

REQUEST FOR PROPOSALS

NKU-19-2022



**HR Learning and Performance
Management System Platform**

01/12/2022

ATTENTION: This is not an order. Read all instructions, terms and conditions carefully.

Proposal NO: NKU-19-2022
Issue Date: 01/12/2022
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: BIDS MUST BE RECEIVED BY: 03/18/2022 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 the [NKU Procurement Website](#), 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.

RECIPROCAL PREFERENCE

- (1) Prior to a contract being awarded to the lowest responsible and responsive bidder on a contract by a public agency, a resident bidder of the Commonwealth shall be given a preference against a nonresident bidder registered in any state that gives or requires a preference to bidders from that state. The preference shall be equal to the preference given or required by the state of the nonresident bidder.
- (2) A resident bidder is an individual, partnership, association, corporation, or other business entity that, on the date the contract is first advertised or announced as available for bidding:
 - (a) Is authorized to transact business in the Commonwealth; and
 - (b) Has for one (1) year prior to and through the date of the advertisement, filed Kentucky corporate income taxes, made payments to the Kentucky unemployment insurance fund established in KRS 341.490, and maintained a Kentucky workers' compensation policy in effect.
- (3) A nonresident bidder is an individual, partnership, association, corporation, or other business entity that does not meet the requirements of subsection (2) of this section.
- (4) If a procurement determination results in a tie between a resident bidder and a nonresident bidder, preference shall be given to the resident bidder.
- (5) This section shall apply to all contracts funded or controlled in whole or in part by a public agency.

- (6) The Finance and Administration Cabinet shall maintain a list of states that give to or require a preference for their own resident bidders, including details of the preference given to such bidders, to be used by public agencies in determining resident bidder preferences. The cabinet shall also promulgate administrative regulations in accordance with KRS Chapter 13A establishing the procedure by which the preferences required by this section shall be given.
- (7) The preference for resident bidders shall not be given if the preference conflicts with federal law.
- (8) Any public agency soliciting or advertising for bids for contracts shall make KRS 45A.490 to 45A.494 part of the solicitation or advertisement for bids

DEFINITIONS

As used in KRS 45A.490 to 45A.494: (1) "Contract" means any agreement of a public agency, including grants and orders, for the purchase or disposal of supplies, services, construction, or any other item; and

(2) "Public agency" has the same meaning as in KRS 61.805.

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.

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

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

AUTHORIZED SIGNATURE: _____

NAME (Please Print Legibly): _____

TITLE: _____ DATE: _____

State of _____)

County of _____)

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

(Notary Public)

My Commission expires: _____

THIS DOCUMENT MUST BE NOTORIZED

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1.0 DEFINITIONS

The term "addenda" means written or graphic instructions issued by the Northern Kentucky University prior to the receipt of proposals that modify or interpret the RFP documents by additions, deletions, clarifications and/or corrections.

The term "competitive negotiations" means the method authorized in the Kentucky Revised Statutes, Chapter 45A.085.

The terms "offer" or "proposal" mean the offeror's/offers' response to this RFP.

The term "offeror" means the entity or contractor group submitting the proposal.

The term "contractor" means the entity receiving a contract award.

The term "purchasing agent" means Northern Kentucky University appointed contracting representative.

The term "responsible offeror" means a person, company or corporation that has the capability in all respects to perform fully the contract requirements and the integrity and reliability that will assure good faith performance. In determining whether an offeror is responsible, the University may evaluate various factors including (but not limited to): financial resources; experience; organization; technical qualifications; available resources; record of performance; integrity; judgment; ability to perform successfully under the terms and conditions of the contract; adversarial relationship between the offeror and the University that is so serious and compelling that it may negatively impact the work performed under this RFP; or any other cause determined to be so serious and compelling as to affect the responsibility of the offeror.

The term "solicitation" means RFP.

The term "University" means Northern Kentucky University.

2.0 GENERAL OVERVIEW

2.1 Intent and Scope

The intent of this Request for Proposal (RFP) is to solicit proposals from qualified, experienced, financially sound and responsible vendors for the purpose of purchasing a secure, singular electronic solution with integrated capability to NKU’s current SAP system that will help to create, upload, manage and maintain elements of the University’s onboarding, talent development (e.g. training, career pathing, succession planning, etc.), wellness, inclusiveness, and performance evaluation programs and processes. This system will enable all employees, supervisors, managers with approving authority, and HR to collaboratively build and manage the talent pool, offer and record learning and performance successes and opportunities for improvement, strategically plan for the talent of the future, and elevate communication and visibility of data from an onboarding, talent development, wellness, inclusiveness, and performance perspective.

2.2 University Information

Additional information regarding Northern Kentucky University can be found at <https://inside.nku.edu/>

3.0 PROPOSAL REQUIREMENTS

3.1 Key Event Dates

Release of RFP	01/12/2022
Deadline for Written Questions	Noon Eastern Time on 02/04/2022
NKU Response to Questions	Noon Eastern Time on 02/25/2022
RFP Proposals Due	2 p.m. Eastern Time on 03/18/2022
Scripted Demo Presentations (select Vendors)	April 4 – April 15, 2022
Best and Final Proposals (select Vendors)	2 p.m. Eastern Time on 05/05/2022
Award Date	05/16/2022

*projected dates

3.2 Offeror Communication

To ensure that RFP documentation and subsequent information (modifications, clarifications, addenda, Written Questions and Answers, etc.) are directed to the appropriate persons within the offeror’s firm, each offeror who intends to participate in this RFP is to provide the following information to the purchasing officer. Prompt, thorough compliance is in the best interest of the offeror. Failure to comply may result in incomplete or delayed communication of addenda or other vital information. Contact information is the responsibility of the offeror. Without the prompt information, any communication shortfall shall reside with the offeror.

- Name of primary contact
- Mailing address of primary contact

- Telephone number of primary contact
- Fax number of primary contact
- E-mail address of primary contact
- Additional contact persons with same information provided as primary contact

This information shall be transmitted via e-mail to:

Proposals must be submitted electronically.

Note: We are asking that all bids be submitted electronically to vasquezh1@nku.edu and purchasing@nku.edu by the time and date specified.

Either a PDF or a link such as DropBox, Microsoft One Drive, Google Drive, etc. is acceptable. Bids received after the closing date and time will not be considered.

Holly C Vasquez

Manager, Procurement Services
1 Nunn Drive Northern Kentucky University
Lucas Administrative Center, Suite 617
Highland Heights, KY 41099
vasquezh1@nku.edu

RFP NKU-19-2022 HR Learning Management System

All communication with the University regarding this RFP shall only be directed to the purchasing agent listed above.

3.3 Pre-Proposal Conference

No pre-proposal conference will be held for this RFP.

3.4 Offeror Presentations

All offerors whose proposals are judged acceptable for award may be asked to make a presentation to the evaluation committee.

3.5 Preparation of Offers

The offeror is expected to follow all specifications, terms, conditions and instructions in this RFP.

The offeror will furnish all information required by this solicitation.

Proposals should be prepared simply and economically, providing a description of the offeror's capabilities to satisfy the requirements of the solicitation. Emphasis should be on completeness and clarity of content. All documentation submitted with the proposal should be bound in the single volume except as otherwise specified.

An electronic version of the RFP, in .PDF format only, is available through Northern Kentucky University's Plan Room at <https://www.nkuplanroom.com/purchasing/View/Login>.

3.6 Proposal Submission and Deadline

Please submit proposal via email:

Note: We are asking that all bids be submitted electronically to vasquezh1@nku.edu and purchasing@nku.edu by the time and date specified.

Either a PDF or a link such as DropBox, Microsoft One Drive, Google Drive, etc. is acceptable. Bids received after the closing date and time will not be considered.

Holly C Vasquez

Manager, Procurement Services
1 Nunn Drive Northern Kentucky University
Lucas Administrative Center, Suite 617
Highland Heights, KY 41099
vasquezh1@nku.edu

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

3.7 Modification or Withdrawal of Offer

An offer and/or modification of offer received at the office designated in the solicitation after the exact hour and date specified for receipt will not be considered.

An offer may be modified or withdrawn by written notice before the exact hour and date specified for receipt of offers. An offer also may be withdrawn in person by an offeror or an authorized representative, provided the identity of the person is made known and the person signs a receipt for the offer, but only if the withdrawal is made prior to the exact hour and date set for receipt of offers.

3.8 Acceptance or Rejection and Award of Proposal

The University reserves the right to accept or reject any or all proposals (or parts of proposals), to waive any informalities or technicalities, to clarify any ambiguities in proposals and (unless otherwise specified) to accept any item in the proposal. In case of error in extension or prices or other errors in calculation, the unit price shall govern. Further, the University reserves the right to make a single award, split awards, multiple awards or no award, whichever is in the best interest of the University.

3.9 Rejection

Grounds for the rejection of proposals include (but shall not be limited to):

- Failure of a proposal to conform to the essential requirements of the RFP.
- Imposition of conditions that would significantly modify the terms and conditions of the solicitation or limit the offeror's liability to the University on the contract awarded on the basis of such solicitation.
- Failure of the offeror to sign the University RFP. This includes the Authentication of Proposal and Statement of Non-Collusion and Non-Conflict of Interest statements.

- Receipt of proposal after the closing date and time specified in the RFP.

3.10 Addenda

Any addenda or instructions issued by the purchasing agent prior to the time for receiving proposals shall become a part of this RFP. Such addenda shall be acknowledged in the proposal. No instructions or changes shall be binding unless documented by a proper and duly issued addendum.

3.11 Disclosure of Offeror's Response

The RFP specifies the format, required information and general content of proposals submitted in response to this RFP. The purchasing agent will not disclose any portions of the proposals prior to contract award to anyone outside the Office of Procurement Services, the University's administrative staff, representatives of the state or federal government (if required) and the members of the committee evaluating the proposals. After a contract is awarded in whole or in part, the University shall have the right to duplicate, use or disclose all proposal data submitted by offerors in response to this RFP as a matter of public record.

Any submitted proposal shall remain valid for 90 days after the proposal due date.

3.12 Restrictions on Communications with University Staff

From the issue date of this RFP until a contractor is selected and a contract award is made, offerors are not allowed to communicate about the subject of the RFP with any University administrator, faculty, staff or members of the board of regents except: the purchasing agent representative, any University purchasing official representing the University administration, others authorized in writing by the Office of Procurement Services and University representatives during offeror presentations. If violation of this provision occurs, the University reserves the right to reject the offeror's proposal.

3.13 Cost of Preparing Proposal

Costs for developing the proposals and any subsequent activities prior to contract award are solely the responsibility of the offerors. The University will provide no reimbursement for such costs.

3.14 Disposition of Proposals

All proposals become the property of the University. The successful proposal will be incorporated into the resulting contract by reference.

3.15 Alternate Proposals

Not applicable.

3.16 Questions

All questions should be submitted by either fax or e-mail to the purchasing agent listed in Section 3.2 no later than the date listed in Section 3.1.

3.17 Section Titles in the RFP

Section titles used herein are for the purpose of facilitating ease of reference only and shall not be construed to infer the construction of contractual language.

3.18 No Contingent Fees

No person or selling agency shall be employed or retained or given anything of monetary value to solicit or secure this contract, except bona fide employees of the offeror or bona fide established commercial or selling agencies maintained by the offeror for the purpose of securing business. For breach or violation of this provision, the University shall have the right to reject the proposal, annul the contract without liability, or, at its discretion, deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee or other benefit.

3.19 Proposal Addenda and Rules for Withdrawal

Prior to the date specified for receipt of offers, a submitted proposal may be withdrawn by submitting a written request for its withdrawal to the University purchasing office, signed by the offeror. Unless requested by the University, the University will not accept revisions or alterations to proposals after the proposal due date.

4.0 PROPOSAL FORMAT AND CONTENT

4.1 Proposal Information and Criteria

The following list specifies the items to be addressed in the proposal. Offerors should read it carefully and address it completely and in the order listed to facilitate the University's review of the proposal.

Proposals shall be organized into the sections identified below. The content of each section is detailed in the following pages. It is strongly suggested that offerors use the same numbers for the following content that are used in the RFP.

- Table of Contents
- Signed Authentication of Proposal and Statement of Non-Collusion and Non-Conflict of Interest Form
- Executive Summary and Proposal Overview
- Proposal
- Addenda Acknowledgement (if applicable)

4.2 Signed Authentication of Proposal and Statements of Non-Collusion and Non-Conflict of Interest Form

The Offeror will sign and return the proposal cover sheet and print or type their name, firm, address, telephone number and date. The person signing the offer must initial erasures or other changes. An offer signed by an agent is to be accompanied by evidence of their authority unless such evidence

has been previously furnished to the purchasing agency. The signer shall further certify that the proposal is made without collusion with any other person, persons, company or parties submitting a proposal; that it is in all respects fair and in good faith without collusion or fraud; and that the signer is authorized to bind the principal offeror.

Non-Collusion and Non-Conflict of Interest form is attached to this RFP.

4.3 Executive Summary and Proposal Overview

The Executive Summary and Proposal Overview shall condense and highlight the contents of the technical proposal in such a way as to provide the evaluation committee with a broad understanding of the entire proposal.

4.4 Project Scope

The scope of this project is to purchase a secure, singular electronic solution with integrated capability to NKU's current SAP system that will help to create, upload, manage and maintain elements of the University's onboarding, talent development (e.g. training, career pathing, succession planning, etc.), inclusiveness, and performance evaluation programs and processes. This system will enable all employees, supervisors, managers with approving authority, and HR to collaboratively build and manage the talent pool, offer and record learning and performance successes and opportunities for improvement, strategically plan for the talent of the future, and elevate communication and visibility of data from an onboarding, talent development, wellness, inclusiveness, and performance perspective.

To do this:

- The platform must have the functionality and technical requirements as listed in Appendix A: Business Requirements, which focuses on:
 - Accessibility - mobile support
 - Ease of Use - quick, easy set up, and navigation
 - Integration - ability to work with current systems (internal and external)
 - Scalability - ability to expand
 - Customization - meet any needs of NKU, particularly during course design

- The vendor must:
 - Have a record of being in the business of providing required services to other higher education institutions (similar or more populous than NKU) for at least four years as of the date of the RFP submission as well as previous experience working with clients who have SAP as their HR enterprise system.
 - Describe the company's client retention rate for last 3 years.
 - Work with NKU's Human Resources and Information Technology departments on the installation and testing of the platform.
 - Have primary responsibility for post-installation support, maintenance and software upgrades to the learning management system, with a secondary auxiliary role to be played by NKU's Human Resources and Information Technology departments.
 - Provide support and maintenance of the platform that include phone support and troubleshooting, on-site support and troubleshooting when necessary, mandatory maintenance, upgrades and database administration, and other related maintenance when necessary.
 - Provide a primary vendor contact before, during, and after installation of the platform.

- Provide training and materials about the use and administration of the platform to all applicable NKU staff.
- Provide at least four (4) references (see reference page) for which your company is currently providing similar services as those requested in this proposal, including up-to-date company/institution name, contact name, email address, contact phone number and a description of the services/product provided. References from higher education clients, including community colleges will receive preferential scoring. Please confirm that each reference is willing to participate in a 30–45-minute reference check call and inform the reference they may be contacted by a University representative.

5.0 EVALUATION CRITERIA PROCESS

The criteria listed below are not necessarily an all-inclusive list. The order of appearance is not intended to indicate relevance of importance.

	Points
Support: Service level agreement, training, help desk, single point of contact (before, during, after), etc.	15
References	5
Company Info: Level of expertise, background, personnel qualifications, and experience with universities of similar size and scope	15
Platform Capability: Learning and performance management platform features & functionality, integration, accessibility, etc.	20
Pricing: Cost of Services (including annual renewal, hosting fees, data integration fees, software maintenance fees, support and training, all other fees)	25
Security: Data, information and systems	20
Total	100

Note: If a vendor submits a proposal that does not provide detailed and coherent information regarding a specific scoring category, the vendor may be granted zero (0) total points for that category.

6.0 SPECIAL CONDITIONS

6.1 Contract Term

The contract resulting from this RFP shall be effective through June 30, 2025 and is renewable for up to 2 additional one-year renewal periods with the written agreement of both parties.

6.2 Effective Date

The effective date of the contract shall be the date upon which the parties execute it and all appropriate approvals, including that of the Commonwealth of Kentucky Government Contracts Review Committee, have been received.

6.3 Competitive Negotiation

It is the intent of the RFP to enter into competitive negotiation as authorized by KRS 45A.085.

The University will review all proposals properly submitted. However, the University reserves the right to request necessary modifications, reject all proposals, reject any proposal that does not meet mandatory requirement(s) or cancel this RFP, according to the best interests of the University.

Offeror(s) selected to participate in negotiations may be given an opportunity to submit a Best and Final Offer to the purchasing agent. All information-received prior to the cut-off time will be considered part of the offeror's Best and Final Offer.

The University also reserves the right to waive minor technicalities or irregularities in proposals providing such action is in the best interest of the University. Such waiver shall in no way modify the RFP requirements or excuse the offeror from full compliance with the RFP specifications and other contract requirements if the offeror is awarded the contract.

6.4 Appearance Before Committee

Any, all or no offerors may be requested to appear before the evaluation committee to explain their proposal and/or to respond to questions from the committee concerning the proposal. Offerors are prohibited from electronically recording these meetings. The committee reserves the right to request additional information.

6.5 Additions, Deletions or Contract Changes

The University reserves the right to add, delete, or change related items or services to the contract established from this RFP. No modification or change of any provision in the resulting contract shall be made unless such modification is mutually agreed to in writing by the contractor and the Purchasing agent and incorporated as a written modification to the contract. Memoranda of understanding and correspondence shall not be interpreted as a modification to the contract.

6.6 Contractor Cooperation in Related Efforts

The University reserves the right to undertake or award other contracts for additional or related work to other entities. The contractor shall fully cooperate with such other contractors and University employees and carefully fit its work to such additional work. The contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or by University employees. This clause shall be included in the contracts of all contractors with whom this contractor will be required to cooperate. The University shall equitably enforce this clause to all contractors to prevent the imposition of unreasonable burdens on any contractor.

6.7 Entire Agreement

The RFP shall be incorporated into any resulting contract. The resulting contract, including the RFP and those portions of the offeror's response accepted by the University, shall be the entire agreement between the parties.

6.8 Governing Law

The 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 relating to the property 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.

6.9 Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act

To the extent Company receives Personal Information as defined by and in accordance with Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, 61.932 and 61.933 (the "Act"), Company shall secure and protect the Personal Information by, without limitation: (i) complying with all requirements applicable to non-affiliated third parties set forth in the Act; (ii) utilizing security and breach investigation procedures that are appropriate to the nature of the Personal Information disclosed, at least as stringent as University's and reasonably designed to protect the Personal Information from unauthorized access, use, modification, disclosure, manipulation, or destruction; (iii) notifying University of a security breach relating to Personal Information in the possession of Company or its agents or subcontractors within seventy-two (72) hours of discovery of an actual or suspected breach unless the exception set forth in KRS 61.932(2)(b)2 applies and Company abides by the requirements set forth in that exception; (iv) cooperating with University in complying with the response, mitigation, correction, investigation, and notification requirements of the Act, (v) paying all costs of notification, investigation and mitigation in the event of a security breach of Personal Information suffered by Company; and (vi) at University's discretion and direction, handling all administrative functions associated with notification, investigation and mitigation.

6.10 Termination for Convenience

Northern Kentucky University, Office of Procurement Services, reserves the right to terminate the resulting contract without cause with a thirty (30) day written notice. Upon receipt by the contractor of a "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 a "notice of termination" and a fixed fee contract will be pro-rated (as appropriate).

6.11 Termination for Non-Performance

Default

The University may terminate the resulting contract for non-performance, as determined by the University, for such causes as:

- Failing to provide satisfactory quality of service, including, failure to maintain adequate personnel, whether arising from labor disputes, or otherwise any substantial change in ownership or proprietorship of the Contractor, which in the opinion of the University is not in its

best interest, or failure to comply with the terms of this contract;

- Failing to keep or perform, within the time period set forth herein, or violation of, any of the covenants, conditions, provisions or agreements herein contained;
- Adjudicating as a voluntarily bankrupt, making a transfer in fraud of its creditors, filing a petition under any section from time to time, or under any similar law or statute of the United States or any state thereof, or if an order for relief shall be entered against the Contractor in any proceeding filed by or against contractor thereunder. In the event of any such involuntary bankruptcy proceeding being instituted against the Contractor, the fact of such an involuntary petition being filed shall not be considered an event of default until sixty (60) days after filing of said petition in order that Contractor might during that sixty (60) day period have the opportunity to seek dismissal of the involuntary petition or otherwise cure said potential default; or
- Making a general assignment for the benefit of its creditors, or taking the benefit of any insolvency act, or if a permanent receiver or trustee in bankruptcy shall be appointed for the Contractor.

Demand for Assurances

In the event the University has reason to believe Contractor will be unable to perform under the Contract, it may make a demand for reasonable assurances that Contractor will be able to timely perform all obligations under the Contract. If Contractor is unable to provide such adequate assurances, then such failure shall be an event of default and grounds for termination of the Contract.

Notification

The University will provide ten (10) calendar days written notice of default. Unless arrangements are made to correct the non-performance issues to the University's satisfaction within ten (10) calendar days, the University may terminate the contract by giving forty-five (45) day notice, by registered or certified mail, of its intent to cancel this contract.

6.12 Funding Out

The University may terminate this contract if funds are not appropriated or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the contract. The University shall provide the contractor thirty (30) calendar days' written notice of termination under this provision.

6.13 Prime Contractor Responsibility

Any contracts that may result from the RFP shall specify that the contractor(s) is/are solely responsible for fulfillment of the contract with the University.

6.14 Assignment and Subcontracting

The Contractor(s) may not assign or delegate its rights and obligations under any contract in whole or in part without the prior written consent of the University. Any attempted assignment or subcontracting shall be void.

6.15 Permits, Licenses, Taxes

The contractor shall procure all necessary permits and licenses and abide by all applicable laws, regulations and ordinances of all federal, state and local governments in which work under this contract is performed.

The contractor must furnish certification of authority to conduct business in the Commonwealth of Kentucky as a condition of contract award. Such registration is obtained from the Secretary of State, who will also provide the certification thereof. However, the contractor need not be registered as a prerequisite for responding to the RFP.

The contractor shall pay any sales, use, personal property and other tax arising out of this contract and the transaction contemplated hereby. Any other taxes levied upon this contract, the transaction or the equipment or services delivered pursuant hereto shall be the responsibility of the contractor.

The contractor will be required to accept liability for payment of all payroll taxes or deductions required by local and federal law including (but not limited to) old age pension, social security or annuities.

6.16 Attorneys' Fees

In the event that either party deems it necessary to take legal action to enforce any provision of the contract and in the event that the University prevails, the contractor agrees to pay all expenses of such action including attorneys' fees and costs at all stages of litigation.

6.17 Royalties, Patents, Copyrights and Trademarks

The Contractor shall pay all applicable royalties and license fees. If a particular process, products or device is specified in the contract documents and it is known to be subject to patent rights or copyrights, the existence of such rights shall be disclosed in the contract documents and the Contractor is responsible for payment of all associated royalties. To the fullest extent permitted by law the Contractor shall indemnify, hold the University harmless, and defend all suits, claims, losses, damages or liability resulting from any infringement of patent, copyright, and trademark rights resulting from the incorporation in the Work or device specified in the Contract Documents.

Unless provided otherwise in the contract, the Contractor shall not use the University's name nor any of its trademarks or copyrights, although it may state that it has a Contract with the University.

6.18 Indemnification

The contractor shall indemnify, hold and save harmless the University, its affiliates and subsidiaries and their officers, agents and employees from losses, claims, suits, actions, expenses, damages, costs (including court costs and attorneys' fees of the University's attorneys), all liability of any nature or kind arising out of or relating to the Contractor's response to this RFP or its performance or failure to perform under the contract awarded from this RFP. This clause shall survive termination for as long as necessary to protect the University.

6.19 **Insurance and Bonding**

If awarded, bidder / proposer must provide NKU with an insurance certificate listing NKU as a certificate holder and additionally insured.

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

The Contractor shall furnish the University the Certificates of Insurance and guarantee the maintenance of such coverage during the term of the contract. The Contractor shall provide an original policy endorsement of its CGL insurance naming Northern Kentucky University and the directors, officers, trustees, and employees of the University as additional insured on a primary and non-contributory basis as their interest appears. Additionally, the Contractor shall provide an original policy endorsement for Waiver of subrogation in favor of the Northern Kentucky University its directors, officers, trustees, and employees as additional insured.

Our basic insurance requirements are:

Workers' Compensation insurance with Kentucky's statutory limits and Employers' Liability insurance with at least \$100,000 limits of liability.

Comprehensive General Liability (CGL) Insurance the limits of liability shall not be less than \$500,000 each occurrence for bodily injury and \$250,000 property damage.

Comprehensive Automobile Liability Insurance: To cover all owned, hired, leased or non-owned vehicles used on the Project. Coverage shall be for all vehicles including off the road tractors, cranes and rigging equipment and include pollution liability from vehicle upset or overturn. Policy limits shall not be less than \$500,000 for bodily injury and \$100,000 for property damage.

Excess liability insurance in an umbrella form for excess coverages shall have a minimum of \$1,000,000 combined single limits for bodily injury and property damage for each.

If accessing NKU Student, Employee, or other personal records, vendor needs Security and Privacy Liability Insurance with limits no less than \$1,000,000.

If accessing NKU Student, Employee, or other personal records, vendor needs Evidence Breach Response Services coverage with limits no less than \$5,000,000.

6.20 Method of Award

It is the intent of the University to award a contract to the qualified offeror 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.

Notwithstanding the above, this RFP does not commit the University to award a contract from this solicitation. The University reserves the right to reject any or all offers and to waive formalities and minor irregularities in the proposal received.

6.21 Reciprocal Preference

In accordance with KRS 45A.494, a resident offeror of the Commonwealth of Kentucky shall be given a preference against a nonresident offeror. In evaluating proposals, the University will apply a reciprocal preference against an offeror submitting a proposal from a state that grants residency preference equal to the preference given by the state of the nonresident offeror. Residency and non-residency shall be defined in accordance with KRS 45A.494(2) and 45A.494(3), respectively. Any offeror claiming Kentucky residency status shall submit with its proposal a notarized affidavit affirming that it meets the criteria as set forth in the above reference statute.

An affidavit is provided and attached, for your convenience to this RFP.

6.22 Reports and Auditing

The University, or its duly authorized representatives, shall have access to any books, documents, papers, records or other evidence which are directly pertinent to this contract for the purpose of financial audit or program review.

6.23 Confidentiality

The University recognizes an offeror's possible interest in preserving selected information and data included in the proposal; however, the University must treat such information and data as required by the Kentucky Open Records Act, KRS 61.870, et seq.

If the offeror declares information provided in their response to be proprietary in nature and not available for public disclosure, the offeror shall declare in their response the inclusion of proprietary information and shall noticeably label as confidential or proprietary each sheet containing such information. Proposals containing information declared by the offeror to be proprietary or confidential, either wholly or in part, not excluded by the Kentucky Open Records Act, KRS 61.870 may be deemed non-responsive and may be rejected.

The University's General Counsel shall review each offeror's information claimed to be confidential and, in consultation with the offeror (if needed), make a final determination as to whether or not the confidential or proprietary nature of the information or data complies with the Kentucky Open Records Act.

6.24 Conflict of Interest

When submitting and signing a proposal, an offeror is certifying that no actual, apparent or potential conflict of interest exists between the interests of the University and the interests of the offeror. A conflict of interest (whether contractual, financial, organizational or otherwise) exists when any individual, contractor or subcontractor has a direct or indirect interest because of a financial or pecuniary interest, gift or other activities or relationships with other persons (including business, familial or household relationships) and is thus unable to render or is impeded from rendering impartial assistance or advice, has impaired objectivity in performing the proposed work or has an unfair competitive advantage.

Questions concerning this section or interpretation of this section should be directed to the University purchasing agent identified in this RFP.

6.25 Extending Contract

The offeror's response to this RFP must state whether or not the offeror will permit the use of this contract by other Universities, state agencies, public and private institutions in the Commonwealth of Kentucky. An answer to this issue must be submitted within the response.

6.26 Personal Service Contract Policies

This RFP is for consulting or other personal services. Kentucky law requires a Personal Services Contract to be signed by the vendor and filed with the Legislative Research Commission in Frankfort prior to any work beginning. [KRS 45A.690](#) defines a Personal Service Contract as "an agreement whereby an individual, firm, partnership, or corporation is to perform certain services requiring professional skill or professional judgment for a specified period of time at a price agreed upon."

After Determination but prior to award, a Personal Services Contract will be sent to the winning offeror for signature. Please be sure to sign and return the **original** contract promptly to Northern Kentucky University. A Notice of Award will not be issued until the signed Personal Services Contract has been received by Procurement Services and filed with the Legislative Research Commission in Frankfort, KY.

REGARDING PERSONAL SERVICE CONTRACT INVOICING

House Bill 387 has now amended Kentucky Revised Statute 45A.695(10)(A) with the following language, "No payment shall be made on any personal service contract unless the individual, firm, partnership, or corporation awarded the personal service contract submits its invoice for payment on a form established by the committee". The Personal Service Contract Invoice Form shall be used for this purpose and for your convenience we have added fields so that it can be filled in online and printed. This form can be located on NKU's Procurement Services website at: www.lrc.ky.gov/statcomm/contracts/PSC%20INVOICE%20form.pdf

APPENDIX A: BUSINESS REQUIREMENTS

	Employee Requirements	Importance
UR01	Employees should receive access to the LMS software immediately upon hire/rehire in SAP.	High
UR02	Employees should be automatically assigned training offerings based on their role, hire date, and location at the university. (Ex: compliance)	High
UR03	The employee should be able to search and self-register for courses by type, date, required, optional, and key word searches.	High
UR04	The employee should be able to see transcripts of all courses and be able to group course by core elements and adhoc. (Ex: All management courses should be grouped together on the transcript).	High
UR05	Employees who are not eligible for a course should not be able to register for that course, however, they should be able to ask for permission to enroll in a course and it be approved by the supervisor and system administrator.	High
UR06	The employee should receive an email notification upon registration in a course. The email will serve as a confirmation reminder and will provide the employee with the ability to cancel or reschedule the class.	High
UR07	The employee should be able to cancel their attendance on a course.	High
UR08	The employee should be able to join a wait list for a classroom course and be notified automatically via email when space becomes available.	High
UR09	The employee should have the ability to add an external training course to their transcript.	High
UR10	An employee should have the option to pre-test out of a course (if a pre-test is available).	High
UR11	The employee should be able to evaluate a course when available.	High
UR12	The employee should receive recognition upon completion of training and be able to print a completion certificate.	High
UR13	The employee should also be able to download digital badges for certain course completions.	Medium
UR14	The employee should be able to send messages through tool to the administrator for help.	Medium
UR15	The employee should have an option for online help to search through topics.	High
UR16	The employee should be able to pause or stop a course and then be able to return or restart the course.	High

UR17	The employee should receive reminder email notifications about the status of incomplete courses. (Ex: 5-day reminder, past due reminder, etc.)	High
UR18	The employee should be able to create a social learning community with administrator approval.	Medium
UR19	The learner should have an event's calendar where training schedules can be viewed.	Medium
LMS Administrator Requirements		
UR20	The administrator should have the option to require manager approval to override eligibility prior to employee being able to register for a course. (Ex: some manager courses will require an employee's supervisor/manager to approve enrollment due to hire date, experience level etc.).	High
UR21	The administrator should have the ability to create eligibility for courses by using data attributes the come over on the employee file. (Ex. employee group, subgroup, dept, job, new hires, rehires, etc.) .	High
UR22	The administrator should have the option to distribute prework for a course with flexibility for format.	High
UR23	The administrator should be able to define prerequisite course(s) to a course.	High
UR24	The administrator should be able to add video recordings and documents such as PDF or PowerPoint, link to surveys, or a link to prework.	High
UR25	The administrator will have the ability to create tests and assessment surveys and assign them to courses, posttest items, and evaluations.	High
UR26	The administrator will have the ability to set a passing score for course tests. (Ex: numbers, percentages, pass/fail)	High
UR27	The administrator will determine how many times a course or test can be repeated.	High
UR28	The administrator will have the ability to assign due dates or set a range of dates for completion of a course or set of courses.	High
UR29	The administrator will have the ability to set or modify start or end dates for a course.	High
UR30	The administrator should be able to create a social learning community.	High
UR31	The administrator should have the ability to set up an option to pre-test/ opt out of a course.	High
UR32	The administrator will have the ability to identify/report on individuals who have not registered for required training.	High

UR33	Attendance tracking for classroom training and online training should be available for manager and administrator reporting and viewing.	High
UR34	The administrator should have the ability to track course evaluation, surveys, assessments, and aggregate reporting.	High
UR35	The administrator should have the ability to require a manager approval for certain courses before the employee can enroll in the course.	High
UR36	Administrators should have the ability to view course test results in the tool and report on these test scores.	High
UR37	Administrators should have the ability to import new uploads outside of regular scheduled imports, override user details, and add new users. (Ex: removing immediate separation, add immediately, etc.)	High
UR38	The administrator should have the capability to customize emails to recipients and the ability to schedule communication in advance to be delivered at specified time intervals. (Ex: 30/60/90-day increments)	High
UR39	Be able to control and manage waitlist functionality.	High
UR40	Be able to record attendance and be able to add participants before, during, and after class has already taken place.	High
UR41	Has the ability to view, print, and share/email employee transcripts.	High
UR42	Be able to enroll employees in courses and be able to add in external courses they have completed.	High
UR43	Ability to assign multiple instructors to a course.	High
UR44	Ability to add observers and speakers to a course.	Medium
UR45	The administrator should be able to send an email notification to the employee's manager about the status of incomplete courses. (Ex: 5-day reminder, past due reminder, etc.)	Medium
UR46	The administrator should have the option to designate a course as restricted/confidential so only the employee and administrator can see details.	High
UR47	The administrator should be able to add a participant in as a "walk in" when not registered.	High
Performance Management		

UR48	The system should be able to manage all competencies, proficiency scales, behavior anchors, etc. to assist with recruitment and performance reviews processes.	High
UR49	The system should have a selection of various language packs that enable all core components of the application to translate into the appropriate language for the user. Must support English, French, Spanish and other languages.	High
UR50	The system must provide support to manage the organization structure and mapping of people to functional units, as well as capture and display associated demographic and talent data (gender, tenure, past performance ratings, a 'next' level down org chart, salary, IDP, etc.	High
UR51	The workflow should be intuitive, logical and allow users to return to where they left off, as well as go back to a previous step, if necessary.	High
UR52	The system should have 9-box functionality for talent calibration and allow for display of names and associated data (gender, eligibility for retirement, performance ratings, etc.) for each cell in the 9-box.	High
UR53	The system should allow for succession planning in supporting position-based and pool-based planning to identify internal candidates for different positions within the University, as well as internal talent searches and candidate comparisons based on performance ratings, talent designations, tenure in role, etc., and candidate nominations.	High
UR54	The system must support and house 30-, 60-, and 90-day performance reviews, mid-year and annual reviews, and adhoc reviews to encourage continuous conversations and check-ins, and allow the administrator to established workflow for logging and approval.	High
UR55	The system must provide the employee and direct supervisor with the ability to capture performance related activities and conversations in an open text format to allow for being able to measure against goals and for tracking purposes. (Ex. Performance journal/log)	High
UR56	The system should allow the option for 360 reviews and peer evaluations as part of the performance evaluation process.	High
UR57	The system must allow for manual generation of the performance improvement plan outside of the mid-year and annual performance evaluation process by the supervisor, as well as auto-generate when an employee receives a rating of "Needs Improvement".	High

UR58	The system must allow the manager and employee to only input and put a weighting to goals, but also be able to change/update the goal or goal weighting during mid-year review.	High
UR59	The system must support the creation of a template within the application and uploading of a substitute document that then goes through the workflow process of logging and approving.	High
UR60	The system must allow for electronic approvals that then move the template, document, etc. through to the next step in the workflow	High
UR61	The system should have spell check and option to add verbiage to use with learning (Ex. Courses, etc.) and performance (Ex. Reviews, goals, etc.) elements.	High
UR62	The system should have a legal scan functionality to scan through performance review language and flag anything that might be out of legal compliance.	High
UR63	The system should be able to cascade goals from top level of the organization down to other levels of the organization.	High
UR64	The system should contain technology to allow employees and managers to create SMART goals by providing sample objectives and prepared goals that can be modified if needed.	High
Manager Requirements		
UR65	The system should allow for the option of manager approval for a course if required.	High
UR66	Managers should be able to opt in if they want to receive email notification of class cancelation if they had to approve enrollment for their employee.	Medium
UR67	Should be able to register their direct reports for classes.	High
UR68	Should be able to view/print transcripts of course completions for their employees.	High
UR69	Should be able to review test results for their employees for select courses.	High
UR70	The manager should not be able to view or receive reports on any confidential courses that the employee is enrolled in.	High
Data Security and Technical Requirements		
UR71	The software should be cloud based (SaaS).	High
UR72	The system should have role-based security levels. (Ex: superuser, modified system administrator role, manager role, supervisor, non-employees, student employees)	High
UR73	Access to the system should be automated via feed from SAP to the LMS software.	High
UR74	The software should integrate and be able to import from external content or build internal content. (ex. Skillsoft)	High

UR75	The system should have the ability to create social learning communities and facilitate chat room functionality or messaging online.	High
UR76	The software should allow for a single sign on by integrating with NKU Active directory for employees.	High
UR77	The software should allow and have the capability to allow external/guest users to sign on through a different link.	High
UR78	The software should have the ability to designate a course as restricted/confidential so that only the administrator and employee can view.	High
UR79	The software should have the ability to add video recordings, documents (such as PDF or PowerPoint), link to surveys, and a link to prework, link to external resources (Ex. YouTube, etc.).	High
UR80	The software should allow for pre-requisites for courses.	High
UR81	The software should allow for co-requisites for courses.	Low
UR82	The software should have the ability to assign pre-requisite courses and/or allow supervisor approval. (Ex: employees should not be able to register for a course when these have not been completed when these requirements are in place.)	High
UR83	A return message should pop up notifying ineligibility when an employee attempts to register for a course for which they are not eligible.	High
UR84	The software should allow for wait list functionality with option for how many can be waitlisted.	High
UR85	The software should accommodate one-time training or repetitive training based on employee start date, role, etc. (Ex. New hire vs. annual renewal)	High
UR86	The software should allow the administrator to select what type of instructional delivery is needed for the course. (Ex: The administrator can select classroom, webinar, or other types of delivery formats).	High
UR87	The software should allow an employee's manager to view progress in a course except where course is marked restricted/confidential. The manager should see options such as required, enrolled, not started, in progress, attendance, and completion status.	High
UR88	The software should be mobile friendly.	High
UR89	The software should have an existing catalog of content.	High
UR90	The software should be capable of integrating from external content providers such as Everfi, Coursera, and Skillsoft.	High

UR91	The software should be capable of integration from SAP to the new platform.	High
UR92	The software should allow for customization of the homepage and training offerings.	High
UR93	The software should be an ADA compliant tool with the ability to measure compliance and must support closed captioning for computer-based training.	High
UR94	The software must have the ability for pre- and post-competition assessment tools.	High
UR95	The software should allow for external training to be included or added by the employee. For instance, CBMI, ASUG, Conferences, continuing education.	High
UR96	The software should allow for tests to be auto-graded and have reporting capability in the software. The ability to manual grade test should be an option as well.	High
UR97	The software should have a content library and can integrate with content from other providers.	High
UR98	The software should have an employee profile where an employee can update previous experience, education, etc.	High
UR99	The software should be able to classify the courses by type, date, required, optional, and key word searches.	High
UR100	The software should build a base employee profile from data from SAP through an import file.	High
UR101	The software should allow for an interface with SAP and update employee records details as they change in SAP in real time, which also allows for courses to be auto-assigned when role changes when applicable, and now duplicate.	High
UR102	The system should be able to track those employees who sign up but don't show up for a class.	High
UR103	The system should have the ability to import historical training records.	High
UR104	The system should provide backup data storage.	High
UR105	There should be regularly scheduled system maintenance for the software.	High
UR106	The software should have browser compatibility for multiple types of PCs (ex: Mac/etc.)	High

UR107	The system must be able to determine that an employee no longer exists based upon the absence from the employee data import from the previous week. The system must automatically deactivate that record but keep it for historical/archive purposes.	High
UR108	The system must update through fields from the data import and now allow employees to make updates to those fields.	High
UR109	The system must have the ability to store, archive and retrieve employee training history.	High
UR110	The system must maintain an audit log of all user transactions and the ability to report on those audits.	High
UR111	The system must allow downloadable content for users in various types of media (Ex: PowerPoint, MS Word, PDF) from a computer or mobile device.	High
UR112	The system must store and manage materials electronically and in print form such as job aids, instructor manuals, user manuals, instructor-led presentations, CBT, WBT, individual performance plan, performance improvement plan, and performance reviews.	High
UR113	The system must be able to recognize when a user has a change in username or email address and update the existing employee profile.	High
UR114	The system should be able to generate reminder emails to participants while allowing for flexibility to cancel notifications if needed.	High
UR115	The system should have the ability for gamification or connect with vendors that can.	High
Reporting		
UR116	The employee should be able to view or print a transcript of the status of their courses.	High
UR117	The system should include system delivered reporting and the ability to run adhoc reports as needed.	High
UR118	The system should include a manager dashboard with delivered reports and the ability to segment by role-based security.	High
UR119	The reporting should respect the confidentiality course rules.	High
UR120	The system should have the ability to export reports to Excel, PDF, Word, and other related Microsoft Office Products.	High
UR121	The system should have the ability to do real time reporting.	High
UR122	The system should have the ability to do point in time/historical reporting.	High
Email Notifications		

UR123	The system should be able to send automatic email notifications based on predefined default settings. The system administrator should also have the ability to customize email notifications and select audience recipients. The system should also have the ability to schedule future dated emails by timed intervals to recipients. The Administrator should also be able to remove/cancel email notifications.	High
UR124	System users should be able to receive email confirmation from the software with course and performance information and be able to add it to the calendar. (Ex: Outlook, Google, Yahoo, etc.).	High
UR125	The system should generate reminder email notifications about the status of incomplete courses and performance evaluation review and approval due. (Ex: 5-day reminder, past due reminder, etc.).	High
UR126	The software should generate two emails to the NKU employee email address. The emails will 1) confirm registration, and 2) remind employees of the upcoming course.	High
UR127	The employee should be able to cancel their registration from a course via a confirmation email.	Medium
Customer Service		
UR128	There should be a customer service contact person from the software company that is accessible and there should be service level agreements for response time.	High
UR129	There should be online reference and help documentation availability.	High
UR130	There should be help desk support available from the software.	High
UR131	The technical support from the software company should be accessible and have quick response times to resolve system related issues.	High
Additional Questions		
UR132	What unique functionality does the platform have?	High

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: _____
