

### TROY UNIVERSITY REQUEST FOR PROPOSAL # 18-030

**Educational Analytics Retention Solution** 

Issue RFP: April 4, 2018

Due Date for RFP Questions: April 18, 2018

Pre-Bidder's Conference: April 25, 2018

Proposals Due: May 7, 2018 3:00 PM Central Time

Vendor Presentations/Demonstrations: May 14-16, 2018

Selection of Vendor: May 21, 2018

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## Calendar of Events Troy University

## Request for Proposal Educational Analytics Retention Solution

April 6, 2018	Issue RFP
April 18, 2018	Questions on RFP due
April 25, 2018	Pre-bid Conference
May 7, 2018	Proposals due by 3 PM (Central Time) in office of: Mrs. Jessica Hasson, Purchasing and Asset Management 211 Wright Hall Troy University Troy, AL 36082
May 14-16, 2018	Vendor Presentations/Demonstrations by selected firms
May 17, 2018	Reference(s) review begins
May 21, 2018	Selection of Vendor (if decision is made to award contract)
June 1, 2018	Contract commencement

#### **Evaluation Criteria**

Troy University

### Request for Proposal Educational Analytics Retention Solution

Proposals will be evaluated in accordance with the following criteria:

1. Points can be assigned as follows:

l.	Excellent	30
2.	Good	20
3.	Fair	10
4.	Poor	5
5.	Unacceptable	0

2. Each Category weighted by importance and compared to similar size institutions where applicable:

	<u>v</u>	Veight Factor
1.	Ease of implementation plan (HECVAT in place)	15
2.	Reporting Features	15
	(Standard reports, cost for custom reports & ease of use)	
3.	Level of integration with LMS & SIS (Canvas and Datatel)	15
4.	Ability to analyze the behaviors of students and faculty	15
5.	Proposed charge for system	10
6.	Dedicated technical support resources	10
7.	Customization of alerts and reports	10
8.	References (3 similar size institutions w/multiple campus loca	tions) 5
9.	Faculty Training	5

EXAMPLE: 1. Ease of implementation Good Rating 20 x 15=300 points

2. Faculty Training
Poor Rating 5 x 5=25 points

#### **Evaluation Criteria Worksheet**

		Weighting	Points	Total
	- 0: 1 · 1 · 1 · 1 · 1	Factor	Assigned	
1.	Ease of implementation plan - HECVAT in place	15		
2.	Reporting Features - Standard reports, cost for	15		
	custom reports & ease of use			
3.	Level of integration with LMS & SIS (Canvas	15		
	and Datatel)			
4.	Ability to analyze the behaviors of students and	15		
	faculty			
5.	Proposed charge for system	10		
6.	Dedicated technical support resources	10		
7.	Customization of alerts and reports	10		
8.	References (3 similar size campuses) w/	5		
	multiple campus locations			
9.	Faculty Training	5		

#### Request for Proposal # 18-030 Introduction & Bidder Instructions

Troy University
Educational Analytics Retention Solution

#### 1. Purpose

The purpose of this RFP is to establish a contract for an Educational Analytics Retention Solution for Troy University. The system requirements are contained in the Scope of Services and Specifications of the RFP.

#### 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:

Mrs. Jessica Hasson (bids@troy.edu), Purchasing and Asset Management
211 Wright Hall
Troy University
Troy, AL 36082

Please note, emailed proposals will not be accepted.

#### 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. In the event that 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 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 term of one year with successive one year renewal options not to exceed a total of five (5) years.

#### 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 and preferred features of the system to be provided. The bidder is responsible for collecting all necessary data required for developing its proposal for the described services.

Interested bidder(s) may contact Ms. Kim Shaver, Director of Educational Technology at the University, between April 6, 2018 and April 18, 2018 for any required clarifications.

A pre-bid conference will be held on April 25, 2018 at Troy University, Troy, Alabama. Attendance at the pre-proposal conference will be limited to two (2) representatives per firm. The time and location on campus will be provided at a later date. Attendance via phone will be allowed.

Bidder must submit an original and five (5) copies of the proposal.

Sealed proposals will be received until 3 PM. Central Time on May 7, 2018 at which time bids will be publicly opened. Proposals received after the time and date specified above will be maintained in the Purchasing Department.

Sealed Proposals should be either mailed or delivered to:

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 Educational Analytics Retention Solution RFP # 18-030
Name of Company
3 PM / May 7, 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: Educational Analytics Retention Solution

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. Jessica Hasson.

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 it is 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 will 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. These presentations and demonstrations must show the University the "live" system functioning on a computer based system. It cannot consist of a demonstration not actually running on a computer system. For example, a simple PowerPoint presentation will not be sufficient. The demonstration must actually exercise the system in real-time via connection to a vendor supplied hosted software solution. The presentation/demonstration must use Troy University supplied data ("TROY data") and cannot use vendor data of their own choosing. However, the bidder may use additional vendor supplied data to showcase additional features of their product.

#### 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:

- 1. Ms. Kim Shaver
- 2. The Purchasing Department
- 3. University Representatives during oral presentations and demonstrations

4. 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 in accordance with instructions contained in the addendum 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, 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. Catastrophe

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.

It is required by the University that the successful bidder speak to their disaster recovery/backup methodology should the University choose to house their data in the vendor's data center(s). The University requires that the vendor demonstrate routine exercise of their disaster recovery plan and provide reports to the University of those exercises. Should TROY decide to have the bidder host their system at the bidder's facilities, failure to provide adequate disaster recovery/backup could result in the termination of the contract by TROY should the deficiency not be corrected. Remediation of the disaster recovery/backup facilities would be required in a mutually agreed to time frame by the bidder and University.

#### 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 contains 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. Litigation

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
Educational Analytics Retention Solution

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, relevant experience and benefit TROY will receive through contracting with the firm.

The University desires a listing of all higher education institutions served. In addition to at least three account references from this list should be included that contains liaison names, telephone numbers, physical addresses, email addresses, and a description of services provided, and dates of the services. Preferably the selected references should be recently accredited SACSCOC institutions that were running the systems during their most recent reaccreditation review.

# **Section B:** Secure Hosting Facility Profile: Physical location of hosting site, number of years in business, number of clientele housed in this location, emergency preparedness/disaster recovery methodology and plan, detailed schematic of hosting infrastructure and fail-over sites.

- **Section C**: Scalability: Methodology employed by hosting facility/vendor used to address peak times or cyclical trends related to high-volume, high-access web traffic. Also, costs associated with any increased storage/bandwidth/ or other component necessary for addressing increased demand on systems.
- **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. A phased in approach will be considered.
- **Section E:** Faculty/Advisor Training: Describe the faculty training and development program you will implement at TROY for TROY faculty and advisors. Include subjects and hours of training, as well as a description of components that would be developed specifically for the TROY academicians.
- **Section F:** Technical Support Training and Operation: Provide a specific description of the technical support training to be provided. Describe the subjects, hours of

instruction, method of presentation, and exactly which components will be developed specifically for the TROY support personnel.

Section G: Operating Systems Software: Describe how you will utilize technology in fulfilling the responsibilities of this proposal. Include system modules, operating system, reports generated, data format, database engine, query capabilities and the like. TROY will retain unconditional rights of ownership of all data generated by the system and such data must be submitted to TROY at the end of the contract period in a standard file format accompanied by table definitions and data dictionaries. Describe provisions for licensing and continued use software by TROY at the end of the contract period.

**Section H:** Research and Development Capabilities: The Contractor must have the research and development capabilities needed to keep aware of changing technologies in Educational Analytics Retention Solutions. A brief description of the Contractor's research and development capabilities must be included in the RFP response.

**Section I:** Exceptions to RPF: The Contractor must address any and all exceptions to the RFP. These should be referenced by subsection.

**Section K:** 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 M:** 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 N: Further Information: 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 O: Propriety Information: After the award of the contract, all proposals will be opened 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 P: ADA Section 508 Compliant: 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.
- Section Q: HECVAT Long Form: The University requires the completion of HECVAT Long Form documentation to ensure that cloud-based products are appropriately assessed for security and privacy needs. Information related to the HECVAT Long Form can be found in Appendix A and should be included with submitted proposals. An electronic copy of the HECVAT may also be requested after submissions are opened.

#### **Scope of Services**

Troy University is seeking an enterprise-wide solution to assist the University with faculty engagement, identification of at-risk students, and student retention. The product(s) selected should track faculty engagement by analyzing instructor behavior and performance, identify students who are at-risk of failing or dropping out, provide easy to read dashboards for faculty and advisors, and daily updates and alerts. The ideal solution will provide a combination of predictive and real-time data that will indicate students who need additional assistance. The solution(s) must have and established integration in place for the University's current Learning Management System (Canvas), and SIS (Colleague).

#### **Educational Analytics Retention Solution Requirements:**

- A true integration with Canvas to retrieve the data elements necessary for evaluating faculty and student behavior by course.
- An integration with Datatel's Colleague system to provide an overall student evaluation based on available predictive elements merged with analytics found within the LMS.
- Daily updated dashboards and reports identifying students who are at risk of failing or dropping out.
- Daily alerts for students regarding attendance, low grade concern, missed assignments, upcoming assignments, new student, and classes have begun (during the first week of the term). Faculty, advisors, and students would receive these daily alerts or flags.
- Automated daily refresh of faculty and student attendance. No manual inputs necessary for daily reports.
- Administrative dashboards that allow the ability to look at all courses assigned to each faculty and student and provide individual and/or summative data regarding performance in all course.
- Faculty dashboards that provide student reporting and allow faculty to raise individual student alerts that notify the student and the advisor about areas of concern.
- Advisor dashboards that provide student reporting based on advisee performance and allows advisors to record notes regarding contacts made with individual students.
- Ability to review faculty timeliness of grading, engagement and other indicators by course.

#### **Service Level Agreements (SLAs)**

TROY's minimum SLAs are shown below, but the vendor is encouraged to propose additional or more stringent metrics:

- 1. The vendor will provide excellent customer service that meets or exceeds agreed upon SLAs (predetermined performance metrics).
- 2. Due to continuing expansion of TROY's academic program offerings and services and growth in future technologies, the vendor agrees to renegotiate, amend or add to the initial Service Level Agreements when requested by TROY (typically on an annual basis).

The following is a table of minimum service level expectations:

Task	Service Level
Vendor Responsibilities	Project implementation to be completed within 30 days of original implementation estimate provided to the University. Training provided should be included and completed within the initial implementation timetable.
System Integration & Authentication	Seamless integration with the University LMS (Canvas) is a requirement. A single sign-on (SSO) solution is preferred.
Scalability & Upgradability	Ability to scale to an enrollment growth is required. Also, the ability to upgrade along with integrated systems is required.
Administrative Tools & Reporting Capabilities	Reporting capabilities must scale as enrollments increase.
Cross Platform Compatibility	Compatible with all major browsers (Chrome, Firefox, Safari, etc.), current and future releases are required.
HECVAT Long Form Compliance	Continuous security upgrades required.
Support and Hosting Services	Hosted environment must have 99.5% availability 24/7/365 to include scheduled maintenance and unscheduled maintenance. Disaster Recovery and Backup must provide for a 4 hour recovery from any unplanned downtime.

Measured annually, if any one of the Service Level measurements are not met then a 10% reduction in the annual cost of the contract to the University will accrue for the upcoming annual contract. If the contract is not renewed for a second year then the SLA reduction fee will be sent to the University in the form of a refund.

#### Appendix A

#### **HECVAT Long Form**

The excel worksheet can be obtained by visiting the website listed below and clicking on "Assessment Tool" under the heading labeled Resources.

https://library.educause.edu/resources/2016/10/higher-education-cloud-vendor-assessment-tool

This excel worksheet should be printed and included with your submission. TROY may request an electronic copy of this excel worksheet, if deemed necessary, and will need to be provided via email. It will be your responsibility to encrypt the message for safety of confidential data.

For questions or general information related to the completion of the HECVAT long form, contact EDUCAUSE directly by emailing security-council@educause.edu.