

Northern Kentucky University  
Procurement Services  
Bid # NKU-14-15

**RFP**

For

**COMPLIANCE AND RECRUITING SOFTWARE  
FOR NKU DEPARTMENT OF ATHLETICS**



January 9, 2015

**Proposal NO:** NKU-14-15  
**Issue Date:** 1/9/15  
**Title:** Compliance/Recruiting Software  
**Purchasing Officer:** Blaine Gilmore  
**Phone:** 859.572.6449

**RETURN ORIGINAL COPY OF PROPOSAL TO:**

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

**IMPORTANT: PROPOSALS MUST BE RECEIVED BY: 1/27/15 BEFORE 2:00 P.M. HIGHLAND HEIGHTS, KY time.**

NOTICE OF REQUIREMENTS

1. The University's General Terms and Conditions and Instructions to Bidders, viewable at <http://procurement.nku.edu/policies/terms-and-conditions.html>, apply to this Request for Proposal.
2. Contracts resulting from this RFP must be governed by and in accordance with the laws of the Commonwealth of Kentucky.
3. Any agreement or collusion among Offerors or prospective Offerors, which restrains, tends to restrain, or is reasonably calculated to restrain competition by agreement to bid at a fixed price or to refrain from offering, or otherwise, is prohibited.
4. Any person who violates any provisions of KRS 45A.325 shall be guilty of a felony and shall be punished by a fine of 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 who violates any of the provisions of KRS 45A.325 shall, upon conviction, may be fined not less than ten thousand dollars or more than twenty thousand dollars.

AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION AND NON-CONFLICT OF INTEREST

I hereby swear (or affirm) under the penalty for false swearing as provided by KRS 523.040:

1. That I am the offeror (if the offeror is an individual), a partner, (if the offeror is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the offeror is a corporation);
2. That the attached proposal has been arrived at by the offeror independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other Contractor of materials, supplies, equipment or services described in the Request for Proposal, designed to limit independent bidding or competition;
3. That the contents of the proposal have not been communicated by the offeror or its employees or agents to any person not an employee or agent of the offeror or its surety on any bond furnished with the proposal and will not be communicated to any such person prior to the official closing of the RFP;
4. That the offeror is legally entitled to enter into contracts with the Northern Kentucky University and is not in violation of any prohibited conflict of interest, including those prohibited by the provisions of KRS 45A.330 to .340, 164.390, and
5. That the Offeror, and its affiliates, are duly registered with the Kentucky Department of Revenue to collect and remit the sale and use tax imposed by Chapter 139 to the extent required by Kentucky law and will remain registered for the duration of any contract award
6. That I have fully informed myself regarding the accuracy of the statement made above.

SWORN STATEMENT OF COMPLIANCE WITH FINANCE LAWS

In accordance with KRS45A.110 (2), the undersigned hereby swears under penalty of perjury that he/she has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky and that the award of a contract to a bidder will not violate any provision of the campaign finance laws of the Commonwealth of Kentucky.

CONTRACTOR REPORT OF PRIOR VIOLATIONS OF KRS CHAPTERS 136, 139, 141, 337, 338, 341 & 342

The Contractor by signing and submitting a proposal agrees as required by 45A.485 to submit final determinations of any violations of the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that have occurred in the previous five (5) years prior to the award of a contract and agrees to remain in continuous compliance with the provisions of the statutes during the duration of any contract that may be established. Final determinations of violations of these statutes must be provided to the University by the successful Contractor prior to the award of a contract.

CERTIFICATION OF NON-SEGREGATED FACILITIES

The Contractor, by submitting a proposal, certifies that he/she is in compliance with the Code of Federal Regulations, No. 41 CFR 60-1.8(b) that prohibits the maintaining of segregated facilities.

**SIGNATURE REQUIRED:** This proposal cannot be considered valid unless signed and dated by an authorized agent of the offeror. Type or print the signatory's name, title, address, phone number and fax number in the spaces provided. Offers signed by an agent are to be accompanied by evidence of his/her authority unless such evidence has been previously furnished to the issuing office. Your signature is acceptance to the Terms and conditions above.

<b>DELIVERY TIME:</b>	<b>NAME OF COMPANY:</b>	<b>DUNS #</b>
<b>PROPOSAL FIRM THROUGH:</b>	<b>ADDRESS:</b>	<b>Phone/Fax:</b>
<b>PAYMENT TERMS:</b>	<b>CITY, STATE &amp; ZIP CODE:</b>	<b>E-MAIL:</b>
<b>SHIPPING TERMS: F.O.B. DESTINATION - PREPAID AND ALLOWED</b>	<b>TYPED OR PRINTED NAME:</b>	<b>WEB ADDRESS:</b>
<b>FEDERAL EMPLOYER ID NO.:</b>	<b>SIGNATURE:</b>	<b>DATE:</b>

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GENERAL TERMS & CONDITIONS AND INSTRUCTIONS TO PROPOSERS	(LINKED BELOW)
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**General Terms and Conditions and Instructions to Proposers:**

<http://procurement.nku.edu/policies/terms-and-conditions.html>

**NOTICE OF ADVERTISEMENT****BRIEF SCOPE OF WORK:**

It is the intent of Northern Kentucky University to enter into a two (2) year contract with a one (1) year optional renewal with the successful responsive and responsible bidder to provide the university with Compliance and Recruiting Software.

**PROJECT TIMETABLE:**

Request for Proposal Issued	January 9, 2015
Pre Proposal Conference	None
Last Date for Questions	January 15, 2015 at 2:00pm
Response/Addenda Issued By	January 20, 2015
<b>RFPs DUE</b>	<b>January 27, 2015 at 2:00 pm</b>

**SUBMITTAL OF PROPOSAL:**

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

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

Please include with the original five (5) bound copies of your proposal and a digital copy on a multimedia flash drive.

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

**RFP NKU-14-15  
Compliance and Recruiting Software**

Proposals **may not** be submitted electronically.

**SPECIAL CONDITIONS****PROPOSED PROJECT SCHEDULE:**

Not Applicable

**GENERAL TERMS AND CONDITIONS TO PROPOSERS:**

The general terms and conditions linked below shall be applicable to this Bid and take precedence over any Contractor terms and conditions:

<http://procurement.nku.edu/policies/terms-and-conditions.html>

**PARKING PERMITS:**

Contractor must obtain parking permits for all vehicles that will be parked on campus. Permits can be obtained at the welcome center for \$28.75/month.

<http://parking.nku.edu/rules/guidelines.html>

**GOVERNING LAW:**

Proposers 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 relating to the Project Site or the improvements upon same, or the use thereof, and will not permit the same to be used for any illegal or immoral purposes, business or occupation. The resulting Contract shall be governed by Kentucky Law and any claim relating to this Contract shall only be brought in the Franklin Circuit Court in Accordance with KRS 45A-245.

**PAYMENT AND PERFORMANCE BONDS**

Any project(s) arising out of this Request for Proposal is/are subject to the provisions of KRS 45A.190. All proposals shall take in to consideration any costs associated with bonding pursuant to this statute.

**TOBACCO FREE CAMPUS**

Effective January 1st, 2014, NKU will be a tobacco free campus. The use of all tobacco products shall be prohibited in all campus buildings and outside areas on campus.

**STATUTORY AUTHORITY**

Selection of firms to provide professional services to Northern Kentucky University are governed by the provisions of the Kentucky Revised Statutes, KRS 45A.085, <http://www.lrc.ky.gov/KRS/045A00/085.PDF>

**FOREIGN CORPORATIONS**

Foreign corporations are defined as corporations that are organized under 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.

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.

**DOMESTIC CORPORATIONS**

Domestic corporations are required to be in good standing

**OCCUPATIONAL LICENSE**

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.

**PERSONAL SERVICE CONTRACTS**

Not Applicable

**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.

**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 SUBMISSION**

Vendors are to submit **FIVE (5) bound complete copies** of their proposal, **ONE (1) unbound that is to be clearly marked as the original** with original signatures on the required pages, and an electronic copy on a multimedia flash drive. 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.

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.

### **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:

Tab	Table of Contents
A	Cover Letter
B	Required Functionality (RFP Responses)
C	Desired Functionality (RFP Responses)
D	Implementation and Support (RFP Responses)
E	Vendor Reliability and Experience (RFP Responses)
F	Data Management Reporting and Audit (RFP Responses)
G	Technical Requirements (RFP Responses)
H	Pricing (RFP Responses)
I	One page project schedule
J	Signed Certification and Affidavit Page (Above)
L	References

### **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 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 (1-5)	Score (0-10 pts.)	Weighted score (Weight x score)
Functionality and usability provided by Tool	5		
NCAA Legislation Updates	5		
Ease of Use	4		
Training and Support	3		
Cost	3		

**ON CAMPUS PRESENTATIONS**

After the initial evaluation, formal presentations may be scheduled at the complete and sole discretion of NKU. 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 2:00 pm on January 15, 2015

**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:

Blaine Gilmore  
Procurement Services, Associate Director  
Northern Kentucky University  
Lucas Administrative Center, 617  
Highland Heights, KY 41099  
Phone: 859.572.6449  
FAX: 859.572.6995  
E-mail: [gilmoreb@nku.edu](mailto:gilmoreb@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 Franklin 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).

## **PROPOSAL INSTRUCTIONS**

### **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) NKU Department of Athletics – Mission**

The mission of NKU Athletics is to advance the University's vision while focusing on the well-being of our student-athletes as we prepare and empower each of them for academic and competitive success at NKU and beyond. We are committed to serving and engaging the University and local community while preserving and establishing meaningful and enduring relationships with alumni, friends and fans. We will do so with uncompromising integrity and sportsmanship exceeding the guidance provided by the National Collegiate Athletics Association and Atlantic Sun Conference.

### **3) Purpose -**

Northern Kentucky University is seeking a software solution that will allow us to meet our NCAA compliance and recruiting needs. The solution must be fully functional, supported, practical, intuitive, and integrated into our current technical infrastructure and campus environment.

### **4) Required Functionality- Clearly Address Each By Number Under Tab B**

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

- 1) Phone/tablet app for all recruiting and compliance functions; ability to view and update all information using the app
- 2) Send mass text to student-athletes, where students can reply via text that goes to sender's email
- 3) Updated and accurate compliance rules for all areas of program
- 4) Student-Athlete Forms Database
  - a. Easy for students to access, complete and update
  - b. Ability for compliance to easily track form completion
  - c. Ability to create institution-specific forms easily and at no additional cost
- 5) Countable Athletically-Related Activity Logs
  - a. Logs should be as easy to complete in the system as on paper
  - b. Student-athlete online review and approval
- 6) Playing Season Declaration

- 7) Recruiting
    - a. Branded email
    - b. Email groups
    - c. Flag potential violations and gives compliance users the ability to review and override when appropriate
    - d. Easy for coaches to enter evaluations and contacts
  - 8) Complimentary Admissions
    - a. Saved approval list
- 5) **Desired Functionality- Clearly Address Each By Number Under Tab C**
- 1) Simple method for sending email blasts
  - 2) Ability to easily make and edit custom “groups”
  - 3) Ability to receive notifications to phone (things like recruit birthdays)
  - 4) Sync with cell phone- program double checks when you make a call. Example: “Do you really want to call Sally?” That way you are certain to not dial someone you’re not supposed to.
  - 5) Logs recruiting person days and calendar days based on sport program rules
  - 6) Ability to communicate with campus SAP system to avoid duplicative data entry
  - 7) Ability to communicate with recruiting software (i.e., Varsity Athlete) to avoid duplicative data entry
  - 8) Equipment management
- 6) **NCAA Legislation Updates – Clearly address how NCAA Legislation Updates are integrated into the software.**
- 7) **Client Support Program – Clearly address the training and support offered to clients.**

**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 Proposal a one page project schedule assuming that a contract is awarded immediately after bid opening.