



Early Warning Software Proposal-Dean of Students

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Issuing Agent and Communications Contact:

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Mission Statement:

Erie Community College meets the needs of a diverse student body and contributes to regional economic vitality by providing excellent, flexible, affordable, and accessible educational programs in a multi-campus environment committed to continuous improvement.

Values and Operating Principles:

ECC will become a national and regional model for the community college in the 21st century. ECC wants to be known as the most student-friendly and accessible college and the place where success begins. ECC will be an inspirational choice where students of all levels of ability attend because it is the best match to their lifestyle and a respected institution among employers within higher education and throughout the region.

Core Values:

- **Student Centeredness:** Service to students is the primary reason for ECC's existence. We put the student at the center of all programs and services, with responsiveness, accessibility, and flexibility within all that we do.
- **Accessibility:** ECC serves the needs and wants of all students, including those not having educational opportunity elsewhere. Access means inclusion by reducing financial, location, physical, language, and other barriers.
- **Academic Excellence:** We expect academic rigor in all curricula and from all students. ECC commits to the premise that quality teaching with comprehensive support will result in positive learning outcomes and student achievement.
- **Openness and Respect:** We recognize, promote, and appreciate a broad range of cultures, attitudes, and viewpoints and create an environment of respect, caring, and trust. Each individual, no matter his or her limitations, has intrinsic dignity and unique capabilities.

Introduction:

Erie Community College is currently looking for qualified parties interested in providing the integration of early warning software to provide college faculty and staff a vehicle in which to increase retention by providing an efficient, timely, and secure way to identify at-risk students and to provide tailored interventions based upon their needs. It is the intent of the college to be able to use this software with the entire college student body which is approximately 12,631 students.

It is the College’s intent to select the Proposer that provides the best solution for the College’s needs.

The College reserves the right to amend this RFP. The College reserves the right to reject any or all of the proposal, submitted in response to this RFP, and reserves the right to waive formalities, if such action is deemed to be in the best interest of the College. The College reserves the right to request additional information from the Proposer. The College reserves the right to award negotiated contracts to one or more proposers.

This RFP is not intended and shall not be construed to commit the College to any pay costs incurred in connection with any proposal or to procure or connect with any firm. The College will only contract with firms that do not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability, marital status, sexual orientation, citizenship status or any other status protected by New York State and Federal Laws.

II. Proposal Procedures:

A. Anticipated Schedule of Proposal:

The following schedule is for informational purposes only. The College reserves the right to amend this schedule at any time.

Issue RFP:	October 27 th , 2014
Proposals Due:	November 7 th , 2014
Selection Made:	November 17 th , 2014
Contract Signed:	Following all necessary College approvals

B. General Requirements:

1. Each proposal shall be prepared simply, avoiding the use of elaborate promotional materials beyond what is sufficient to provide a complete, accurate, and reliable presentation.
2. One (1) original and four (4) copies shall be submitted. Proposals must be signed. Unsigned proposals will be rejected.
3. Submission of Proposals shall be directed to:
Dean of Students-South Campus
4041 Southwestern Boulevard, room 5212
Orchard Park, NY 14127
Attention: Early Warning Software RFP
All proposals must be arrive to the above office on or before November 7th, 2014at 3:: 00p.m. Proposals received after the above date and time will not be considered. The College is under no obligation to return proposals.
4. Requests for clarification of this RFP must be written and submitted to the Dean of Students through e-mail to cruzh@ecc.edu no later than December 18th.
No Communications of any kind will be binding against the college, except for the formal written responses to any request for clarification.
5. Proposers may be required to give an oral presentation to the College to clarify or elaborate on the written proposal. Those proposers will be notified to arrange specific times.
6. No proposal will be accepted from nor any agreement awarded to any proposer that appears upon any debt or in default of any obligation owed to the College. Additionally, no agreement will be awarded to any that have failed to satisfactorily perform pursuant to any prior agreement with the College.

III. Scope of Professional Services Required:

The College is soliciting proposals from interested parties interested in providing the integration of early warning software to provide college faculty and staff a vehicle in which to increase retention by providing an efficient, timely, and secure way

to identify at-risk students and to provide tailored interventions based upon their needs. It is the intent of the college to be able to use this software with the entire college student body which is approximately 12,631 students.

All respondents are required to provide information requested or answer questions presented. Failure to do so may result in disqualification.

- Describe your methods for mining data in Colleague in order to provide predicative analytics that determine the level of student risk.
- Please provide examples of data extraction from Ellucian Colleague (Unidata).
- Please state how information is populated and refreshed/updated into your software system, e.g. is it batch loaded or real-time. If it is batch loaded, how often?
- Please state what reporting format you utilize when tracking students and whether or not they have completed the non-cognitive assessment.
- How do students become aware of action items that they need to complete once they are enrolled?
- Describe your methods including utilization of third party software to analyze features of students' non-cognitive/non-academic risk factors.
- Explain the method of how faculty and staff initiate commenting on behavioral/attitudinal factors that may categorize the student as medium to high risk.
- Demonstrate the features available for faculty and staff to report interventions applied to an at-risk student. Are there features that assess these efforts?
- Please describe the features of the software that communicate to institutional staff that a case created on a student has been resolved.
- Explain software features that allow student's access to their profile. Please demonstrate how the level of access is configurable from the perspective of the student, CITS, and the end-user.
- Please demonstrate software features that allow a student the ability to ask a faculty or staff member a question.
- Please describe features of your software that allow the use of mobile technology, secure web access, and appointment scheduling features for faculty, staff, and students.
- Explain your methods or workflow in assisting the college in determining the institutions own retention curve while utilizing national benchmarks.
- Does your software allow single sign-on using active directory?

- Explain integration features with Blackboard, MS Office, SharePoint, Image Now, and the college's ERP system (Ellucian Colleague)
- Provide at least three references of other community college's that are currently utilizing your software.
- Describe any special features that are targeted towards two-year institutions.
- Describe features for inputting case notes.
- Please explain if the software is a hosted or non-hosted solution.
- Please provide the estimated project implementation time-line and customer support after the software has been installed and implemented.

In preparing your proposal, please pay particular attention to the following General Conditions:

1. The proposal must be signed by a duly authorized officer of the Proposer.
2. A minimum of five years in providing contracted early warning software integration.
3. Provide references of three institutions (preferable SUNY) with at least two of the institutions with total enrollment of 12,000 students and a multi-campus environment.
4. Experience with community colleges.

Proposals should include a brief history of your organization's Early Warning Software development and a copy of your standard service agreement.

5. The proposal must comply with all federal, New York State, and College laws, rules, and regulations.
6. Submit the following with your proposal:
 - A. Sample of company literature
 - B. All documents requested in this Request for Proposal
7. A copy of this RFP will be available upon request in Microsoft Word. Please send a letter of intent informing the institution of your request to cruzh@ecc.edu.

IV. Statement of Rights:

Understandings:

Please take notice, by submission of a proposal in response to this request for proposals, the proposer agrees to and understands:

- That any proposal, attachments, additional information etc. submitted pursuant to this Request for Proposals constitute merely a suggestion to negotiate with the College and is not a bid under Section 103 of the New York State General Municipal Law:

- Submission of a proposal, attachments, and additional information shall not entitle the proposer to enter an agreement with the College for required services;
- By submitting a proposal, the proposer agrees and understands that the College is not obligated to respond to the proposal, nor is it legally bound in any manner whatsoever by submission of the same;
- That any and all counter-proposals, negotiations, or any communications received by a proposing entity, its officers, employees or agents from the College, its elected officials, offices, employees, or agents, shall not be binding against the College, its elected officials, officers, employees, or agents unless a formal written agreement for the services sought by this RFP is duly executed by both parties and approved by the Erie County Legislature, the Erie County Fiscal Stability Authority (if necessary), and the Office of the Executive Vice President for Legal Affairs at Erie Community College

In addition, to the foregoing, by submitting a proposal, the proposer also understands and agrees that the College reserves the right, and may at its sole discretion exercise, the following rights and options with respect to this Request for Proposals:

- To reject any or all proposals;
- To issue amendments to this RFP;
- To issue additional solicitations for proposals;
- To waive any irregularities in proposals received after notification to proposers affected;
- To select any proposal as the basis for negotiations of a contract, and to negotiate with one or more of the proposers for amendments or other modifications to their proposals;
- To conduct investigations with respect to the qualifications of each proposer;
- To exercise its discretion and apply its judgment with respect to any aspect of this RFP, the evaluation of proposals, and the negotiations and award of any contract;
- To enter into an agreement for only portions (or not to enter into an agreement for any) of the services contemplated by the proposals with one or more of the proposers;
- To select the proposal that best satisfies the interests of the College and not necessarily on the basis of price or any other single factor;
- To interview the proposer (s);

- To request or obtain additional information the College deems necessary to determine the ability of the proposer;
- To modify dates;
- All proposals prepared in response to this RFP are at the sole expense of the proposer, and with the express understanding that there will be no claim, whatsoever, for reimbursement from the College for the expenses of preparation. The College assumes no responsibility or liability of any kind for costs incurred in the preparation or submission of any proposal.
- The College is not responsible for any internal or external delivery delays which may cause any proposal to arrive beyond the stated deadline. To be considered, proposals MUST arrive at the place specified and be time stamped prior to the deadline.

Additional Respondent Requirements:

- Provide an Executive Summary of software and services offered.

Provide an itemized pricing list with the following breakdown:

1. Initial software cost
2. Annual maintenance
3. Licensing model
4. Hourly rate for services
5. Estimated total cost of implementation services.
- 6.

Evaluation:

The following criteria, not necessarily listed in order of importance, will be used to review the proposals. The College reserves the right to weigh its evaluation criteria in any manner deemed appropriate:

- Proposer's experience and capability to perform the proposed software and implementation services.
- Proposer's financial ability to provide the services.
- Evaluation of the professional qualifications, personal background, and resumes of individuals involved in providing the services.
- The cost of software procurement.
- Evaluation of the proposer's licensing and maintenance costs.

- A determination that the proposer has submitted a complete and responsive proposal as required by this RFP.
- An evaluation of the proposer's projected approach and plans to meet the requirements of this RFP.
- Proposers must sign the Proposal Certification attached. Unsigned proposals will be rejected.
- Proposers may be required to give an oral presentation to the College to clarify or elaborate on the written proposal.

CONTRACT

After selection of the successful proposer, a formal written contract will be prepared by the College and will not be binding until signed by both parties and, if necessary, approved by the Erie County Legislature and the Office of the Executive Vice President for Legal Affairs of ECC. **NO RIGHTS SHALL ACCRUE TO ANY PROPOSER BY THE FACT THAT A PROPOSAL HAS BEEN SELECTED BY THE COLLEGE FOR SUBMISSION TO THE ERIE COUNTY LEGISLATURE AND/OR THE ERIE COUNTY FISCAL STABILITY AUTHORITY FOR APPROVAL. THE APPROVAL OF SAID LEGISLATURE AND/OR AUTHORITY MAY BE NECESSARY BEFORE A VALID AND BINDING CONTRACT MAY BE EXECUTED BY THE COLLEGE.**

The term of the contract shall be for a one (!) year period commencing October, 2014 and terminating October, 2015. The College, in its sole discretion may extend the agreement beyond its initial term for up to two (2) additional 3-year periods at the same prices and conditions.

INDEMNIFICATION AND INSURANCE

The proposer accepts and agrees that language in substantially the following form will be included in the contract between the proposer and the College:

"In addition to, and not in limitation of the insurance requirements contained herein the Consultant agrees:

(a) that except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of the College, the Consultant shall indemnify and hold harmless the College, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees

or loss arising directly or indirectly out of the acts or omissions hereunder by the Consultant or third parties under the direction or control of the Consultant; and

(b) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement and to bear all other costs and expenses related thereto.

Upon execution of any contract between the proposer and the College, the proposer will be required to provide proof of the insurance coverage described in Schedule "B".

Insurance coverage in amount and form shall not be deemed acceptable until approved by the College.

INTELLECTUAL PROPERTY RIGHTS

The proposer accepts and agrees that language in substantially the following form will be included in the contract between the proposer and the College:

All deliverables created under this Agreement by the Consultant are to be considered "works made for hire". If any of the deliverables do not qualify as "works made for hire", the Consultant hereby assigns to the College all right, title and interest (including ownership of copyright) in such deliverables and such assignment allows the College to obtain in its name copyrights, registrations and similar protections which may be available. The Consultant agrees to assist the College, if required, in perfecting these rights. The Consultant shall provide the College with at least one copy of each deliverable.

The Consultant agrees to indemnify and hold harmless the College for all damages, liabilities, losses and expenses arising out of any claim that a deliverable infringes upon an intellectual property right of a third party. If such a claim is made, or appears likely to be made, the Consultant agrees to enable the College's continued use of the deliverable, or to modify or replace it. If the

College determines that none of these alternatives is reasonably available, the deliverable will be returned.

All records compiled by the Consultant in completing the work described in this Agreement, including but not limited to written reports, source codes, studies, drawings, blueprints, negatives of photographs, computer printouts, graphs, charts, plans, specifications and all other similar recorded data, shall become and remain the property of the College. The Consultant may retain copies of such records for its own use.

NON-COLLUSION

The proposer, by signing the proposal, does hereby warrant and represent that any ensuing agreement has not been solicited, secured or prepared directly or indirectly, in a manner contrary to the laws of the State of New York and the County of Erie, and that said laws have not been violated and shall not be violated as they relate to the procurement or the performance of the agreement by any conduct, including the paying or the giving of any fee, commission, compensation, gift, gratuity or consideration of any kind, directly or indirectly, to any College employee, officer or official.

CONFLICT OF INTEREST

All proposers must disclose with their proposals the name of any officer, director or agent who is also an employee of the College. Further, all proposers must disclose the name of any College employee who owns, directly or indirectly, an interest of ten percent or more in the firm or any of its subsidiaries or affiliates.

There shall be no conflicts in existence during the term of any contract with the College. The existence of a conflict shall be grounds for termination of a contract.

COMPLIANCE WITH LAWS

By submitting a proposal, the proposer represents and warrants that it is familiar with all federal, state and local laws and regulations and will conform to said laws and regulations. The preparation of proposals, selection of proposers and the award of contracts are subject to provisions of all Federal, State and County laws, rules and regulations.

CONTENTS OF PROPOSAL

The New York State Freedom of Information Law as set forth in Public Officers Law, Article 6, Sections 84 et seq., mandates public access to government records. However, proposals submitted in response to this RFP may contain technical, financial background or other data, public disclosure of which could cause substantial injury to the proposer's competitive position or constitute a trade secret. Proposers who have a good faith belief that information submitted in their proposals is protected from disclosure under the New York Freedom of Information Law shall:

a) Insert the following notice in the front of its proposal:

"NOTICE

The data on pages ___ of this proposal identified by an asterisk (*) contains technical or financial information constituting trade secrets or information the disclosure of which would result in substantial injury to the proposer's competitive position.

The proposer requests that such information be used only for the evaluation of the proposal, but understands that any disclosure will be limited to the extent that the College considers proper under the law. If the College enters into an agreement with this proposer, the College shall have the right to use or disclose such information as provided in the agreement, unless otherwise obligated by law."

And

b) clearly identify the pages of the proposals containing such information by typing in bold face on the top of each page " *** THE PROPOSER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE STATE FREEDOM OF INFORMATION LAW."**

The College assumes no liability for disclosure of information so identified, provided that the College has made a good faith legal determination that the information is not protected from disclosure under applicable law or where disclosure is required to comply with an order or judgment of a court of competent jurisdiction.

The contents of the proposal which is accepted by the College, except portions "Protected from Disclosure", may become part of any agreement resulting from this RFP.

EFFECTIVE PERIOD OF PROPOSALS

All proposals must state the period for which the proposal shall remain in effect (i.e. how much time the College has to accept or reject the proposal under the terms proposed). Such period shall not be less than 180 days from the proposal date.

SCHEDULE "A"

PROPOSER CERTIFICATION

The undersigned agrees and understands that this proposal and all attachments, additional information, etc. submitted herewith constitute merely an offer to negotiate with Erie Community College and is NOT A BID. Submission of this proposal, attachments, and additional information shall not obligate or entitle the proposing entity to enter into a service agreement with the College for the required services. The undersigned agrees and understands that the College is not obligated to respond to this proposal nor is it legally bound in any manner whatsoever by the submission of same. Further, the undersigned agrees and understands that any and all proposals and negotiations shall not be binding or valid against the College, its directors, officers, employees or agents unless an agreement is signed by a duly authorized officer of the College and, if necessary, approved by the Erie County Legislature and Erie County Fiscal Stability Authority and the Office of the Executive Vice President for Legal Affairs.

It is understood and agreed that the College reserves the right to reject consideration of any and all proposals including, but not limited to, proposals which are conditional or incomplete. It is further understood and agreed that the College reserves all rights specified in the Request for Proposals.

It is represented and warranted by those submitting this proposal that except as disclosed in the proposal, no officer or employee of the College is directly or indirectly a party to or in any other manner interested in this proposal or any subsequent service agreement that may be entered into.

Proposer Name

By: _____

Name and Title

