

Invitation to Bid

NKU-29-19



Vending Services

February 20, 2019

Proposal NO: NKU-29-19
Issue Date: February 20, 2019
Title: Vending Services
Purchasing Officer: Jennifer Moeves
Phone: 859.572.5226

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: 03/20/2019 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 <https://inside.nku.edu/procurement/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 KRS 45A.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	TYPED OR PRINTED NAME:	WEB ADDRESS:
FEDERAL EMPLOYER ID NO.:	SIGNATURE:	DATE:

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General Terms and Conditions and Instructions to Proposers:

<https://inside.nku.edu/content/dam/Procurement/docs/policies/General%20Terms%20%26%20Conditions%207-25-2014.pdf>

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

This invitation to bid is to establish a Price Contract for Vending Service for Northern Kentucky University's main campus in Highland Heights, and the (Grant County Campus in Williamstown, KY). Soft drink and juice vending is by separate contract (Pepsi currently holds a long term contract for these services.)

Contract Term:

The contract resulting from this sealed proposal will be for five (5) years from the date of award. This contract may be renewed for five (5) additional one (1) year periods, all parties concurring. The effective date of this contract shall be July 1, 2019. Equipment may be changed out beginning June 1, 2019 and must be fully operational no later than June 30, 2019.

PROJECT TIMETABLE:

ITB Issued date February 20, 2019

There will be no bidders conference held for this contract. The university suggests that all potential business partners schedule a walking tour visit of campus to review vending operations.

Last Day for Questions March 4, 2019 at 12:00 PM EST

PROPOSAL DUE March 20, 2019 at 2:00 PM EST

SUBMITTAL OF BID:

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

Jennifer Moeves
Buyer, Procurement Services
Lucas Administrative Center, Suite 617
1 Nunn Drive
Northern Kentucky University
Highland Heights, KY 41099

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

**RFP NKU-29-19
Vending Services**

NOTE: Northern Kentucky University, as an Agency of the Commonwealth of Kentucky, is subject to Kentucky's Open Records Laws (KRS 61.870-61.884). As such, a bidder's entire offer and resulting contract cannot be deemed "confidential".

Proposals submitted in response to an RFP will remain confidential throughout the evaluation process, however, after negotiations are concluded and a contract has been entered into, all proposals become a matter of public

record. Bidders may mark sections of their responses as confidential if the information provided would be considered financially sensitive or trade secrets. The university will make every effort to honor such requests, but may conduct discussions with the bidders concerning the release of said information.

DO NOT contact the committee members relative to this project. Contacting the selection committee members may result in disqualification of the proposer. Information relative to this project obtained from other sources, including other university administration, faculty or staff may not be accurate, will not be considered binding and could adversely affect the potential for selection. All requests for additional information and all questions should be directed to Jennifer Moeves, Procurement Services: moevesj2@nku.edu.

I. Proposal

A. Preparation and Submission of Proposal

The proposal shall be prepared on 8 ½" x 11" paper, with all text clear of binding. Text type size shall be a minimum of 10 point font. The proposals must be indexed, tabbed and all pages sequentially numbered throughout or by section. Binders and covers will be at the respondent's discretion, however, elaborate graphics and expensive paper and binding are not necessary, nor encouraged. All text and exhibits should be concise and entirely relevant to the RFP requirements.

The RFP Response should be organized as follows:

Tab	Content	Page Maximum
1	Cover Letter	2
2	Signed Authentication of Proposal and Statement of Non-Collusion and Non-Conflict of Interest Form (Page 2-3)	2
3	Form of Proposal (Page 14)	1
4	Bidding Requirements (Page 12)	n/a
5	References(page 29)	n/a

NOTE: Submittals that do NOT contain the above items will be deemed a non-responsive proposal and disqualified from the selection for this project.

The respondent shall submit, via US Postal Service, courier or other delivery service, four bound copies and one unbound original of its proposal in a sealed package by **March 20, 2019 @ 2pm EST**. Failure to provide the required number of copies and an unbound original will result in the submittal being considered non-responsive and disqualified from the selection process. Submittals shall be addressed to:

Jennifer Moeves
Buyer, Procurement Services
Lucas Administrative Center, Suite 617
1 Nunn Drive
Northern Kentucky University
Highland Heights, KY 41099

B. Proposal Requirements and Specifications**1. Cover Letter**

The cover letter shall serve as an introduction to the Respondent's qualifications, capabilities and any other work of similar services. The letter of no more than 2 pages shall be addressed to Jennifer Moeves -Buyer of Procurement Services, and must, at a minimum, contain the following:

- a. Identification of vendor.
- b. A statement of experience from the contractor (years in business etc).
- c. An email address
- d. Acknowledgement of receipt of RFP addenda, if any; and,
- e. Signature of person authorized to bind the offering firm to the terms of the Proposal.

2. Method of Bidding

This contract will be established on a basis of commission payable and other factors listed below. Bidders shall quote a percentage commission payable on all sales with a minimum guarantee of (\$30,000) per year.

3. Method of Award

The contract awarded from this Request for Proposal will be based on the highest commission rate quoted and other factors. Vendor must demonstrate evidence of successful operation of an account of comparable size (and the resources for both regional and corporate support of the services proposed for Northern Kentucky University.)

4. Award Criteria

The following criteria are listed in the order of relative importance:

Commission Percentage
Product Mix
Service/Restocking Schedule
Equipment
References

5. Experience and References

Identify similar services of past performance. These references should have a similar background as the needs for Kentucky Center for Mathematics.

For each reference, provide a name, email address, and telephone number for a contact person who is familiar with the contractor's services. The contact person should be familiar with the key personnel.

C. Evaluation Criteria

The detailed specifications and special terms and conditions describe those items considered essential for a comprehensive agreement, while allowing proposers sufficient latitude to make comprehensive and creative proposals to the University.

Award will be made to the proposer whose proposal, in the sole opinion of the University, represents the best overall interests of the University, considering but not limited to the following:

PERFORMANCE BOND

The successful bidder may be required to execute, within fifteen days after receiving the Notice of Award, a performance bond in the amount of \$100,000.

COMMISSION

Commission will be calculated on gross sales less sales tax.

COMMISSION PAYMENTS

Commission payment shall be made on an annual basis with the guaranteed amount being due on July 1st of each fiscal year. An annual reconciliation will be done on June 30th of each fiscal year to determine if overall revenues will result in additional commission's payable.

ACCOUNTING

Receipts will be taken by the successful bidder to his place of business and records maintained for each machine corresponding with the product inventories and meter readings. Ten (10) days after the close of each month, a check for commissions earned on each product sold will be submitted to the University.

A breakdown will be furnished to the University showing assigned machine number and building location for;

1. the gross receipts on each machine;
2. the sales volume thereon;
3. the total sales volume for the building, and;
4. the grand total for the campus operation.
5. total gross sales for all campus operations
6. total sales taxes recorded and paid

ACCOUNTING RECORDS

The vendor is required to maintain accounting records and other documents pertaining to the contract operation and will make the records available to the University at all reasonable times during the contract period and for three (3) full years from the date of the final payment. The University anticipates making an audit of these records and reserves the right to do so at any time.

All records of product sales, machine maintenance, and sanitation are to be made available for inspection upon

request by the University. The University will have the right to verify, on an unannounced basis, removals of receipts and/or products from each machine.

EQUIPMENT SPECIFICATION

1. Equipment furnished must be State of the Art newer production models. If reconditioned equipment is furnished, the equipment must be in first class working condition, free of major scratches and dents, broken glass, etc. **The University reserves the right to have the vendor replace any machine not meeting this specification or is deemed not be in the best interest of the University.**
2. The color of the equipment, whether new or reconditioned, must be uniform and blend with the decor of the building. The equipment must operate on 110-115 volts and be U/L listed. Machines must be equipped with a tamper-proof meter recording the accumulative total of sales. The required capacity of each machine shall depend on the needs and requirements of each location, provided that the vendor shall furnish a machine of ample capacity to satisfy the customer demands in each location.
3. Dollar bill validators are required on all machines.
4. 100% of all machines placed in service as a result of this contract must accept the NKU ID card (declining balance) stripe functionality currently in use on campus. The NKU ID is a "standard" 30 mil PVC card, size cr80, with one high coercivity magnetic stripes on the back (ABA and vend). The card readers installed must read and write to the vend/debit stripe on the card, using track two, of the allcard format as implemented by CBORD. The vendor is responsible for all expenses associated with acquiring and installing these readers. Should the university convert from this magnetic stripe technology to another debit card technology (i.e. chip, smart card) in the future, conversion of the card readers on the vendor's machines will be at the expense of the vendor. Selected vendor is responsible for payment of the annual maintenance fees, to the CBORD Company, for installed card readers in their vending machines.

EQUIPMENT CHANGES

Equipment changes may be made only with the approval of the University's Director of Business Operations and Auxiliary Services. Vending equipment may not be removed from the University during school closings. The vendor will make additions, deletions or changes needed in existing locations to insure proper coverage of all items the business volume makes economically advisable under the same terms agreed to herein.

The vendor will install machines as requested by the University; however, if a mutually acceptable level of sales is not reached, the machine may be removed by notifying the Director of Business Operations and Auxiliary Services. The vendor will also make such equipment removals as requested by the University.

REPAIR SERVICE

The successful bidder must provide 24 hour service on a 7-day week basis for all vending equipment installed at the Highland Heights campus.

PRODUCTS TO BE SOLD

The vendor will use only nationally known and accepted products in the vending operation at the University. All

products to be sold must be approved by the University before a contract is signed. The University reserves the right to specify acceptable brands to be vended. Products vended must meet all standards of the Food and Drug Administration and of the State Bureau for Health Services. All food items must be fresh when installed and date-stamped. Food items with expired dates will be removed from the machine. Over the past several years the university has implemented a university-wide wellness initiative. The effort is headed-up by the Wellness Office located on the campus of Northern Kentucky University. The vendor will recognize that they will need to coordinate efforts with this office to insure that we are offering an adequate line of products which are consistent with the universities wellness mission.

SELLING PRICES

A complete list of products to be offered and pricing must be submitted with this proposal. Prices are subject to revision annually and may be either increases or decreases. Revisions will be based on general industry changes and may be requested in writing by either of the contracting parties and received at least thirty (30) days prior to the effective date. The requesting party must furnish to the University's Director of Business Operations and Auxiliary Services documented evidence substantiating the validity of the request along with the written request for price changes. The selling prices of products sold through this contract will be consistent with a market basket of like product from the region. Documented prices will be the manufacturer's list prices excluding promotions. Price increases will not be granted without the approval of the University's Director of Business Operations and Auxiliary Services.

SERVICE

Vending machines must be serviced regularly and an ample stock of merchandise maintained in each machine at all locations. All vending and support units must be kept free of dirt and sanitized on a regular basis in accordance with Federal, State, and County laws. Sanitary leak proof disposable units will be supplied by vendor where required. Each machine shall contain a label or other means of identifying the repair service number to call and the vendor shall provide service by noon of the following day for all service calls received before 5:00 p.m. the day before. Any machine which will be down for five (5) class days will be replaced with a suitable substitute machine.

ROUTE SCHEDULE

Vendor shall provide, with the proposal, a proposed route schedule showing as a minimum, how many days per week, each machine will be serviced / restocked. Written records shall be maintained and made available to the university for the purpose of responding to complaints received concerning machine malfunction or machine out of product.

SANITATION

All machines must meet Board of Health requirements; and be maintained, sanitized and operated in compliance with all Federal, State and County ordinances, regulations and codes, as applicable.

SERVICE PERSONNEL

Service personnel will, at all times, be dressed in clean uniforms and will observe all regulations in effect at Northern Kentucky University. The University will be provided with the names, addresses and telephone numbers of all service personnel. The vendor's name, emblem or other identifying mark will be affixed on the employee's uniform.

UTILITIES

Utilities (heat, water and electricity) and outlets required will be furnished by the University. Final connections are to be made by the vendor. The vendor will be required to meet any energy conservation policies of the University. Additional plumbing and electrical outlets will not be provided beyond those that currently exist.

REFUNDS

Refunds are the responsibility of the vendor. The vendor will establish a minimum change fund (\$50.00) with the Bursar's Office for the purpose of providing refunds to a person not receiving a product or other malfunction of the vending machine. The University staff, where appropriate, will secure the signature of the person requesting a refund, time of occurrence and machine involved. This established fund must be checked by the vendor's serviceman at least once a week. Refunds may not be deducted from commissions or rent payments.

DAMAGE

Northern Kentucky University is not responsible for damage or loss to vending equipment and contents due to vandalism, robbery, or any other action or cause. The university will cooperate to such extent it deems feasible in guarding against such occurrences.

PARKING

The vendor's vehicles will be clearly identifiable with the company name and will be kept in a reasonably clean and presentable condition. Only service vehicles used in servicing the Highland Heights campus are to be allowed to park on campus. These vehicles should be registered with the office of Parking Services located in the Welcome Center. Vehicles servicing buildings on campus will be required to observe all traffic and parking regulations on campus. These vehicles will use the loading and unloading zones and will not block campus drives or fire lanes at any time. All employees of the vendor who desire to park on campus must register their automobiles with the office of Parking Services and the Parking Office will issue Vendor hand-tags and explain where on-campus these individuals may park.

TAXES AND LICENSE FEES

It will be the responsibility of the vendor to comply with any and all Federal, State, Local, and County requirements concerning permits, licenses, taxes, sanitation, etc.

Note: 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. For further information call 859.292.3884 or log onto: www.campbellcountky.org/occlhc.htm

CONTRACT MODIFICATION

Approved products and product sizes, selling prices, selling locations, equipment changes, schedules or methods of operation may not be changed without written authorization from the Office of Business Operations and Auxiliary Services. Any contract modification must be within the framework of the awarded contract.

CONTRACT ASSIGNMENT

The vendor is prohibited from assigning, transferring or subletting the contract or its rights, title, or interest or its

power to execute the contract to any other person, company or corporation without written approval of the Office of Business Operations and Auxiliary Services and the Office of Procurement.

In the event of a change in company ownership, Northern Kentucky University reserves the right to re-advertise the contract.

CANCELLATION CLAUSE

The established contract may be canceled by the University for non-performance or other failure on the part of the vendor to comply with the terms and conditions of the contract. The University agrees to give the vendor written notice of such failure. In the event the vendor fails to correct the situation to the satisfaction of the University within thirty (30) days from the date of notice, this contract will become null and void. At such time the vendor agrees to cease operation of said machines, and further, agrees to remove them from the University's premises at his own expense. When the above situation does not apply, cancellation of this contract can be requested by either party to be effective on the anniversary date of this contract. Any notice of noncompliance will be sent by registered mail to the vendor's address as shown on the records of the University.

Upon termination, vendor shall remove all equipment and vacate premises for vending within five (5) working days after termination of the contract. If the vendor fails to do so, the University reserves the right to remove and store vendor's property at the expense of the vendor.

CAUSES FOR CONTRACT CANCELLATION include, but are not necessarily limited to:

1. Repeated failure to keep product in machine(s).
2. Repeated failure of machine(s) to operate.
3. Delinquency in paying rent and/or commissions.
4. Repeated failure to respond to service calls.

OTHER VENDING

Recognized student organizations may sell, for fund raising purposes, various products from time to time. Sale of products sold by the vendor must be sold through the vending machines in accordance with the specification. The right to authorize other type vending services with other vendors is reserved.

BIDDING REQUIREMENTS

1. Prior to submitting a proposal, vendors are encouraged to visit the Highland Heights campus to familiarize themselves with the vending locations and any special requirements. To arrange a visit, contact Jennifer Moeves- Buyer Procurement Services at moevesj2@nku.edu.
2. A list of products to be vended must be included with the proposal. The list is to include product name, brand, portion size, and suggested price.
3. Type and number of pieces of equipment to be installed at each location. Please confirm your understanding that all machines will be equipped with the All-Card reader that will allow use of the on-campus Declining Balance program. Although not mandatory; considering today's higher education environment and culture we would recommend the installation of multi-functional credit card readers on machines.
4. Provide route schedule listing proposed machine service / restocking frequency.

5. Bidders are encouraged to offer a product mix beyond current offerings, to increase sales. Space and utility limitations, potential infringement on other university contracts (food service and soft drink vending) and consideration of the university environment shall be taken into consideration. Note: The University is open to hundreds of events per year involving outside groups including elementary and secondary age students as well as adults.
7. Provide at least three references. As a minimum, company, company contract administrator, phone, account size. (page 19)
8. Provide at least (3) three accounts which your organization has lost the contract over the past (36) twenty-four months. Provide the company name, company contract administrator, phone number, and account size.

FORM OF PROPOSAL

LUMP SUM BASE BID

These services to be provided in accordance with Specifications and Contract Documents, and any duly issued Addenda for the % set forth below:

1. Commission guarantee

_____ Dollars _____ Cents
(USE WORDS) (USE WORDS)
\$ _____
(USE NUMBERS)

2. Commission percentage

(USE PERCENT)

This offer is for, at minimum, _____ calendar days from the date this offer is opened. In submitting the above it is expressly agreed that upon proper acceptance by Northern Kentucky University of any or all items offered, a contract shall thereby be created with respect to the items accepted.

THIS BID SUBMITTED BY:

(Name and Address of Bidder)

DATE: _____ AUTHORIZED SIGNATURE: _____

NOTE: *The Authentication of Bid and Statement of Non-Collusion and Non-Conflict of Interest must be properly executed for this Bid to be valid.*

This Bidder, in compliance with this Request for Bid, and having carefully examined the complete contract documents, as well as the specifications for the work as prepared by Northern Kentucky University, hereby proposes to furnish all labor, supervision, materials, supplies and services required to perform the specifics of the Contract Documents, within the time set forth herein and for the final negotiated price.

The Bidder, hereby acknowledges receipt of the following Addenda:

ADDENDUM NO. _____ DATED _____ ADDENDUM NO. _____ DATE _____

ADDENDUM NO. _____ DATED _____ ADDENDUM NO. _____ DATE _____

Special Conditions to Proposers**QUESTIONS AND REQUESTS FOR INFORMATION**

Information relative to this project obtained from other sources, including other university administration, faculty or staff may not be accurate, will not be considered binding and could adversely affect the potential for selection of your bid. All requests for information, questions or comments relative to this project should be directed, in writing to:

Jennifer Moeves
Buyer, Procurement Services
Lucas Administrative Center, Suite 617
Northern Kentucky University
Highland Heights, KY 41099
moevesj2@nku.edu

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:

<https://inside.nku.edu/procurement/policies/terms-and-conditions.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.

Addenda/Clarifications:

Any university changes to this RFP will be made by written addendum. Verbal modifications will not be binding.

Proposal Evaluation Process:

All proposals received will be reviewed by the University Procurement Services office for completeness of items requested in this RFP. All complete proposal responses will be afforded equal consideration by the members of the Selection Committee as created by KRS 45A.810 and whose members are identified above. All complete proposals will be evaluated using a numerical rating system designed to afford each Selection Committee member a reasonable, individual, objective standard to equate the qualifications of the Respondents.

Pre-Contractual Expenses:

Pre-contractual expenses are defined as expenses incurred by the respondent in:

1. preparing its proposal in response to this RFP;
2. submitting its qualifications to the university;
3. negotiating with the university any matter related to this submittal; or,
4. any other expenses incurred by a respondent prior to the date of award of a contract to the selected respondent.

The university shall not, in any event, be liable for any pre-contractual expenses incurred by the respondents in the preparation of their submittals.

Contract Award:

Issuance of this RFP, receipt of proposals, and completion of the selection process does not commit the university to award a contract. The university reserves the right to postpone opening for its own convenience, to accept or reject any or all proposals received in response to their RFP; to negotiate with other than the selected respondent should negotiations with the selected firm be unsuccessful or terminated; to negotiate with more than one respondent simultaneously; to cancel all or part of the RFP; and to waive technicalities.

Electronic Responses:

Electronic responses are not permitted.

ADA Compliance:

When applicable (e.g. webpages) the Contractor's products and services will be in compliance with current Americans with Disability Act (ADA) requirements including the applicable current ADA Standards for Accessible Design, Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), Section 255 of the Communications Act, as amended and applicable regs.

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 LICENCE

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. For further information, call 859-572-6605.

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.

COMPLETION DATES

It is understood and agreed that time is of the essence. The Contractor will efficiently, diligently, and expeditiously conduct the work in a manner that will satisfy compliance with approved project schedules and completion by the completion date appearing in the body of this bid.

COORDINATION OF WORK

The Vendor shall be responsible for coordinating all work with the **NKU Project Manager**. The Contractor shall cooperate completely with the Owner's security forces and measures.

DAMAGE AND REPAIRS

The Contractor shall exercise particular care to avoid damage to his own work, the Owner's property, and adjacent property of every description. He shall make good any damage resulting from or caused by the work under this contract at his sole expense in a manner satisfactory and without extra cost to the Owner including, but not limited to, finishes, furnishings, and landscaping.

EXAMINATION OF CONTRACT

Each vendor shall also thoroughly examine and become familiar with the specifications and associated contract documents. By submitting a bid, the vendor agrees that they have carefully examined the specifications and have thereupon decided that from their own investigation Contractor has satisfied themselves as to the nature and location of work, the general and local conditions and all matters which may in any way affect the work or its performance and that as a result of such examination and investigation, vendor fully understands the intent and purpose of the documents and conditions of the bidding. Claims for additional compensation and/or extension of time because of the vendor's failure to follow the foregoing procedure and to familiarize themselves with the Contract Documents and all conditions which might affect work will not be allowed.

HOURS OF WORK

Working days at Northern Kentucky University are Monday through Friday, 8:00am to 4:30pm. Deviation from these working hours must be approved by said project manager.

CANCELLATION

The resulting contract from this RFP may be cancelled by the University for Non-compliance with the terms and conditions of any part of the agreement.

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).

INSURANCE

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, \$250,000 property damage, and 500,000 one person 1,000,000 each accident for public liability.

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.

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: _____

NKU GENERAL SAFETY & COORDINATION REQUIREMENTS

1. The University strives to continuously maintain both a safe and secure work environment for its students, employees, and the employees of all Contractors assigned to our campus. Therefore, it is essential the following criteria be met by all Contractors (and all their subcontractors) working at NKU.
2. **BACKGROUND CHECKS:** The Contractor shall furnish the University upon request with written documentation that verifies each of their employees working on the property of the University has cleared a background check, has no felony convictions, is not a sex offender, and has the legal right to work in the United States.
3. **DRUG-FREE WORKPLACE:** Northern Kentucky University is a drug-free and alcohol-free workplace, and all employees of Contractors and subcontractors are subject to this policy while working on University property. If there is verifiable suspicion or probable cause that an employee of the contractor or subcontractor is under the influence of drugs or alcohol, the University reserves the right to require the Contractor to have the employee tested immediately at no expense to the University. If the test results are positive the employee will be prohibited from working on University property for a period of one (1) year from the positive test, or the duration of the project, whichever is longer. The banned employee of the Contractor must pass a drug and alcohol test before working again on university property. 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.
4. **CONTRACTOR PRESENCE ON CAMPUS:** All persons working for (or on behalf of) the Contractor whose duties bring them on campus shall obey the rules and regulations that are established by the University and shall comply with the reasonable directions of the University representatives. Contractor's employees shall never enter or use existing areas of campus where they are not required to be performing work. Contractors and subcontractors are always responsible for providing and maintaining portable restroom facilities for all their workers working on the project. Contractor shall be responsible for the acts of his employees and agents while on campus. Accordingly, Contractor agrees to take all necessary measures to prevent injury and loss to persons or property located on campus. Contractor shall be responsible for all damages to persons or property caused by Contractor or any of his agents or employees. Contractor shall promptly repair any damage that he, or his employees or agent may cause to the campus or to the University equipment. Contractor agrees that in event of an accident of any kind on university property, Contractor will immediately notify the University's Department of Public Safety (859) 572-5770 and furnish a full written report of the accident. All Contractor employees and subcontractors shall present a neat and clean appearance while on University property, and be able to present proper identification upon request.
5. **PROJECT WORK SITE SAFETY & SECURITY:** The University does not, and will not, assume any responsibility for any tools, materials, equipment, or property belonging to the Contractor, his employees or agents, which may be lost or stolen from University property. All contractors and subcontractors are solely responsible for properly securing and protecting their tools and equipment. When working within or on top of an existing building, the Contractor shall work with the assigned University project manager in developing a strategy for securing the project work site and protecting the campus staff and community from the project work site. When working in an open area on campus, the Contractor shall provide securable barricades/fencing around the project site to protect the campus community from the dangers within the project work site. The Contractor shall maintain this project work site 24 hour a day, 7 days a week for the duration of the project.
6. **PARKING:** All Contractors and their subcontractors are required purchase a monthly parking pass from NKU at the rate of \$28.75/month, or at a daily rate of \$5.00/day. Weekly passes are also available. This will entitle workers to park at all NKU campus lots and garages, EXCEPT for faculty and staff lots which are noted accordingly. This pass also allows for parking in any of the garages if your vehicles will fit. Parking within the jobsite WILL NOT BE PERMITTED. Workers who do so will be subject to immediate towing, without warning, and at their cost. Vehicles may be parked near a worksite for reasonable times for loading and unloading, providing normal access and egress to buildings is not hindered. All workers shall park their personal vehicles in the Welcome Center parking garage, which is located just north of the Power Plant across from the Bank of Kentucky Center.
7. **GENERAL PROJECT COORDINATION:** All work and information requests by the Contractor shall be coordinated through the assigned NKU Project Manager. Any direction provided by the campus Operations & Maintenance Staff and/or the project user group shall NOT be considered official direction from the University unless authorized in writing from the assigned NKU Project Manager. Contractor will NOT be compensated for work performed without written authorization from the assigned NKU Project Manager.

8. **TEMPORARY USE OF CAMPUS UTILITIES:** As a general rule, utilities required by the Contractor to perform their work can be obtained from the University. However, the University reserves the right to require the Contractor to furnish a meter to record the usage of each provided utility for the duration of the project. For projects requiring utility metering, a deduct change order will be issued at the end of the Project to reimburse the University for the Contractor utility usage. The Contractor is responsible for determining and coordinating the procurement of any utility where the University cannot reasonably provide.
9. **CAMPUS UTILITY SHUTDOWNS:** Unless noted otherwise for a specific project, at least seven (7) calendar days notice is required for any campus utility shutdowns and/or any road/parking lot closures necessary for the Contractor to perform their work. All utility shutdowns and closures shall be coordinated with the assigned NKU Project Manager, and the University reserves the right to schedule these shutdowns and closures at night and/or on weekends to minimize disruptions to the campus community. All requests for assistance from NKU's Operations & Maintenance staff in locating existing utilities shall also be submitted to the assigned NKU project manager at least (7) calendar days in advance.

CONTRACTUAL ADDENDUM**Requirement to Protect Credit Card Information**

In order to ensure the security of credit card holder information and data accessed by Vendor in connection with the Agreement and this Addendum (collectively, "Cardholder Data"), Vendor hereby agrees to adhere to all applicable Payment Card Industry ("PCI") data security standards and requirements with respect to Cardholder Data, including, without limitation, the following provisions:

- (i)** Vendor must be compliant with the PCI Data Security Standards ("PCI DSS") compliance level 2 or better at all times. This specifically includes the annual PCI DSS Compliance Self-Assessment and the quarterly Compliant Perimeter Scan.
- (ii)** Vendor acknowledges and agrees that it is responsible for the security of all Cardholder Data;
- (iii)** Vendor acknowledges that it has no ownership interest in the Cardholder Data and that all Cardholder Data is the property of the applicable payment card brand, acquirer or merchants ("Card Company Affiliates");
- (iv)** Vendor shall only use Cardholder Data for assisting Card Company Affiliates in completing transactions, supporting loyalty programs, providing fraud control services or for other uses specifically required by law;
- (v)** Vendor represents and warrants that it has a system in place to ensure the continuity of its business and the security of all Cardholder Data in the event of a major disruption, disaster or failure;
- (vi)** Vendor agrees that, upon Northern Kentucky University's request in the event of a security intrusion, Vendor will provide a representative or a PCI approved third party designated by Northern Kentucky University with full cooperation and access to conduct a thorough security review, which review shall include, at a minimum, validation of Vendor's compliance with the PCI DSS for protecting Cardholder Data; and
- (vii)** Vendor agrees that, notwithstanding anything to the contrary in the Agreement or the Addendum, Northern Kentucky University may terminate the Agreement immediately upon notice to the Vendor in the event Vendor fails to maintain the requisite confidentiality of any Cardholder Data.
- (vii)** Vendor agrees to abide by Northern Kentucky University's merchant services contract. All transactions must be sent to the University's contracted merchant services provider for settlement, the use of any other processor is prohibited. This does not preclude middleware gateways such as Authorize.net, or another PCI DSS approved gateway.

Appendix A:**Historical Information:****ANNUAL SALES FOR THE PAST FIVE YEARS:**

2014: \$193,570

2015: \$178,900

2016: \$159,250

2017: \$135,700

2018: \$116,050

AVERAGE MONTHLY SALES BY CATEGORY FROM JANUARY 1, 2018 TO DECEMBER 31, 2018:**CONFECTIONS:**

CHIPS:	\$3,000
CANDY:	\$3,500
PASTRY:	\$1,100
GUM & MINTS:	\$650
OTHER CPS:	\$405

HOT BEVERAGE:

COFFEE: \$200

EQUIPMENT ON CAMPUS:

SNACK MACHINES: 33
HOT BEVERAGE MACHINES: 3
COLD FOOD MACHINES: 1