality, performance, flexibility, and ability to meet Troy University's needs and timetable

# Request for Proposal

## Introduction & Bidder Instructions

Troy University

Assessment Management System

1. Purpose

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals from experienced firms to establish an Assessment Management System for Troy University (hereinafter Troy University or University).

2. Commitment of the University

Troy University (TROY) reserves the right to withdraw this RFP at any time and for any reason. Receipt of proposal materials by the University or submission of a proposal to the University confers no rights upon the proposer nor obligates the University in any manner.

A contract based on this RFP may or may not be awarded. Any contract resulting in an award from the RFP is invalid until properly approved and executed by the Chancellor or approved designee, Troy University. Any agreements shall be construed and interpreted according to the laws of the State of Alabama.

3. Issuing Office

This RFP is being issued by and sealed proposals are to be submitted to:

Troy University  
Mrs. Jessica Hasson  
Purchasing and Asset Management  
211 Wright Hall  
Troy, AL 36082

4. Form of Contract

The successful bidder shall submit a proposed agreement, the scope and terms of the contract shall consist of the RFP, any amendments thereto, and the contractor's proposal in response to the RFP. If an issue is addressed in one document that is not addressed in the other documents, no conflict in language shall be deemed to occur. However, the University reserves the right to clarify any contractual relationship in writing with the concurrence of the Contractor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the Contractor's proposal. In all other matters not affected by the written clarification, if any, the RFP shall govern.

No modifications or changes in any provision in the contract shall be made, or construed to have been made, unless such modification is mutually agreed to, in writing, by the Contractor and the University and incorporated as a written amendment to the contract. Memoranda of understanding and correspondence shall not be construed as amendments to the contract.

The contract shall be construed according to the laws of the State of Alabama. Any legal proceedings against the University regarding this RFP, or any resultant contract, shall be brought in the County of Pike, State of Alabama, administrative or judicial.

5. Deviations from the Form of Contract

The stated requirements appearing elsewhere in the RFP shall become a part of the terms and conditions of any resulting contract. Any deviations, therefore, must be specifically defined by the Contractor in the proposal which, if successful, shall become part of the contract, but such deviations must not be in conflict with the basic nature of this RFP.

6. Execution of Contract

The Contractor to whom the contract is awarded shall, within ten (10) days after prescribed documents are presented for signature, execute and deliver to TROY the contract in substantial form, and include those items added or deleted during negotiations. The Contractor shall also provide satisfactory evidence of all required insurance coverage, bonds, and proof satisfactory to TROY, of the authority of the person executing the contract on behalf of the Contractor.

The above documents must be furnished, executed, and delivered before the contract will be executed by TROY. The contract will not be binding upon TROY until it has been executed by TROY and a copy of such fully executed contract is deliverable to the Contractor.

The contract shall be for a pilot deployment. If the pilot is deemed successful, the contract term shall be extended to one (1) year with the option to renew in one year increments for up to a total of five (5) years (i.e. initial one year contract and up to 4 renewals of 12 months each) based upon satisfactory completion of all contractual obligations. Either party shall have the right to terminate the contract for failure to perform contractual obligations with 60 days written notice to the other party.

7. Contract Requirements

BID BONDS:

Troy University Purchasing Policy provides that all vendors are required to furnish a bid bond on any contracts for services exceeding \$50,000. A bid bond is designed to secure a particular bid until it is either rejected or accepted and a contract is made and secured or goods are received.

Bid guarantees may be presented in the form of a bid bond, postal money order, certified check, cashier's check, or irrevocable letter of credit for no less than 10% of the bid amount. All check guarantees for unsuccessful bidders will be returned in a timely manner.

For the successful bidder, a bid bond remains in effect until the following:

A vendor who is providing goods or materials has received an approved Troy University Purchase Order or contract, or

A vendor who is providing services has been notified of award. The bid bond for the successful vendor will remain in the possession of the Troy University Purchasing Department until such time as a performance bond can be presented to the University for the services under contract.

PERFORMANCE BONDS:

Alabama Law (Section 41-16-28, Code of Alabama 1975) provides that a bond is a responsible sum for faithful performance of the contract, with adequate surety, shall be required in an amount specified in the advertisement for bids. The performance bond shall be set at no less than 10% of the total contractual amount or at a stated amount of no less than the cost of one month's service, whichever is greater. A performance bond must be in effect prior to the first date of service. Upon award of the bid, the successful bidder will be responsible for providing a Performance Bond, which should be valid until all work associated with this project has been completed. The performance bond should be presented to the Troy University Purchasing Department before a purchase order is issued. No goods are to be delivered and no work is to begin without an official Troy University purchase order.

VENDOR DISCLOSURE FORMS:

State of Alabama Act 2001-955 requires that the Vendor Disclosure statement be completed and filed with all proposals, bids, contracts or grant proposals to the State of Alabama in excess of \$5,000.00. A vendor disclosure statement is not required for contracts for gas, water, and electric services, where no competition exists, or where rates are fixed by law or ordinance. In circumstances where a contract is awarded by competitive bid, the disclosure statement shall be required only from the person receiving the contract and shall be submitted within ten (10) days of the award. A new vendor disclosure statement is required for each purchase in excess of \$5,000.00 regardless of prior purchases. A current vendor disclosure statement must be on file before invoices can be processed for payment.

8. Examination of RFP Document

The bidder is encouraged to carefully examine all related RFP documents to become fully informed of the requirements. The bidder is responsible for collecting all necessary data required for developing its proposal for the described services. **Interested bidder(s) may contact Sven Aeltermann, Director of IT, Sorrell College of Business, between January 23, 2018 and January 28, 2018 for any required clarifications. All questions will be answered by January 31, 2018. Questions should be submitted in writing to:**

Sven Aeltermann  
Director of IT, Sorrell College of Business  
[saeltermann@troy.edu](mailto:saeltermann@troy.edu)

Copy [bids@troy.edu](mailto:bids@troy.edu) on all correspondence sent by email.

Bidder must submit an original and seven (7) copies of the proposal.

Sealed proposals will be received until 2:00 PM Central Time on February 5, 2018 at which time bids will be publicly opened. Proposals received after the time and date specified above will not be considered; but will be maintained in the Purchasing Department.

Sealed Proposals should be mailed or delivered to (prior to bid opening):

Troy University  
Mrs. Jessica Hasson  
Purchasing and Asset Management

211 Wright Hall  
Troy, AL 36082

Sealed Proposals should be delivered to (at bid opening time/date):

Troy University  
Mrs. Jessica Hasson  
Purchasing and Asset Management  
211 Wright Hall  
Troy, AL 36082

The outside cover should be clearly marked as:

Proposal for Assessment Management System  
RFP # 18-015  
Name of Company  
2:00 PM / February 5, 2018

9. Proposal Addenda and Rule for Withdrawal

Prior to the deadline date specified for receipt of proposals, a proposal may be withdrawn by submitting a written request for its withdrawal to the address listed above.

Unless requested by the University, the University will not accept any addenda, revisions, or alterations to proposals after the proposal due date.

Any submitted proposal shall remain valid for six (6) months after the proposal due date.

10. Addenda – Changes While Proposing

No interpretation of the meaning of the contract documents as defined in the scope of services, nor correction of any apparent ambiguity, inconsistency, or error therein will be made to bidders orally. Every request for such interpretation or correction shall be addressed in writing to:

Troy University  
Mrs. Jessica Hasson  
Purchasing and Asset Management  
211 Wright Hall  
Troy, AL 36082  
Attention: RFP# 18-015 Assessment Management System

Any such requests for interpretation or correction must be received at least ten (10) days prior to the last day for submitting proposals in order to be given consideration. All such interpretations and supplemental instructions will be transmitted by mail, email or fax to all bidders no later than five (5) working days prior to the last day for submitting proposals.

11. Rejection of Non-Responsive Proposals

Proposals shall be considered non-responsive if they contain omissions, alterations of unacceptable conditions or limitations, or other irregularities of any kind. TROY may reject proposals considered non-responsive.

12. Oral Commitments

Potential bidders should clearly understand that any verbal representations made or assumed to be made during any oral discussions held between representatives of potential bidders and any Troy University personnel are not binding on Troy University unless confirmed in writing by Mrs. April Johnson.

Bidders shall be accorded fair and equal treatment with respect to any opportunity for discussion, negotiation, and clarification of proposals. Any oral clarifications of substance shall be reduced in writing by the proposer when requested by TROY.

13. Offer of Gratuities

By submission of a proposal, the proposer certifies that no official or employee of the University has or will benefit financially or materially from this contract. The contract may be terminated by the University if determined that gratuities of any kind were either offered to, or received by, any official or employee of the University from the potential bidder, his agent, or employees.

14. Vendor Presentation/Demonstration

Bidders who submit a proposal in response to this RFP may be required to make a presentation/demonstration of their proposal based on selection by Troy University. Only those vendors selected by Troy University will be required to present.

15. Restrictions on Communicating with University Staff

From the issue date of the RFP, until a Contractor is selected and selection is announced, bidders are not allowed to communicate with any University staff except:

Mr. Sven Aelterman

The Purchasing and Asset Management department

University Representatives during oral presentations and demonstrations

Via written questions as provided in Paragraph 10

The University shall reserve the right to reject a proposal for violation of this provision.

16. RFP Addenda

Addenda to this RFP may be necessary prior to the closing date and will be furnished by mail to all prospective bidders. Failure to acknowledge receipt of addenda with your bid submission may result in the proposal not being considered.

17. Compliance with the Law

Contractor shall comply with all applicable laws, ordinances, rules and regulations relating to the Services provided under this Agreement.

18. Insolvency

In addition to all other rights herein, either party hereto may terminate this Agreement without prior notice should the other party become insolvent, voluntarily file for bankruptcy or receivership, or make any assignment for the benefit of creditors, or should the other party have commenced against it any proceeding, suit or action in bankruptcy or receivership provided such proceeding, suit or action is not dismissed within thirty (30) days.

TROY's financial status depends directly upon appropriations from the State of Alabama. Therefore, this agreement, and its continuation, is hereby expressly made contingent upon TROY actually receiving from the State of Alabama an appropriation in sufficient amount so as to allow TROY to meet its financial obligations. Such determination shall be made solely by TROY and such determination shall be final and binding upon both parties. If at any time TROY shall determine that its appropriation is not adequate to allow it to meet its obligations, then in such event TROY shall be allowed to terminate this Agreement, upon 90 days written notice to Contractor, with all other termination and final settlement provisions remaining applicable hereto.

19. Trade Secrets and Propriety Information

During the term of this Agreement, Contractor and University may have access to certain proprietary materials of each other. In the case of Contractor, proprietary information shall include management guidelines and procedures, donor information, faculty data, student data, staff data, operating manuals, software programs and similar compilations regularly used in Contractor's business operations ("Trade Secrets"). Neither University nor Contractor shall disclose any of the other party's Trade Secrets or other proprietary information, directly or indirectly, during or after the term of this Agreement. The parties shall not photocopy or otherwise duplicate any such material without the prior written consent of the originator. All Trade Secrets and other proprietary information shall remain the exclusive property of its originator and shall be returned thereto immediately upon termination of this Agreement. In the event of any breach of this provision, the offended party shall be entitled to equitable relief, including an injunction or specific performance, in addition to all other remedies otherwise available. This provision shall survive termination of this Agreement.

As a reminder, all student data must be protected under the provisions of FERPA (Family Educational Rights and Privacy Act). The successful vendor must demonstrate the security mechanisms in place to protect against data loss or security breaches.

20. Assignment

This Agreement, or any portion thereof, may not be assigned by either party without the written consent of the other.

21. Force Majeure

Neither Contractor nor TROY shall be liable for failure to perform its respective obligations hereunder when such failure is caused by fire, explosion, water, act of God, civil disorder or disturbance, strikes, vandalism, war, sabotage, weather and energy-related closings, governmental rules or regulations, failure of third parties to perform their obligations with respect to the Services, or like causes beyond the reasonable control of such party, or for real or personal property destroyed or damaged due to such causes.

22. Severability

If any term or provision of this Agreement or the application hereof to any person or circumstance shall, to any extent or for any reason be invalid or unenforceable, the remainder of this Agreement and the application of such term or provision to any person or circumstance other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

23. Amendments to Agreement

All provisions of this Agreement shall remain in effect throughout the term hereof unless the parties agree, in a written document signed by both parties, to amend, add or delete any provision. This Agreement

contains all agreements of the parties with respect to matters covered herein, superseding any prior agreements and may not be changed other than by an agreement in writing signed by the parties hereto.

24. Entire Agreement

This Agreement and its attachments and other documents specifically incorporated by reference herein contain the entire understanding and agreement of the parties concerning the matters contained herein and supersedes and replaces any prior or contemporaneous oral or written contracts or communications concerning the matters contained herein.

25. Legal

This Agreement shall be governed by the laws of the State of Alabama both as to its interpretation and performance without regard to its choice of law requirements. Should either party be required to legally enforce this agreement then suit shall be filed in the Circuit Court of Pike County, Alabama as the exclusive venue to adjudicate the same and the non-prevailing party shall be responsible for the expenses of the prevailing party, including reasonable attorney's fees as a result of such litigation.

# Proposal Format

Troy University

## Assessment Management System

Proposals shall be submitted in the format contained in the Request for Proposal. This material must be in sequence and related to the Request for Proposal. The University will make no reimbursement for the cost of developing or presenting proposals in response to this Request. Only information specifically related to this type of project will be evaluated. Proposals must present the following information.

**Section A:** Company Profile: A brief narrative describing the company's history, corporate resources, management team, company philosophy, approach to providing services, qualifications, higher education experience, total number of years in business and relevant experience and benefit(s) TROY will receive through contracting with the firm.

The University desires a listing of all higher education institutions served. In addition, at least three account references from this list should be included that contains liaison names, telephone numbers, email addresses, and a description of services provided, and dates of the services.

**Section B:** Pricing for ALL services, implementation fees, training fees, any monthly fees, user fees, reporting fees, renewal fees, licensing fees, and ANY additional fees that could potentially be charged.

**Section D:** Implementation Plan: Describe the process used to implement the contracted services, including any customization or transition period that will be required. Provide a listing of events and timeframes for accomplishing the implementation, along with the training required for operations and reporting.

**Section E:** Exceptions to RFP: The Contractor must address any and all exceptions to the RFP, especially any exceptions for the Scope of Services. These should be referenced by subsection.

**Section F:** Additional Explanations and Interpretations: Any explanation desired regarding the meaning or interpretation of the RFP, attachments, specifications, etc. must be requested in writing with sufficient time allowed for reply to reach bidders before the submission of their offer. Oral explanation or instruction given before the award of the contract will not be binding.

Any information given to prospective bidders concerning the RFP will be furnished to all prospective bidders as an amendment or addendum to the RFP.

**Section G:** Acknowledgement of Amendment or Addendum to RFP: Receipt by a bidder of an amendment or addendum to the RFP must be acknowledged by inserting a copy in the bidders' proposal.

**Section H:** Further Information: Any additional information that is deemed to be appropriate. All proposals received in response to this RFP will be evaluated and ranked in accordance with the evaluation criteria stated in Section 2. Bidders are cautioned that the University will not accept after the closing date for receipt of proposal, data that is essential for a complete and thorough evaluation of the proposal. The University expects to award a contract based on the initial offer, therefore all

proposals should be submitted on the most favorable and complete price, and technical terms that the bidders can submit to the University.

**Section I:** Propriety Information: After the award of the contract, all proposals will be open for public inspection. Trade secrets, test data, and similar proprietary information will remain confidential, provided such material is clearly marked. However, net cost information will not be considered confidential.

**Section J:** Regulation Compliance: Each vendor must certify that the proposal offered is in full compliance with the Americans with Disabilities Act Section 508. Specific data related to the vendor's compliance methodology would be beneficial. In addition, all student data must be protected under the provisions of FERPA (Family Educational Rights and Privacy Act). The successful vendor must demonstrate that security mechanisms are in place to protect against data loss or security breaches.

# Scope of Services

Troy University

## Assessment Management System RFP

Troy University solicits bid responses to establish a contract for an Assessment Management System. The desired functionality is outlined in the features and functions section below.

Definitions:

Some definitions may vary between vendors. The definitions here are used to create a consistent evaluation.

### **Academic year**

Period from August 1 through July 31, though some terms within an academic year may have start or end dates that are outside the academic year's start and end date.

### **Assessment cycle**

Period that includes one or more academic years for which a single assurance of learning cycle (loop closing) is conducted.

### **Assessment project**

A set of student artifacts collected from assignments and/or measures in the LMS for one or more evaluators to assess. The unit of reporting/downloading.

### **Assessment rubric**

Rubric used for assessing program learning outcomes.

### **Assignment**

An instance of a measure in a single course section. An assignment is predefined if the instructions, optional starting materials, goal/outcome/rubric alignment are all known in advance of the course (this is the case in most situations).

### **External Evaluator**

A user who will assess student outcomes for one or more assignments or measures but who is not an instructor in the course(s) where the measure was administered.

### **Measure**

The method by which a program learning outcome is measured. A measure is associated with one or more courses in which it is administered.

### **Program**

An academic program. There is a hierarchy of academic programs, each of which may have its own assessment plans. The hierarchy would begin with the academic degree (e.g. BSBA, MBA, MSM) and may include multiple levels such as major, concentration, emphasis, etc.

### **Program Goal**

A high-level statement of an expected student ability upon completion of the program. Goals are not measurable but used to group related measurable Program Learning Outcomes.

**Program Learning Outcome**

A detailed, measurable statement of student learning in a program goal.

**Reporting Term**

An academic reporting period smaller than an academic year used for the purposes of grouping disparate terms. Troy University has three reporting terms annually: Fall, Spring and Summer.

**Rubric**

See sample

	Level 1	Level 2
Criterion 1	Descriptor 1.1	Descriptor 1.2
Criterion 2	Descriptor 2.1	Descriptor 2.2

**Term**

An academic period within which courses run. For the purposes of this document, semesters on the Troy Campus are considered terms. A term belongs to a reporting term as follows:

Reporting Term	Included terms/semesters
Fall	T1, T2, FA, TFA, TSU (prior year)
Spring	T3, T4, SP, TSP
Summer	T5, SU

**Desired Features and Functions**

The responses to this request should include proposal details of the Contractors ability to provide, and completed pricing, for the following features and functions:

Basics

- Each assignment can have multiple assessment rubrics.
- Rubrics have descriptors in each criterion/level combination.
- Multiple assignments can be combined into a single assessment project.
- Multiple measures can be combined into a single assessment project.
- Progress of evaluators on each assessment project can be tracked.
- Flexible definition of terms within an academic year.
- Flexible definition of assessment cycles.
- Account Manager to assist in training and customer support.

### Assessment Planning

- Programs – at any level in the program hierarchy – have multiple program goals defined.
- Programs goals have multiple program learning outcomes defined.
- Program learning outcomes have multiple measures defined.
- Some measures are direct and some are indirect.
- Program goals and outcomes hierarchy can be copied from one assessment cycle to the next to avoid re-entering details.
- Program learning outcomes link to assessment measures.

### Canvas Integration

- Seamless integration with Canvas through LTI/API.
- Assessment rubric completion is independent of gradebook score and gradebook rubric.
- Evaluators assigned to assessment projects see reminders in LMS.
- Can push predefined assignments to LMS course sections.
- IMS Global standard interoperability for rubrics.
- IMS Global standard interoperability for outcomes.

### Assessment User Interface

- Evaluators have access to the student submission file while completing a rubric.
- Assessment projects can be assigned to external evaluator(s).

### Data Warehousing Features

- Student-level assessment data from non-LMS tools can be imported, such as CCTST, MFT, TestTrac, etc.
- Student demographic data, including active program and student program location, is fixed for an assessment cycle.

### Reporting

- Results download in an open format (CSV, XML, XLSX).
- Assessment results can be disaggregated by student program location.
- Assessment results can be disaggregated by course location.
- Results rollup by assessment cycle.

### Project Evaluation

- Program chairs can view progress for assessment projects for their program.
- Reminder functions for evaluators.

### Planning

- Plans for improvement made as the result of assessment in one assessment cycle are carried forward as action items for the next assessment cycle.

- Action items can be linked to current assessment cycle's outcomes and measures.

#### Archival

- Student artifacts are copied from LMS for long-term archival with the assessment project.

#### Security

- HECVAT Compliance.
- SOC 2 attestation.
- Single sign-on (SSO) for assessment managers/coordinators.
- Single sign-on (SSO) for evaluators

**Each bidder will be evaluated on the ability to meet all functionality described above. The contract for this service will include a service level agreement and a penalty clause for failure to meet minimum functionality. The penalty may take the form of invoice discounts, or if serious enough, may lead to contract termination of the vendor fails to remedy the situation after 60 days written notice. Details will be negotiated and included in the contract.**