

**REQUEST FOR PROPOSALS**

**NKU-32-19**



**Athletics - Video Capture, Editing & Distribution  
Solution**

**March 11, 2019**

**Proposal NO:** NKU-32-19  
**Issue Date:** March 11, 2019  
**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: 03/21/2019 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 <http://procurement.nku.edu/policies/terms-and-conditions.html>, apply to this Request for Proposal.
2. Contracts resulting from this RFP must be governed by and in accordance with the laws of the Commonwealth of Kentucky.
3. Any agreement or collusion among Offerors or prospective Offerors, which restrains, tends to restrain, or is reasonably calculated to restrain competition by agreement to bid at a fixed price or to refrain from offering, or otherwise, is prohibited.
4. Any person who violates any provisions of KRS 45A.325 shall be guilty of a felony and shall be punished by a fine of not less than five thousand dollars nor more than ten thousand dollars, or be imprisoned not less than one year nor more than five years, or both such fine and imprisonment. Any firm, corporation, or association who violates any of the provisions of KRS 45A.325 shall, upon conviction, may be fined not less than ten thousand dollars or more than twenty thousand dollars.

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

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

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

**SWORN STATEMENT OF COMPLIANCE WITH FINANCE LAWS**

In accordance with 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.

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

**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***

**NOTICE OF ADVERTISEMENT**

**Issue Date:** March 11, 2019

**Deadline for Questions:** March 14, 2019 @ Noon

**Response Deadline (Proposals Due):** March 21, 2019 by 2 PM

**Submittal of Proposals**

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:

**Blaine Gilmore**  
**Interim Director, Procurement Services**  
**Lucas Administrative Center, Suite 617**  
**1 Nunn Drive**  
**Northern Kentucky University**  
**Highland Heights, KY 41099**

***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:**

Ryan Straus  
Bid Specialist  
Northern Kentucky University  
Lucas Administrative Center, 617  
Highland Heights, KY 41099  
FAX: 859.572.6995

Email: [strausr2@nku.edu](mailto:strausr2@nku.edu)

***NOTE: 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 proposal.***

**I. General Background for RFP****A. General Scope:**

Northern Kentucky University Athletics is seeking sealed proposals for a video capture, editing and distribution solution as per attached general specifications.

**B. Responsiveness**

The objective of the selection process is to provide a uniform methodology for Northern Kentucky University to procure a video capture, editing and distribution solution. Members of the selection committee are asked to fairly evaluate all responses and to compare each team's qualifications with the project requirements. Selections will be determined through the unbiased and independent interaction of the members of the committee. Therefore, it is in your firm's best interest to be specifically responsive to the requirements of this solicitation.

Respondents shall be limited to one proposal per respondent per project. For the purposes herein, a "respondent" means the legal entity which responds to an RFP. Multiple respondent proposals per project will all be deemed as being non-responsive. By submitting qualifications, the respondent represents that it has thoroughly examined and become familiar with the work required under this RFP and that it is capable of performing quality work to achieve the university's objectives. Note: Sub-consultants can be a member of more than one team.

**II. Scope of Project****A. General Specifications**

- The proposed solution must include:
  - Live and DVD video capture
  - Fully customizable live editing/"logging"
  - Editing and analytics, including customizable playlists and reports
  - Distribution of video via a cloud-based solution
  - Analysis and editing of video allowed to be done on laptop and mobile device
  - Full game breakdown within 12 hours of completion of game, with a minimum of 90% accuracy rating; completed breakdowns must automatically generate interactive reports, including VPS scores for each player and team performance
  - Allow one user to distribute video analysis to connected devices within seconds of video being captured
  - Unlimited accounts for coaches and student-athletes to access video and data
- Upgrades to the software must be free for the term on contract
- Sports covered by software must include:
  - Basketball
  - Volleyball
  - Softball
  - Baseball
  - Soccer
- Software must be compatible with MAC computers
- VolleyMetrics to be used for video exchange program (Horizon League requirement)
- Access to recruits highlight videos

## **B. Contract Term**

The contract awarded based on this RFP will be for five (5) years, with two (2) one (1) year renewal options resulting in potentially, a seven year agreement. The University may exercise renewal options at its discretion based on satisfactory performance by the selected vendor.

## **III. 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 following list specifies the items to be addressed in the proposal. Respondents 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 Respondents use the same numbers for the following content as are used in the RFP.

Tab	Content
1	Executive Summary and Proposal Overview
2	Proposed Solution Specifications / Offerings
3	Financial Proposal / Cost Structure
4	Training strategy and Customer Support Services
5	References

**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, five bound copies, one unbound original, and one electronic copy (SD Card, Thumb Drive, CD, etc.) of its proposal in a sealed package by **March 21, 2019 @ 2pm**. 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:

**Blaine Gilmore  
Interim Director, Procurement Services  
Lucas Administrative Center, Suite 617  
1 Nunn Drive  
Northern Kentucky University  
Highland Heights, KY 41099**

Bearing respondent's name and address, and clearly marked as follows:

**RFP NKU-32-19  
Video Capture, Editing & Distribution Solution**

**B. Proposal Requirements and Specifications****1. 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. Please include all pertinent sales / operations contact information.

**2. Proposed Solution Specifications / Offerings**

The purpose of this tab is to show adherence to the NKU General Specifications laid out in Section II.-A.. Include a description of your solution and also include any offerings or additions that may exceed or add to the NKU General Specifications.

**3. Financial Proposal / Cost Structure**

- The Financial Summary shall contain complete financial offer made to the University fully describing all aspects of the proposal. Describe in detail the financial proposal you are offering the University for the Products and Services. All costs associated with the RFP for which the University is responsible must be included.
- Respondents should be creative in presenting various alternatives for providing services at the least possible cost to the University. The University will select the financial option that best meets the overall needs of faculty, staff, and students.
- Respondents should include any or all of the following applicable value-added options in their proposal response and clearly state the details of options proposed:
  - a. Signing bonus for contract options
  - b. Prompt payment terms/discount

**4. Training Strategy and Customer Support Services**

- The purpose of this tab is to provide information as to the strategy you will use to implement the software solution. You should also address the Customer Support Services that will be provided throughout the term of this contract.

**5. References**

- The purpose of this tab is to provide three references of collegiate athletics departments that have implemented a department-wide solution within the past two years.

**C. Proposal Evaluation Criteria**

The criteria to be used for evaluating proposals include, but are not limited to the following. Each of these criteria is addressed elsewhere in the RFP document and shall be addressed under the relative RFP specification number.

All proposals should be complete to be considered responsive. If the proposal fails to conform to the requirements of the RFP, the University will determine whether the variance is significant enough to consider the proposal.

Proposal preparation, compliance with steps and procedures utilized in the completion and submission of the proposal

- Qualifications, experience, references and past performance of Respondent as determined by Respondent's background information and references.
- Ability to meet specifications as described herein, compliance with terms and conditions.
- Responses to questions found throughout the RFP
- Order placement and timely completion
- Breadth and quality of Products/ Services, warranties, workmanship, services and maintenance
- Pricing proposal which provides, additional financial considerations, increased discounts, lower overall costs and terms of proposal financial stability
- Added Value/Incentives and Services
- Oral Presentation/ Demonstration, if requested
- Other information as deemed relevant by the University

#### **D. Evaluation Process**

The University intends to award this contract to the Respondent submitting the best overall proposal based on an evaluation of all qualified proposal responses. Enhancements to the minimum requirements will be considered. Respondent bears sole responsibility for the items included or not included in the response submitted. Exceptions to the terms and specifications contained within this request may result in disqualification.

If required, Proposers will be selected for detailed review and evaluation, including oral presentation. The University reserves the right to be the sole judge as to the overall acceptability of any proposal and compliance with the specifications/ requirements of this RFP.

The University shall make such investigation, as it deems necessary to determine the ability of the Respondent to provide the specified service, equipment and/or perform the requirements of this contract in an excellent manner.

Any award made based on responses to this Request for Proposal is contingent upon available funding.

Any contract(s) resulting from this Request for Proposal will be awarded in writing to responsive and responsible Respondent(s) whose proposal, in the opinion of the evaluation team, offers the greatest benefit to the University.

Section	Point Value
Proposed Solution Specifications	60
Financial Proposal	15
Training Strategy/Customer Support Services	15
References	10

#### **VI. Special Conditions**

##### **A. Addenda/Clarifications**

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

##### **B. Confidentiality**



In accordance with KRS 45A.085 Competitive Negotiation, all proposals received or information derived therefrom remain confidential until a contract is awarded or all proposals are rejected.

### **C. 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.

### **D. Pre-Contractual Expenses**

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

- preparing its proposal in response to this RFP;
- submitting its qualifications to the university;
- negotiating with the university any matter related to this submittal; or,
- 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.

### **E. 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.

### **F. Electronic Responses**

Electronic responses are not permitted.

### **G. 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 with the requirements and provisions of the Office of the Secretary of State.

### **H. Occupational License**

Northern Kentucky University was annexed by the City of Highland Heights in 2008. All contractors performing work for NKU must possess a Campbell County Occupational License and a City of Highland Heights Occupational License (administered by Campbell County) and must also pay applicable payroll taxes. For further information call 859.292.3884 or log onto: <http://www.campbellcountky.org/home/services/occupational-license.htm>.

## **I. Insurance**

Vendor 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:**

Worker's Compensation and Employers' Liability Insurance: the Contractor shall acquire and maintain 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.***