

Request for Proposal

NKU-28-19



Venue to host KCM Conference

February 26, 2019

Proposal NO: NKU-28-19
Issue Date: February 25, 2019
Title: Venue to host KCM Conference
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: 03/13/2019 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/procurement/policies/terms-and-conditions.html>

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

The Kentucky Center for Mathematics is seeking request for proposals from qualified respondents to enter into a contract for a venue to host the KCM conference on March 8-March 11, 2020, in accordance with the requirements contained in this RFP. Proposer must be in the central location of Kentucky, such as Lexington, Georgetown, or Richmond, no more than 5 miles from a major interstate, free parking, and restaurants within walking distance. Proposer who do not meet this requirements of this RFP are not eligible for the award.

The Kentucky Center for Mathematics annual conference brings together teachers for a three day event dedicated to professional learning among P-20 educators! Attendees enjoy a packed breakout session schedule aimed at providing opportunities to interact with passionate and knowledgeable colleagues while also exploring tools and strategies for intentional mathematics teaching and learning.

TERM OF CONTRACT

The terms of this contract will be for one (1) year, with the option for an additional two (ONE) year renewal periods.

PROJECT TIMETABLE:

RFP Issued date	February 26, 2019
Last Day for Questions	March 5, 2019 at 12:00 PM EST
PROPOSAL DUE	March 13, 2019 at 2:00 PM EST
Proposed Site Visit	Week of March 18, 2019

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-28-19
Venue to host KCM Conference

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. All requests for information, questions or comments relative to this project should be directed to:

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	Cost Structure	n/a
4	Services Defined	n/a
5	Experience and References	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, three bound copies and one unbound original of its proposal in a sealed package by **March 12, 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. Cost Structure

Proposer shall provide in clear terms information regarding costs to the institution. Structure should include: Hotel stay, conference space, and catering. Samples of catering menu are requested, including the price structure for buffet, plated and boxed lunches, if available.

3. Services Required

The following is a preliminary summary conference agenda:

Sunday, March 8, 2020

- 1:00pm-3:30pm – KCM staff arrive at location
- 4:00pm-Conference Set-Up (registration, tech, etc.)
- 5:30pm-Dinner for staff
- 6:00pm- Resume Set-Up
- 6:30pm-8:30pm – Early Registration for Conference Attendees and Early Set-Up for Sponsors

Monday, March 9, 2020

- 7:00am – 8:00am – Conference Registration Open
- 8:00am-9:00am – Breakout Session #1
- 9:15am-10:15am – Breakout Session #2
- 10:30am-11:30am – Breakout Session #3
- 11:30am-1:00pm – Conference Luncheon featuring guest speakers
- 1:15pm-2:15pm – Breakout Session #4
- 2:30pm-3:30pm – Breakout Session #5
- 4:00pm – Staff prepares area for day 2

Tuesday, March 10, 2020

- 7:30am – 8:00am – Conference Registration Open
- 8:00am-9:00am – Breakout Session #6
- 9:15am-10:15am – Breakout Session #7
- 10:30am-11:30am – Breakout Session #8
- **11:30am-12:30pm – Conference Luncheon with guest speakers**
- 12:45pm-1:45pm – Breakout Session #9
- 2:00pm-3:00pm – Breakout Session #10
- 3:05pm – Prize Winners Announced & Conference Ends
- 3:10pm – Clean Up & Go Home

Each breakout time slot contains approximately 9 separate sessions in different rooms, each of varying sizes, which could accommodate from 30-200 people at round tables.

Wednesday, March 11, 2020

- 9am-3pm – Post-conference event day
 - 4 separate breakout sessions in 4 rooms

1. Venue location:

- Must be a central location in Kentucky such as Lexington, Georgetown, or Richmond.
- No more than 5 miles from a major highway.
- Restaurant options within walking distance.
- Free parking (large lot)

2. Overnight Accommodations:

- Hotel onsite or within close walking distance (cannot be across major road from conference space)
- Hotel room (approximately 200 rooms on Sunday/Monday and 50 rooms on Tuesday.

3. Meeting Spaces:

- Rooms that can accommodate from 30 to 200 guests at round tables during breakout sessions.
- 9-10 meeting rooms (which can be utilized simultaneously) and at least 1 conference room for VIP guests (capacity of up to 14 people).
- Technology-prepared rooms for presentations (e.g., screens, electrical outlets)
- Central area that can accommodate approximately 600 guests at one time for lunch.

- Central area large enough to accommodate approximately 20 vendor tables and displays (some tables combined; approximately 10-12 vendors).
- Designated work room for KCM staff near registration area with separate key (room capacity at least 20).
- On Wednesday: Four rooms that can hold at least 35 people at round tables, one of which that can hold 140 altogether.

4. Miscellaneous

- Catering availability for breakfast and lunch each day; breakfast only on Wednesday.
- Dedicated facility liaison available throughout conference
- Required dates- 2020 Conference (March 8-11); 2021 Conference (March TBD)
 - 8th- only after 12pm
 - 9th and 10th- all day
 - 11th- Only four meeting rooms are needed from 9 am – 3 pm
- Wireless internet connection for all attendees

4. Experience and References (See page 12 for template)

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:

	%	Points
Cost structure	45%	450
Services Required	45%	450
Experience &References	10%	100
	Total	1000

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.

BID BONDS:

N/A to this RFP

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 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.

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: _____

