

REQUEST FOR PROPOSALS

RFP# NKU-44-19

**Northern Kentucky University's College of Education Academic
Dean Search**



June 7, 2019

Proposal NO: NKU-44-19
Issue Date: June 7, 2019
Title: Academic Dean Search
Purchasing Officer: Jeff Strunk
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: PROPOSALS MUST BE RECEIVED BY: 07/01/2019 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 KRS45A.110 (2), the undersigned hereby swears under penalty of perjury that he/she has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky and that the award of a contract to a bidder will not violate any provision of the campaign finance laws of the Commonwealth of Kentucky.

CONTRACTOR REPORT OF PRIOR VIOLATIONS OF KRS CHAPTERS 136, 139, 141, 337, 338, 341 & 342

The Contractor by signing and submitting a proposal agrees as required by 45A.485 to submit final determinations of any violations of the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that have occurred in the previous five (5) years prior to the award of a contract and agrees to remain in continuous compliance with the provisions of the statutes during the duration of any contract that may be established. Final determinations of violations of these statutes must be provided to the University by the successful Contractor prior to the award of a contract.

CERTIFICATION OF NON-SEGREGATED FACILITIES

The Contractor, by submitting a proposal, certifies that he/she is in compliance with the Code of Federal Regulations, No. 41 CFR 60-1.8(b) that prohibits the maintaining of segregated facilities.

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:

NORTHERN KENTUCKY UNIVERSITY
REQUEST FOR PROPOSAL, NKU-44-19

NOTICE OF ADVERTISEMENT

BRIEF SCOPE OF SERVICES:

Northern Kentucky University is seeking a search firm to assist in identifying and selecting an academic dean for the College of Education.

PROJECT TIMETABLE:

Request for Proposal Issued:

Last Date for Questions at Noon EST: June 24, 2019

RFP DUE: THURSDAY JULY 1, 2019 @ 2:00PM EST

Tentative Time Line for Selection of Search Firm

July 2019	Selection of search firm
July 2019	Negotiate and finalize search firm contract
Completed – August 2019	Name search committee
August 2019	Develop vacancy notice and ad strategy
August 2019	Issue vacancy notice

SUBMITTAL OF PROPOSAL: Submit the completed RFP by the time and date specified to:

Blaine Gilmore
Director, Procurement Services
Northern Kentucky University
617 Lucas Administrative Center
Highland Heights, KY 41099
859.572.6448 E-mail: gilmoreb@nku.edu

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.

CONTACT FOR RFP DOCUMENTS

RFP Package is available from Procurement Services or may be downloaded from the NKU Planroom:

www.nkuplanroom.com

Please notify Ryan Straus if you are interested in responding to this project so you can be placed on our plan holder list and be notified directly if there are any addenda.

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. All requests for additional information and all questions should be directed to Ryan Straus, Procurement Services: strausr2@nku.edu

COLLEGE OF EDUCATION DEAN SEARCH – DIVISION OF THE PROVOST AND EXECUTIVE VICE PRESIDENT FOR
ACADEMIC AFFAIRS

Instructions to Proposers and Terms and Conditions

SECTION 1 – DEFINITIONS

1. **Addenda** – are written or graphic instructions issued by Northern Kentucky University (NKU) prior to the execution of the contract which modify or interpret the bidding documents by addition, deletions, clarification, or corrections.
2. **Bid** – is the sum stated in the Bid Proposal for which the Proposer offers to perform the work described in the specifications and detailed on the drawn plans.
3. **Bidder** – is one who submits a bid directly to the University for the work described in the Bidding Documents.
4. **Bidding Documents** – include the Notice of Bid Opportunity, Invitation for Bid or Request for Proposal, Instructions to Bidders, Bid Proposal forms, other sample bidding and contract forms and the proposed Contract Documents including General Conditions, Special Conditions, Plans and Specifications, any Addenda issued prior to receipt of Bids.
5. **Bid Proposal** – is a complete and properly signed document, proposing to do the work or designated portion thereof for the sums stipulated therein supported by data called for by the Bidding Documents.
6. **Consultant** – means the person or the entity, Architect, Engineer or other Consultant, who is identified as such in the Contract Documents.
7. **Foreign Corporation** – refers to a corporation for profit, organized under laws other than the laws of the Commonwealth of Kentucky.
8. **K.A.R.** – Kentucky Administrative Regulations; regulations that are promulgated by state agencies to enhance and clarify procedures that are authorized by a specific statute. After public review and acceptance by the agency, the regulations effectively become law until rescinded or revised by the agency.
9. **KRS References** – means the “Kentucky Revised Statutes” adopted by the Commonwealth of Kentucky including all laws and related regulatory that may have been revised, amended, supplemented or new laws enacted.
10. **NKU** – Northern Kentucky University
11. **Proposal** – is a response to a Request for Proposal for work on which award is based on other factors in addition to cost.
12. **Purchasing Agency** – is Northern Kentucky University (NKU) – Procurement Services, Lucas Administrative Center, Suite 617, 1 Nunn Drive, Highland Heights, KY, 41099
13. **Procurement Official** – is the University’s authorized representative to enter into and establish contracts. The Procurement Official for this RFP is Jeff Strunk.
14. **Responsible Bidder** – shall mean a person who has the capability in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance. See KRS 45A.070(6).
15. **Responsive Bidder** – shall mean a person who has submitted a Bid which conforms in all material respects to the Invitation for Bids, so that all bidders may stand on equal footing with respect to the method and timeliness of submission and as to the substance of any resulting contract. See KRS 45A.070(7).
16. **Work** – Includes the construction and/or services required by the Contract Documents, whether completed or partially completed, and includes all labor, supervision, materials, equipment, services, and things provided or to be provided by the Contractor to fulfill the Contractor’s obligations.

SECTION 2 – PROPOSER’S REPRESENTATIONS

The Proposer by submitting a Response to an RFP, represents and warrants that:

1. The RFP Documents have been read and understood and the Proposal is made in accordance therewith.
2. The Proposal submitted is premised upon furnishing the work required by the RFP documents without exception.
3. The plans and specifications contained in the RFP Documents have been carefully examined and determined by the Proposer to be accurate as well as adequate and sufficient from which to submit a response to an RFP and from which to perform the Work.

SECTION 3 – BIDDING DOCUMENTS

1. Availability of Bidding Documents
 - A. Proposers, Sub-Proposers, Subcontractors, and others may obtain Proposal Documents from Procurement Services or by downloading from the NKU Planroom at www.nkuplanroom.com
 - B. Complete sets of Proposal Documents shall be used in preparing Proposals. The University assumes no responsibility for misinterpretations resulting from the use of incomplete sets of proposal documents.
 - C. The University, in making copies of the Proposal Documents available on the above terms, does so only for the purpose of obtaining Proposals on the work and does not confer a license or grant for any other use.
2. Accuracy of RFP Documents
 - A. The RFP Documents are complementary and are issued for the convenience of the Proposers. NKU assumes no responsibility for the correctness of said documents. Each Proposer should review the documents for errors or inaccuracies that may affect the scope of work implied.
 - B. All Proposers shall, upon examination of bidding Documents promptly notify the University’s Procurement Official of any ambiguity, inconsistency or error that they may discover upon examination of the Bidding Documents and/or of the site and local conditions.
3. Questions, Interpretations
 - A. All questions regarding the meaning or interpretation of the Bidding Documents shall be directed in writing to the Procurement Official. Questions received less than seven (7) calendar days prior to the date for receipt of Bids may not be answered.
 - B. Questions will be accepted from prospective Proposers and should be submitted in a timely manner to the Procurement Officer only. E-mail submission of questions is preferable, but questions will also be accepted by mail or facsimile to the Procurement Officer. The Procurement Officer will decide whether an answer can be given before the closing date, based on the availability of time to research and communicate an answer. Answers to all substantive questions that have not previously been answered, and are not clearly specific only to the requestor, will be distributed to all vendors who are known to have received a copy of this RFP.
 - C. Any interpretation, correction or change of the Bidding Documents will be made by Addendum, issued by the Procurement Official. Interpretations, corrections or changes of the Bidding Documents made in any other manner will not be binding and Proposers shall not rely upon such interpretations, corrections and changes.

4. Addenda

- A. Addenda will be mailed or delivered to all who are known by NKU Procurement Services to have requested and were furnished Bidding Documents.
- B. Addenda are always posted on the NKU Planroom website: www.nkuplanroom.com
- C. Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose
- D. No Addenda of a material nature will be issued later than five (5) working days prior to the date for receipt of bids, except for postponing the date for receipt of bids or withdrawing the invitation for Bid or Proposal.
- E. Each Proposer shall ascertain, prior to submitting his Bid or Proposal that he has received all Addenda issued by Procurement Service for the particular bid invitation. The Proposer shall acknowledge receipt of all Addenda in the Form of Proposal, or by separate letter to the Procurement Official which is received at or prior to the hour and date specified for receipt for Bids.
- F. It shall be the sole responsibility of the Proposer who received the Addendum, to insure that all of the appropriate Sub-bidders and Sub-contractors are notified in respect to the information contained in the Addendum.

SECTION 4 – PRE-PROPOSAL CONFERENCE AND SITE VISIT

There will be no pre-proposal conference for this RFP.

SECTION 5 – BIDDING PROCEDURES

- 1. Bid Security. None required for this RFP.
- 2. Timeliness of Proposals. RFP's shall be delivered to Suite 617, Lucas Administrative Center prior to the official time and date for receipt of Proposal indicated in the advertisement of Request for Proposal, or any extension thereof made by Addendum. The "official time" refers to the time as indicated by the time date clock located in the reception area of Suite 617.
- 3. Request for Proposal responses are **due at 2:00 PM local time.**
- 4. Late Bids. Bids received after the official closing time and date for receipt of Bids may be considered for evaluation and award only if: (i) no other Bids were received within the legal advertisement period; and (ii) the re-advertisement time delay would seriously affect the operations of the Owner; and (iii) in the judgment of the Purchasing Official, the Bid was finalized prior to the official closing time and date for receipt of bids. The Proposer shall assume full responsibility for timely delivery at the location designated for receipt of bids.
- 5. RFP's Not In Writing. Oral, e-mailed, telephonic, or telegraphic RFP's or changes in RFP's by such methods are not permitted and will not receive consideration.
- 6. RFP's Withdrawn. RFP's may be withdrawn prior to the closing time and date for receipt of RFP's by: (i) a properly identified representative of the Proposer whose name appears on the RFP envelope, or (ii) by written request by an authorized representative of the Proposer, received by Procurement Services prior to the RFP closing date and time. Withdrawn RFP's may be resubmitted up to the closing time designated for the receipt of RFP's.
- 7. RFP's Remain Open. During the stipulated time period following the time and date designated for the receipt of RFP's an RFP shall remain open for the Owner's acceptance. During this period the RFP may not be modified, withdrawn or canceled by the Proposer, without the Bid security being subject to forfeiture and the suspension of the Proposer's future bidding privileges.

BID SUBMISSION

Proposals are to be submitted by the date and time specified in the Project Timetable. The time is always 2:00 pm local time.

Submit to:

Procurement Services
Northern Kentucky University
617 Lucas Administrative Center
Highland Heights, KY 41099

NOTE: USPS Zip Code is 41099, other carriers should use Newport, 41076.

SECTION 6 – CONSIDERATION OF BIDS

1. Bid Opening. Unless stated otherwise in the Notice of RFP Opportunity or Request for Proposal, all properly identified timely RFP's **WILL NOT** be opened publicly.
2. Request for Proposal responses are due at the appointed time but are not opened and read. They are first checked for responsiveness and then forwarded to the evaluation committee.
3. Waiver of Irregularities/Rejection of Bids. The right to cancel the Request for Proposal, to reject any and all Proposals, and to waive technicalities and minor irregularities in RFP's is maintained and preserved in all Invitations for Bids issued by NKU when such action is determined to be in the best interest of NKU.
4. Grounds for Rejection. Grounds for the rejection of Bids or RFP's include, but shall not be limited to:
 - A. Failure of a Bid to conform to the essential requirements of the Invitation for Bid/Request for Proposal;
 - B. Any bid that does not conform to the specifications contained or referenced in any Invitation for Bid/Request for Proposal shall be rejected unless the invitation authorized the submission of alternate Bids and the items offered as alternates meet the requirements specified in the invitation;
 - C. Any Bid that fails to conform to the delivery or completion schedule established in the Bidding Documents;
 - D. A Bid imposing conditions or qualifications which would modify the terms and conditions of the Invitation for Bid/Request for Proposal, or limit the Proposer's liability to the Owner in a manner inconsistent with the provisions of the Bidding Documents;
 - E. Any Bid determined by Procurement Services in excess of funds available;
 - F. Failure to furnish a Bid security in accordance with the requirements of the Notice of RFP Opportunity or Request for Proposal;
 - G. For other cause as documented by the Procurement Official pursuant to a written determination and finding;
 - H. Bids received from Proposers determined by the Procurement Official to be non-responsive Proposers.
5. Minor Irregularities. Minor irregularities or technicalities in a Proposal may be waived by the Procurement Official on behalf of the University when all of the following circumstances are present:
 - A. The Procurement Official determines that it will be in the University's best interest to do so; and the technicalities or irregularities are mere matters of form not affecting the material substance of a Proposal;
 - B. Represent an immaterial deviation from, or variation in the precise requirements of the advertisement for Bids or Invitation for Bid, and have no effect on price, quality, quantity or delivery of supplies or performance of services being procured; and, the correction or waiver of the technicality or irregularity will not affect the relative standing of, or prejudice, other Proposers. If the University does not waive technical deficiencies and irregularities, the deficient Bid shall be rejected.
6. Competitive Negotiation. The University reserves the right to exercise the provisions of KRS 45A.090 regarding competitive negotiation when it is considered to be in the best interest of the University.

It is the intent of the Procurement Official to award a contract in due course and after a reasonable Bid evaluation period to the Responsive and Responsible Proposer offering the best value to the University, provided the

acceptable Bid sum is within budgeted funds. In the event that all bids submitted result in prices in excess of funds available, NKU may enter into competitive negotiations subject to the guidelines and restrictions of KRS 45A.090.

7. Rejection of Alternate Bids. The University reserves the right to accept or reject any or all alternate Bids if provided for in the Bid Documents. If alternates designated by the University are considered in the award, the alternate(s) will be accepted in the sequence in which they are listed on the Bid proposal form and the lowest Bid sum will be computed on the basis of the sum of the base Bid plus and/or minus any alternates accepted.

SECTION 7 – QUALIFICATION OF BIDDING CONTRACTOR

1. Inquiries. The Procurement Official shall have the right to make any inquiry deemed necessary to determine the ability of the Proposer to perform the work in a prompt and efficient manner and in accordance with the contract Documents. The failure of a Proposer to promptly supply information in connection with the Procurement Official's inquiry may be grounds for a determination that such Proposer is nonresponsive.
2. Rejection. The right is reserved to reject any Bid where an investigation and evaluation of the Proposer's qualifications would give reasonable doubt that the Proposer could perform prompt and efficient completion of the work in accordance with the requirements with the Contract Documents.

SECTION 8 – AWARD OF CONTRACT

1. The issuance of an award of the Contract is contingent upon (i) securing an acceptable Response that is responsive and from a responsible Proposer and is within the amount of budgeted funds and (ii) determining that the award of Contract will be in the best interest of Northern Kentucky University.
2. Unless otherwise provided in the Bidding Documents, the resulting contract will consist of the Invitation for Bid with any issued addenda, drawings, specifications, the Proposer's submitted Form of Proposal and the Notice of Award letter.
3. The Contract between Northern Kentucky University and the Contractor will be final and binding when the parties have executed the Agreement between the Owner and Contractor.

SECTION 9 – BASIS LEGAL REQUIREMENTS

1. Forms Required. An Authentication of Bid, Statement of Non-collusion and Non-conflict of Interest documents are bound with and included as part of the Form of Proposal. The Proposer is required to sign that document and submit it as part of the Bid. Failure to comply with these requirements shall invalidate the Bid.
2. Foreign Corporations.
 - A. 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.
 - B. 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.
 - C. Domestic Corporations. Domestic corporations are required to be in good standing with the requirements and provisions of the Office of the Secretary of State.

SECTION 10 – TAXES

1. Not Tax-Exempt.
 - A. Proposers are informed that construction contracts for Northern Kentucky University are not exempt from the provisions of the Kentucky Sales and/or Use Tax. The Proposer shall include in the lump sum bid and the Contractor shall pay sales, consumer, use and similar taxes for materials, equipment and supplies incorporated into the Work unless otherwise specified in the Bid Documents.
 - B. Northern Kentucky University, through the Commonwealth of Kentucky, is entitled to exemption from Federal Excise Tax. All Prime Proposers or Sub-Proposers shall take this into consideration in their Bid.
2. Liability for Employee-Related Taxes. The Proposer and Subcontractors will be required to accept liability for payment of all payroll taxes or deductions required by local, state and federal law, including but not limited to old age pension, social security or annuities. Worker's Compensation Insurance shall be carried to the full amount as required by Kentucky Statutes. The Proposer shall be in full compliance with KRS Chapters 341 and 342.

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:

<http://www.campbellcountky.org/home/services/occupational-license.htm>.

SECTION 11 - PLANHOLDERS

1. Intent to Submit a Proposal. A request for RFP Proposal and RFP Documents by a vendor will be considered as intent to submit a Response. The Proposer's name will appear on the planholder's list showing all planholders and will be forwarded all Addenda issued. In the event the planholder elects not to submit a Bid, it is requested that notification of such fact be furnished to Northern Kentucky University Procurement Services prior to the closing date for receipt of RFP's.
2. Planholder and Addenda Listing. The published planholder and Addenda listing is for general information purposes and the exclusion or inclusion of any firm in no way constitutes and/or implies approval or disapproval of the qualifications of any Proposer, Subcontractor, material or equipment supplier. If the Proposer or planholder notes non-receipt of any of the listed Addenda, it shall be their responsibility to obtain missing copies from Procurement Services or review same at any of the designated reporting agencies offering the Bid Documents for review.

SECTION 12 – ANTI-KICK BACK

All Proposers shall comply with the Copeland "Anti-Kick Back" Act (18 USC 874) as supplemented in the Department of Labor Regulations (29 CFR, Part 3). This Act provides that each Proposer, subcontractor or subgrantee is prohibited from inducing, by any means, any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he is otherwise entitled.

SECTION 13 – COMPLIANCE WITH KENTUCKY'S COMPENSATION & UNEMPLOYMENT INSURANCE LAWS KRS 45A.480

The successful contractor will be required to assure, by affidavit, that all contractors and subcontractors employed, or will be employed, under the provisions of the contract shall be in compliance with Kentucky requirements for Worker's Compensation Insurance according to KRS Chapter 342 and Unemployment Insurance according to KRS Chapter 341.

SECTION 14 – PROTESTS

Any Proposer who wishes to protest or object to any award made or other decisions Pursuant to this IFB may do so only in writing to the Director of Procurement Services.

SECTION 15 – WEAPONS-FREE ZONE

The possession of, use or storage of any firearm, ammunition, explosive device (including fireworks), or other deadly weapon in any form is prohibited on any Northern Kentucky University property or in any facility or on any property owned, leased, or operated by the University, except as permitted by law (K.R.S. 527.020).

“Weapons” include, but are not limited to, martial arts weapons, knives (other than those necessary for cooking or approved university activities, including ROTC), bows and arrows, air guns, shot guns, BB guns, and “deadly weapons” as defined by KRS 500.080(4).

SECTION 16 - SMOKE 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.

SECTION 17 – NKU – SAFETY

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.

The Contractor shall furnish the University 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.

SECTION 18 - CONTRACTOR PRESENCE ON CAMPUS

Contractor agrees that 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’s officers. Contractor’s employees shall not use existing areas where not required to perform the work.

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 agents may cause to the campus or to University equipment.

SECTION 19 -- INDEPENDENT CONTRACTOR

The Contractor is engaged as an independent Contractor and shall be responsible for any federal, state and local taxes and fees applicable to payments hereunder.

SECTION 20 -- USE OF FACILITIES

Contractor or his employees shall have the right to use only those University facilities that are necessary to perform services under this contract.

SECTION 21 --ASSIGNMENT:

Neither party to the contract shall assign the contract, or any portion thereof without the written consent of the other, nor shall the Contractor assign any monies due or to become due to him hereunder without the previous written consent of the Owner.

SECTION 22 --USE OF NAMES AND LOGOS IN ADVERTISING:

Contractor agrees not to make reference to this Contract, use the University's name in any advertising or promotion, or use any University logos without the expressed written consent of the University.

SECTION 23 --INDEMNIFICATION:

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and their agents and employees from and against all claims, damages, losses and expenses, including attorney's work, provided that any such claim, loss, damage or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting there from, and (b) is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not is caused in part by a party indemnified hereunder. This basic obligation to indemnify shall not be construed to nullify or reduce other indemnification rights which the Owner would otherwise have.

SECTION 24 -- LAW, FORM AND FORUM:

Terms and provisions of this contract shall be construed in accordance with the laws of the Commonwealth of Kentucky. Any legal action entered against the University on the Contract by the Contractor shall be brought in the Campbell County Circuit Court, Commonwealth of Kentucky, and shall be tried by the court sitting without a jury. All defenses in law or equity, except the defense of government immunity, shall be preserved to the University.

SECTION 25 – 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.

SECTION 26 --FORCE MAJEURE:

Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

SECTION 27 – CORRELATION AND INTENT OF CONTRACT DOCUMENTS

1. Execution of the Contract by the Contractor is a representation that the Contractor has thoroughly and carefully examined the site of the Work, investigated and understands all conditions which can affect the Contractor has inspected all documents and finds the documents to be adequate to complete the Work. It is the responsibility of the Contractor to be familiar with and comply with all Federal, State, and local laws, ordinances, and regulations that might affect those engaged in the Work, and to be familiar with the materials, equipment, or procedures used in the Work, or that in any other way could affect the completion of the Work. Any failure by the Contractor or any Subcontractor or material supplier to properly familiarize themselves with the proposed Work shall not relieve the Contractor from the responsibility for completing the Work in accordance with the Contract Documents.
2. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. Labor or materials that are necessary to produce the desired result, even though not specifically mentioned in the Contract Documents, shall be included in the Work.

3. The Contract Documents are complementary, and what is required by one shall be binding as if required by all. In case of conflicts between the various documents, the order of precedence will be as follows: (1) Addenda, (2) Special Conditions, (3) General Conditions, (4) Technical provisions of the Specifications and (5) Drawings and exhibits.

SECTION 28 – TERMINATION OF CONTRACT FOR DEFAULT ACTION OF CONTRACTOR

1. The University may terminate the contract upon the occurrence of any one or more of the following events:
 - A. If the Contractor refuses or fails to prosecute the Work (or any separable part) with such diligence as will insure its completion within the agreed upon time; or if the Contractor fails to complete the Work within such time;
 - B. If the Contractor is adjudged bankrupt or insolvent, or makes a general assignment for the benefit of creditors, or if the Contractor or a third party files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or similar laws concerning the Contractor, or if a trustee or receiver is appointed for the Contractor or for any of the Contractor's property on account of the Contractor's insolvency, and the Contractor or its successor in interest does not provide adequate assurance of future performance in accordance with the Contract within 10 days of receipt of a request for assurance from the Owner;
 - C. If the Contractor repeatedly fails to supply sufficient skilled Workmen or suitable materials or equipment;
 - D. If the Contractor repeatedly fails to make prompt payments to Subcontractors or suppliers at any tier, or for labor, materials or equipment;
 - E. If the Contractor disregards laws, ordinances, rules, codes, regulations, orders or similar requirements of any public entity having jurisdiction;
 - F. If the Contractor disregards the authority of the Consultant or the Owner;
 - G. If the Contractor performs Work which deviates from the Contract Documents, and neglects or refuses to correct rejected Work; or
 - H. If the Contractor otherwise violates in any material way any provisions or requirements of the Contract Documents.
2. Once the Owner determines that sufficient cause exists to justify the action, the University may terminate the Contract without prejudice to any other right or remedy the University may have, after giving the Contractor and its Surety three days notice by issuing a written Declaration of Default. The Owner shall have the sole discretion to permit the Contractor to remedy the cause for the contemplated termination without waiving the University's right to terminate the contract.
 - A. In the event that the Contract is terminated, the University may contract with another to take over and complete the Work on the Contract. If the unpaid balance of the Contract Price exceeds the direct and indirect costs and expenses of completing the Work including compensation for additional professional and Consultant services, such excess shall be used to pay the Contractor for the cost of the Work it performed and a reasonable allowance for overhead and profit. If such costs exceed the unpaid balance, the Contractor or the Contractor's Surety shall pay the difference to the Owner. In exercising the Owner's right to prosecute the completion of the Work, the Owner shall have the right to exercise its sole discretion as to the manner, methods, and reasonableness of the costs of completing the Work and the Owner shall not be required to obtain the lowest figure for Work performed in completing the Contract. In the event that the Owner takes bids for remedial Work or completion of the Project, the Contractor shall not be eligible for the award of such Contract.
 - B. The Contractor shall be liable for any damage to the Owner resulting from the termination or the Contractor's refusal or failure to complete the Work, and for all costs necessary for repair and completion of the Project

above the amount of the Contract. The Contractor shall be liable for all attorney's fees, costs and expenses incurred by the Owner to enforce the provisions of the Contract.

- C. In the event the Contract is terminated under this Section, and it is determined for any reason that the Contractor was not in default under the provisions of this SECTION, the termination shall be deemed a Termination for Convenience of the Owner.

SECTION 29 --INSURANCE:

The Contractor shall maintain the following minimum insurance.

Automobile Liability	\$1,000,000 <i>To include all vehicles and equipment owned or non-owned for use on the project.</i>
Workman's Compensation	Kentucky State Statutes
Public Liability	\$500,000 one person \$1,000,000 each accident
Property Damage	\$ 500,000 per accident \$1,000,000 aggregate

These coverage's and limits are to be considered minimum requirements and shall in no way limit the liability or obligation of the Contractor under this contract. Contractor shall furnish a Certificate of Insurance in evidence of the required coverage. The coverages are to remain in effect for the duration of any contract.

Actual Certificates of Insurance naming Northern Kentucky University as "additional insured" will be required prior to commencement of work on campus.

The required amounts of insurance are to be maintained during the life of the contract and it is the Contractor's responsibility to insure that current certificates of insurance are on file with the University.

SECTION 30 --PERSONAL SERVICES CONTRACT

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

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

REGARDING PERSONAL SERVICE CONTRACT INVOICING

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

<http://procurement.nku.edu/Personalservicecontracts.html>

End - Instructions to Proposers

ACADEMIC DEAN SEARCH – DIVISION OF THE PROVOST AND EXECUTIVE VICE PRESIDENT FOR ACADEMIC AFFAIRSSpecial Instructions and Conditions**UNIVERSITY REPRESENTATIVE**

A staff member of the University shall act as the University contact, during the life of the contract, and be the primary coordinator and liaison between the University and the Contractor.

TIME FOR ACCEPTANCE

Each Bid shall state that it is a firm offer, which may be accepted within a period of 60 days. Although the contract is expected to be awarded prior to that time, the 60-day period is requested to allow for unforeseen delays.

CANCELLATION

The resulting contract, from this Request for Proposal may be cancelled by the University, for non-compliance with the terms and conditions of any part of the agreement.

PROPOSAL INSTRUCTIONS

Vendors are to submit **FOUR (4) bound complete copies** of their proposal, **ONE (1) digital copy**, and **ONE (1) unbound copy that is to be clearly marked as the ORIGINAL**, with original signatures on the required pages. Do not deliver your proposal to any other office. The University reserves the right to accept or reject any or all proposals and to waive informalities or technicalities.

The proposal should be prepared simply and economically, providing a straightforward and concise description of the offeror's capabilities to satisfy the requirements of the Request for Proposal. Emphasis should be on completeness and clarity of content. Attach copies of specification sheets, references, and other supporting documentation.

Pricing should be provided for each section of the requested services in addition to a combined price for the entire proposal. In addition, at least three references should be provided from institutions of higher education similar in size to Northern Kentucky University.

Any costs incurred by offeror in preparing or submitting offers are the offerors' sole responsibility. The University will not reimburse any offeror for any costs incurred prior to award.

Telegraphic or faxed proposals or modifications of RFP by FAX or e-mail are not acceptable.

PREPARATION AND SUBMISSION OF PROPOSALS

Proposals shall be prepared one sided on 8-1/2" x 11" paper, with all text clear of binding. The text type size shall not be less than a 11 point font. The proposals shall be indexed and all pages sequentially numbered throughout, or by section.

Elaborate graphics and expensive paper and bindings are not necessary, nor encouraged. Neatness, clarity and completeness are what are desired. All text and exhibits should be succinct and relevant to the RFP requirements.

The sealed submittal envelope/package should be clearly marked as follows:

REQUIRED SUBMISSIONS

These instructions describe the required format for the Proposal. Proposers may include any additional information deemed pertinent. An identifiable tab sheet must precede each Section for easy reference. All pages, except pre-printed technical inserts, shall be sequentially numbered.

Proposals must address each of the requirements listed below in the same order as listed to be considered responsive. Proposals should reference each identified requirement explaining how the proposer's solution meets the specified requirement.

Narratives should provide a concise description of capabilities to satisfy the requirements of this Request for Proposal. Emphasis should be on clarity, brevity and completeness of response. All materials submitted in response to this Request for Proposal will become the property of NKU and will not be remitted.

The following list specifies the items to be included in your Proposal. The location of the various Sections must be referenced in the Proposal's Table of Contents, tabbed accordingly, and in the sequence listed:

Table of Contents

Tab	Content
A	Cover Letter
B	Signed and Notarized Certifications and Affidavits
C	Vendor Response for Scope of Services
D	Vendor Experience and References
E	Financial Proposal

PROPOSAL EVALUATION PROCESS

A University Evaluation Committee will evaluate qualified proposals according to the following evaluation criteria. Vendors are responsible for reviewing the criteria below and providing appropriate and sufficient information within the proposal to enable the University Evaluation Committee to assess the proposal. Based on this evaluation, the University Evaluation Committee will recommend a short list of vendors for either an on-site, telephone, or web-based presentation regarding their proposal (format to be determined by the evaluation committee). Vendors may be asked to present on only a portion of the proposal as they may no longer be under consideration for the entire RFP.

EVALUATION CRITERIA

Proposals will be evaluated based on the following criteria, listed in priority order:

- Likelihood of producing a successful search
- Scope of services
- Past effectiveness as indicated in the proposal and by references
- Cost effectiveness

ON CAMPUS PRESENTATIONS

After the initial evaluation, formal presentations may be scheduled. Only 2-4 would be requested to provide a formal presentation. More details will be provided to those vendors when scheduling to ensure the presentation covers the areas we would like to be addressed.

ADDENDA/CLARIFICATIONS

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

Questions or comments regarding this RFP must be in writing and must be received in Procurement Services no later than 12:00 noon on June 24, 2019.

CONTACT PERSONNEL

Respondents to this solicitation shall NOT talk to, call, or email anyone at the University about the project, except for the designated University spokesperson as identified herein.

For questions concerning the method of procurement, method of evaluation or general proposal requirements, the proposer's sole point of contact for this proposal is:

Ryan Straus
Northern Kentucky University
617 Lucas Administrative Center
Highland Heights, KY 41099
Phone: 859.572.6605
FAX: 859.572.6995
E-mail: strausr2@nku.edu
URL: <http://procurement.nku.edu>

All requests for technical information shall be submitted in writing to Jennifer Moeves prior to the deadline for submission of questions as detailed in the Notice of RFP Opportunity.

All material clarifications will be issued by Procurement Services by written addenda.

CONTRACT AWARD

Issuance of this RFP and receipt of proposals does not commit the University to award a contract. The contract will be awarded to the firm whose offer best meets the specifications and other factors considered. The University reserves the right to postpone opening for its own convenience, to accept or reject any or all proposals received in response to this RFP, to negotiate with other than selected bidder should negotiations with selected firm be terminated, to negotiate with more than one bidder simultaneously, to cancel all or part of this RFP and to waive any technicalities.

METHOD OF AWARD

It is the intent of Northern Kentucky University to award a contract to the qualified Contractor whose offer, conforming to the conditions and requirements of the RFP, is determined to be the most advantageous to the University, cost and other factors considered in accordance with KRS 45A.085.

Proposals will be evaluated strictly in accordance with the requirements set forth in this solicitation, including any addenda that are issued. The University will evaluate proposals as submitted and may not notify Contractors of deficiencies in their responses.

Proposals must contain responses to each of the criteria listed above even if the Contractor's response cannot satisfy those criteria. A proposal may be rejected if it is conditional or incomplete in the judgment of the University.

CONFIDENTIALITY

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

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.

ACADEMIC DEAN SEARCH – DIVISION OF THE PROVOST AND EXECUTIVE VICE PRESIDENT FOR ACADEMIC AFFAIRS**Scope of Services****A BRIEF DESCRIPTION OF THE UNIVERSITY**

Northern Kentucky University (NKU), a public university founded in 1968, is located in Highland Heights, Kentucky and is part of the Cincinnati Metropolitan Region. It serves over 15,000 students, of which about 85% are undergraduates. Students come from 42 states and 53 countries, and enrollments have been growing year after year. The university offers 78 bachelor's degrees, 3 associate degrees, 23 graduate programs, a Juris Doctor, a Doctor of Education in Educational Leadership, and a Doctor of Nursing Practice. The university is served by more than 2,000 employees of whom 541 are full-time faculty. It has a satellite campus about 40 miles from the main campus and a corporate training/conference center located near the airport. The university is known for its public engagement work and has close ties to the business, government, and non-profit entities in the region as well as to the region's P-12 and post-secondary schools. Its vision is "to be nationally recognized as the premier comprehensive, metropolitan university that prepares students for life and work in a global society and provides leadership to advance the intellectual, social, economic, cultural, and civic vitality of its region and of the commonwealth." As a public institution, the university works with the Council on Postsecondary Education, Kentucky's coordinating board for higher education.

ELEMENTS OF THE PROPOSAL

The proposal should include the following elements in the order listed here:

Information about the firm:

- Describe the firm including its location and main telephone number and provide an organizational chart for the firm;
- Provide the name, title and contact information of the individual who will have primary responsibility for the indicated search; if a contract is awarded, it will specify that the person with primary responsibility cannot vary without the consent of NKU;
- Provide a resume for each of the individuals who will be involved with the search; specify each person's experience and length of service related to such of search, particular skills, education, other experience, significant accomplishments, and any other pertinent information; include contact information for each individual; indicate the role of each in the search;
- Describe the firm's experience in recruiting and successfully placing academic deans in institutions of higher education, particularly those that are similar to NKU; describe the firm's experience in identifying and successfully placing a diverse and qualified pool of candidates for academic dean positions;
- Provide data showing the success the firm has had in conducting search for academic deans; that is, how many search for academic dean search has the firm conducted over the past 5 years; how many were successfully completed; how many were successfully completed according to the timeline originally set for the search; how many were handled by the person who would have primary responsibility for NKU's search;
- Explain the firm's policies as they relate to confidentiality during and after the search;
- Provide three references from academic dean search the firm has successfully completed in the past 3 years; references are preferred from universities that are similar to NKU; provide the name of the person at the firm who had primary responsibility for each of these search and the name and contact information of the person to be consulted at the university serving as a reference;
- Provide the average length of time from initiation of search activities to successful search completion (selection of a candidate and acceptance of the position) as facilitated by your firm.

Services provided: provide a detailed description of the services that the firm would provide, addressing **at a minimum** the items listed below. Be sure to include the services you would provide relative to:

- Assist with the preparation of an appropriate vacancy notice
- Generating a strong pool of highly qualified and interested applicants including minority applicants
- Supporting through technology the acceptance of credentials as well as the review of those credentials by the search committee.
- Advising and supporting the academic dean search committee, specifically the chair.-Vetting the applicants in the pool
- Establishing review criteria for the committee members' evaluation of applicants for the search
- Assisting in reducing the applicant pool to identify a smaller pool of semi-finalists for the search
- Planning and implementing in-person, off-campus interviews of semi-finalists for the search
- Assisting in reducing the pool of semi-finalists to a smaller number of finalists for the search
- Assisting in the planning and implementation of the campus interviews of the finalists for the search
- Assisting with the identification of strengths and shortcomings of each of the finalists for the search
- Assisting the Provost in developing an appropriate compensation package
- Assisting the Provost in negotiating with the identified candidate
- Assisting the Provost in successfully concluding the search

Other services, not directly related to these bullet points, should also be described in detail.

Additional questions related to work plan:

- What if any subcontractors would be involved in the search?
- What happens if the search is unsuccessful?
- What information or services are expected from the university?
- What is a realistic timeline for the successful completion of this search? Provide a detailed timeline for the various stages in the search.

Costs: Provide an overall estimate of the cost of using your firm to support the search and explain the basis for the estimate. Also identify other costs that most effectively could/should be incurred by your firm and be reimbursed by the university. For example, candidate confidentiality can best be preserved if travel expenses are paid by the search firm and reimbursed by the university to the search firm. In addition, complete the *Financial Offer Summary* that is part of this package.

Review criteria: Proposals will be evaluated based on the following criteria, listed in priority order:

- Likelihood of producing a successful search
- Scope of services
- Past effectiveness as indicated in the proposal and by references
- Cost effectiveness

Tentative Time Line for the Search

Note: All steps beginning with the development of the vacancy announcement will be done with the assistance of the search firm.

June

- The university issues RFP for a search firm.

July

- A web site is created to communicate information about the search.
- A Canvas site for the committee is created to facilitate two-way communication amongst the search committee.
- Select search firm.

August

- Search firm is hired. Contract signed by September 5.
- Search firm meets with the search committee, the provost and college representatives-on campus.
- Vacancy announcement and ad strategy is developed, finalized, and posted by the end of September.

September - December

- Application materials are received, those who clearly do not meet minimum qualifications are sent letters.
- Committee identifies a pool of about 20 candidates for further consideration.
- References are checked on the group of 20.
- Search firm meets with search committee to review applications and identify a pool of about 10-12 semi-finalists.

Early January

- Committee conducts off-site interviews with the semi-finalists during first two weeks of January or early December is possible.
- With permission of the candidates, a deeper reference check is done including names off the list. In addition, a background check is done for each remaining candidate.
- Search committee reduces pool of semi-finalists to a group of about 3-5 finalists.
- Applicants not considered viable are notified of their status in the search.
- Names of finalists are released to the public along with information about each.

February

- Finalists are invited to campus to meet with various constituent groups prior to Spring Break (March 10-15).
- Search committee gathers feedback from those who met with candidates and/or attended open forums.
- Search committee consolidates information on each candidate; candidate's application materials; candidate assessments; feedback from constituent groups; and any other relevant information.
- Search committee submits an unranked list of two to five names to the VPAA and Provost of the university, including all relevant information about each candidate.
- Provost identifies his/her preferred candidate.
- Provost negotiates a contract with preferred candidate.
- Provost announces the new candidate by mid-March

End – Scope of Services

FINANCIAL OFFER SUMMARY

Offerors are to provide a fixed price for the services offered and an itemized estimate of additional expenses. The fixed price may be stated as a percentage of the first year base salary for the Deans.
NOTE: Only those items listed here by the offeror will be included in the contract.

Price for Consultant Service \$ _____
(fixed price)

OR _____%

Additional Expenses (please list):

Travel \$ _____

Meals \$ _____

Car Rentals \$ _____

Hotels \$ _____

Postage/copies/faxes/phone \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

Total Estimated Expenses \$ _____

Please provide a payment schedule based on monthly invoices.

Alternate Pricing: In addition to the above financial offer, Offeror may submit alternative financial proposals, however the information requested above must be supplied and will be used for proposal evaluation purposes.