

REQUEST FOR PROPOSALS
NKU-07-20



HOUSING MANAGEMENT SOFTWARE SYSTEM

JANUARY 6, 2020

All documents associated with this RFP are available at: nkuplanroom.com

Proposal NO: NKU-07-20
Issue Date: January 6, 2020
Title: Housing Management Software System
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: 3/6/2020 BEFORE 2:00 PM 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

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

SWORN STATEMENT OF COMPLIANCE WITH FINANCE LAWS

In accordance with KRS45A.110 (2), the undersigned hereby swears under penalty of perjury that he/she has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky and that the award of a contract to a bidder will not violate any provision of the campaign finance laws of the Commonwealth of Kentucky.

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

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

CERTIFICATION OF NON-SEGREGATED FACILITIES

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

RECIPROCAL PREFERENCE

(1) Prior to a contract being awarded to the lowest responsible and responsive bidder on a contract by a public agency, a resident bidder of the Commonwealth shall be given a preference against a nonresident bidder registered in any state that gives or requires a preference to bidders from that state. The preference shall be equal to the preference given or required by the state of the nonresident bidder.

(2) A resident bidder is an individual, partnership, association, corporation, or other business entity that, on the date the contract is first advertised or announced as available for bidding:

(a) Is authorized to transact business in the Commonwealth; and

(b) Has for one (1) year prior to and through the date of the advertisement, filed Kentucky corporate income taxes, made payments to the Kentucky unemployment insurance fund established in KRS 341.490, and maintained a Kentucky workers' compensation policy in effect.

(3) A nonresident bidder is an individual, partnership, association, corporation, or other business entity that does not meet the requirements of subsection (2) of this section.

(4) If a procurement determination results in a tie between a resident bidder and a nonresident bidder, preference shall be given to the resident bidder.

(5) This section shall apply to all contracts funded or controlled in whole or in part by a public agency.

(6) The Finance and Administration Cabinet shall maintain a list of states that give to or require a preference for their own resident bidders, including details of the preference given to such bidders, to be used by public agencies in determining resident bidder preferences. The cabinet shall also

promulgate administrative regulations in accordance with KRS Chapter 13A establishing the procedure by which the preferences required by this section shall be given.

(7) The preference for resident bidders shall not be given if the preference conflicts with federal law.

(8) Any public agency soliciting or advertising for bids for contracts shall make KRS 45A.490 to 45A.494 part of the solicitation or advertisement for bids

DEFINITIONS

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

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

SIGNATURE REQUIRED: This proposal cannot be considered valid unless signed and dated by an authorized agent of the offeror. Type or print the signatory's name, title, address, phone number and fax number in the spaces provided. Offers signed by an agent are to be accompanied by evidence of his/her authority unless such evidence has been previously furnished to the issuing office. Your signature is acceptance to the Terms and conditions above.

DELIVERY TIME:	NAME OF COMPANY:	DUNS#
PROPOSAL FIRM THROUGH:	ADDRESS:	PHONE/FAX:
PAYMENT TERMS:	CITY, STATE & ZIP CODE:	E-MAIL:
SHIPPING TERMS: F.O.B. DESTINATION – PREPAID AND ALLOWED	TYPED OR PRINTED NAME:	WEB ADDRESS:
FEDERAL EMPLOYER ID NO.:	SIGNATURE:	DATE:

Project Name:	Housing Management Software System
Issue Date:	January 6, 2020
Deadline for Questions:	February 7, 2020 by 12:00 PM (Noon) (EST)
Response Deadline (Proposals Due):	March 6, 2020 by 2:00 PM (EST)
Vendor Presentations:	March and/or April, 2020
Contract Implementation:	December 1, 2020 (Soft Roll Out/Beta Testing) January 4, 2021 (Full Roll Out/Production)

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
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
Buyer
Northern Kentucky University
Lucas Administrative Center, 617
Highland Heights, KY 41099
FAX: 859.572.6995**

Email: 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.

Proposals shall not be opened publicly or read aloud. Proposals submitted via commercial delivery service must be received by date and time indicated.

Solicitation Outline:

1. Scope of Solicitation
2. Instructions to Offerors
 - a. General Instructions
 - b. Special Instructions
3. Scope of Work/Specifications
4. Information for Offerors to Submit
5. Qualifications
6. Award Criteria
7. Terms and Conditions
 - a. General
 - b. Special
8. Bidding/Proposal Schedule

1. SCOPE OF SOLICITATION

Contract term is for five (5) years with the option to renew for five (5) additional one (1) year terms all beginning on January 1, 2021.

It is the intent of Northern Kentucky University to solicit proposals from this “Request for Proposals” for a “Housing Management Software System” for University Housing at Northern Kentucky University in accordance with all the requirements stated herein.

In order to be considered responsive, all proposals should be complete and carefully worded and convey all of the information requested. If the proposal fails to conform to the essential requirements of the RFP, the University and the University alone will be the judge as to whether that variance is significant enough to consider the proposal non-responsive and therefore not considered for the award.

The basic and governing language of the possible contract resulting from this solicitation shall consist of the Request for Proposal Documents, including any attachments and amendments, and the Contractor’s signed proposal. In the event of a conflict between the two documents, this RFP shall govern.

The primary mission of University Housing at Northern Kentucky University is to provide a residential experience that welcomes diverse ideas and people, focuses on education and innovation, and provides safe and affordable living options. The Housing Management Software System should allow for University Housing to accomplish its core mission while providing exceptional customer service and simplicity of service to students and associated constituents for applications, assignments, billing, room changes, and communication with University Housing and all other associated services.

A BRIEF DESCRIPTION OF THE UNIVERSITY:

Northern Kentucky University—just minutes from downtown Cincinnati—offers a student-first experience that empowers graduates to further advance the region. With dedicated faculty, compelling courses and a campus alive with learning opportunities, we partner with students to engage and impact the world with their curiosity. NKU, through its seven colleges and excellent academic programs, prepare student-learners for fulfilling careers and lifelong involvement with their communities—and the world beyond.

With accreditation by the Southern Association of Colleges and Schools and The Association to Advance Collegiate Schools of Business International, NKU is focused on lighting the way for a brighter tomorrow.

2. INSTRUCTIONS TO OFFERORS**A. General Instructions**

AMMENDMENTS TO SOLICITATION (A) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the following web site for the issuance of Addenda: www.nkuplanroom.com. Bidders shall acknowledge receipt of any Addenda in their proposal response.

B. Special Instructions

Any questions or request for information must be submitted in writing via email prior to February 7, 2020 by 12:00 PM (Noon) (EST) (Deadline for Questions.) Questions may be e-mailed prior to the deadline. Any written questions received prior to the deadline for questions will be responded to in the form of a written addenda to the RFP.

SUBMISSION OF QUESTIONS

Questions may be emailed to:
strausr2@nku.edu

Faxed to:
(859) 572-6995

PREPARATION OF PROPOSAL: Offeror should prepare and submit one (1) signed original, clearly marked and four (4) copies of proposal and one electronic file on a USB drive. Proposals should meet the following: (a) all proposals should be complete and carefully worded and should convey all of the information requested by the University. If significant errors are found in the offeror's proposal, or if the proposal fails to conform to the essential requirements of the RFP, the University and the University alone, will be the judge as to whether that variance is significant enough to reject the proposal; (b) proposals should be prepared simply and economically, providing a straightforward, concise description of offeror's capabilities to satisfy the requirements of the RFP; emphasis should be on the completeness and clarity of content; (c) each copy of the proposal should be bound in a single volume where practical; all documentation submitted with the proposal should be bound in that single volume; (d) if the proposal includes any comments over and above the specific information requested in our Request for Proposal, you are to include this information as a separate appendix to your proposal.

ORAL PRESENTATIONS: Offerors will be requested to make oral/technology based presentations of their proposals to representatives of Northern Kentucky University. Such presentations provide an opportunity for the offerors to clarify their proposals and to ensure a thorough understanding. Presentations will also give

offerors an opportunity to share highlights of the software proposed and demonstrate User Interfaces and capabilities.

DISCUSSION WITH RESPONSIVE OFFERORS: Discussions may be conducted with responsive offerors who submit proposals for the purpose of clarification to assure full understanding of the requirements of the request for proposals. All offerors, whose proposals in the procuring agency's sole judgment, needing clarification shall be accorded such an opportunity.

3. SCOPE OF WORK/SPECIFICATIONS:

The purpose of this solicitation is to obtain a Housing Management Software System to provide exclusive service to University Housing for the purpose of housing applications, assignments, billing, room changes, student communication, and other associated and related processes inherent to a Housing Management Software System. The principal objective of this RFP is to find a comprehensive Housing Management Software System that provides an exceptional customer experience, a simplified user experience for both students and staff, and enhances the ability for University Housing to carry out its core mission in service to students at Northern Kentucky University. The specifications of this RFP are intended to maximize the opportunity for University Housing to serve its students and not to restrict creativity. Nothing herein is intended to, nor should be construed to limit competition, but instead is for the purpose of meeting University Housing's data processing and management needs and objectives using a system of fair, impartial, and free competition among Offerors.

The Contractor shall host this cloud based software, meeting all NKU IT security requirements for the storage and transmission of student data, and shall be responsible for full system construction and design, in consultation and under the direction of University Housing staff. The University shall have the right to designate appropriate staff to work proactively and in liaison with the Contractor to insure full compliance with all terms and provisions of the contract. The Contractor shall furnish all materials and perform all of the work described in this RFP and its attachments.

3.1 PROPOSAL CONSTITUTES OFFER

By submitting a proposal, the Offeror agrees to be governed by the terms and conditions set forth in this document. Any proposal containing variations from terms and conditions set forth herein may render such proposal non-responsive. Any inconsistencies between the RFP and any other contractual instrument shall be governed by the terms and conditions of this RFP, except where subsequent amendments to any contract resulting from this RFP supersede any such provisions of this RFP.

3.2 PARTIAL PROPOSALS

Proposals will not be accepted for anything other than the entire RFP. The University seeks a "turn-key" software, with ultimate responsibility for Housing Operations Management via the proposed software system.

3.3 COMPANY EXPERIENCE AND REFERENCE ACCOUNTS

Offerors must provide information showing company experience in receiving contracts for and furnishing all services comparable to the size and type of operations proposed. Also, Offerors must include the number of

residential students and a general description of the type of operations (e.g. Applications, Assignments, Billing, Forms, Residence Life, Camps/Conferences, Facilities Management, etc.), and length of service for each client. Specific requirements for this review are as follows:

- (5) Five established accounts that match or approximate the profile of Northern Kentucky University.

3.4 SPECIFICATIONS/REQUIREMENTS

3.4.1 SPECIFICATIONS

- a. Cloud based Housing Management Software System
- b. Integrations
 - a. Must be able to input and output specified files for integration with SAP ERP system:
 - i. Daily automated input of ERP data from SAP in the format of an Excel file
 - ii. Daily automated output of data to ERP in the format of an Excel file
 - iii. Daily automated output of data to parallel housing software systems (i.e. RoomPact, Notifii, etc.), either through direct integration or in the format of an Excel file
 - iv. Daily automated billing updates in the form of final billing amounts sent to ERP in the format of an Excel file
 1. Billing integrations must be able to be run manually and/or held from running automatically, if so desired by the client
 - v. Daily automated door access updates to a third party access system (currently DSX), either through direct integration or in the format of an Excel file
 1. Door access updates must be able to be run manually and/or held from running automatically, if so desired by the client
- c. Online housing application with redundancies to prevent downtime during busy application periods
 - a. Must be able to collect Meal Plan Applications concurrently and output appropriately to CBORD dining services management system.
 - b. Online room selection, segmented based on student type
- d. Renewal housing process capabilities
- e. Deposit control including taking deposits, holding deposits, and refunding deposits
- f. Must be able to maintain a waitlist by category
- g. Managing room changes during the year
- h. Check-in and check-out capabilities, including key management capabilities for each designated space
- i. Ability to hide or hold spaces
- j. Electronic room assignments
 - a. Capabilities for special populations including living learning communities, athletes, etc.
 - b. Roommate matching with our determined criteria
- k. Billing capability
 - a. Academic year room billing with up to 17 different rate codes
 - b. Proration differences for room changes, cancellations, and late arrivals
 - c. Early arrival (weekly and daily) and late stay (weekly and daily) billing
 - d. Summer hall billing (semester, weekly, and daily rates)
 - e. Lost key, damage billing, meal plan billing, and other special billing as specified by the client
- l. Forms: System must host forms for students and other constituents to complete

- a. Room Change Requests (must be able to be completed multiple times per application period by a single user)
- b. Fall Early Arrivals
- c. Winter Break Stay Management (NKU Residence Halls do not close over any breaks – a form that captures information on who is in residence during traditional down times)
- d. Spring Late Stays
- e. Contract Reviews (to include contract cancellation requests, contract modifications, meal plan changes, etc.)
- f. Short Term Housing application (to include non-affiliated applicants)
- g. Housing Access request (to include non-affiliated applicants, must support multiple submissions from a single user)
- m. Customizable data reports including occupancy, demographics, applications, deposits, cancellations, staff lists and areas of responsibility, etc.
- n. Real-time rosters with specified information
- o. Electronic Room Condition Reports (RCRs)
 - a. Damage billing capabilities
 - b. Asset management
 - c. Ability to upload pictures of damages
- p. System must meet the following security requirements:
 - a. Complies with FERPA
 - b. Has SOC-2 or similar certification for data storage; Data is encrypted at rest
 - c. Uses TLS 1.2 or higher
 - d. Has Voluntary Product Accessibility Template (VPAT) acknowledging section 508 compliance
 - e. Optional: Uses SAML authentication for single sign on
- q. Add-ons we would like to consider:
 - a. Camps and Conferences
 - b. Staff Selection
 - c. Inventory Management (including furniture, fixtures, and other loanable items such as walkie talkies, vacuums, linen packs, etc.)
 - d. Residence Life functions (i.e. Programming, Budget Requests and Tracking, Duty Logs, RA Weekly Reports, Staff Evaluations, etc.)
 - e. Direct integration with Student Conduct software (i.e. Maxient, Advocate, etc.)

3.4.2 CLARIFICATIONS AND RESPONSES

- Describe different levels of support available for both system users and administrators/IT personnel, along with annual costs for each.
- Describe available hardware and software warranties.
- Provide copies of security and compliance certificates.
- Describe annual license costs and incrementally break down each part of the cost to base amounts. Describe what costs are required and what are add-on or optional costs.
- Provide annual pricing for any ongoing costs associated with the provided hardware/software, and any multi-year bundle discounts for these licenses or services.

- Provide implementation costs. Describe whether these costs are first year costs or whether they can be prorated over a set number of years (i.e. 3 years proration of implementation costs).
- Describe in detail the typical implementation schedule for the system and typical demands on NKU University Housing staff.
- Describe all NKU resource requirements.
- Describe backup options.
- Describe all training provided and recommended for the proposed solution. Describe ongoing training and retraining options and associated costs after the initial training.
- Describe software update frequency, procedure, and associated costs.
- Describe ability to integrate with Active Directory.
- Describe ability to accommodate single sign-on.
- Describe available methods of integration with SAP.
- Describe integrations with any existing student conduct solutions.
- Describe ability for software solution to be mobile friendly. Is there a mobile app?
- Describe how you would perform a 1-time conversion of current data and any costs associated with that transfer.
- Describe available methods for NKU IT to directly access housing operations data for additional reporting, batch processing, trouble shooting, or data recovery.

3.5 Incurring Costs

The cost of preparing responses to the RFP will *not* be allowable as direct or indirect charges under any resulting contract.

3.6 Rejection of Proposal

The University reserves the right to refuse or reject any or all proposals submitted under this RFP. The University shall be free to accept whichever proposal(s) it deems most advantageous.

3.7 Statements Not Warranties and Representations

The statements contained herein are made for the purpose of information and assisting prospective bidders in preparing bids. None of the statements contained herein shall be construed to be a warranty or representation; the University, its officials, employees, agents and consultants shall not be liable to any persons for any statements herein.

3.8 Independent Capacity

The parties hereto agree that the bidder, and any agents and employees of the bidder, in the performance of their agreement, shall act in an independent capacity and not as officers or employees of the University.

3.9 Negotiation of Contract

Any contract(s) that may result from this RFP will be as a result of negotiation between applicants submitting proposals and the University

3.10 Evaluation Methodology

An Evaluation Committee will do technical evaluation of proposals submitted in response to their RFP. All proposals are to be submitted complete. The University is under no obligation to contact bidders for clarification but reserves the right to do so.

3.11 Employment/Non-Discrimination Laws

The successful applicant(s) will be required to comply with all state and federal applicable fair employment and non-discrimination laws and regulations.

3.12 Kentucky Preference Laws

Prior to a contract being awarded scoring or evaluation of proposals will take into consideration reciprocal preference for Kentucky resident bidders law KRS 45A.490 to KRS 45A.494 and preference for qualified bidders or the Department of Corrections, Division of Prison Industries law KRS 45A.470.

Resident and qualified bidders wishing to take advantage of the preference laws must fill out the appropriate affidavit form and return it with your bid or proposal.

4. INFORMATION FOR OFFERORS TO SUBMIT

All proposals should be complete and carefully worded and should convey all information requested by the University. If significant errors are found in the offeror's proposal, or if the proposal fails to conform to the essential requirements of the RFP, the University and the University alone, will be the judge as to whether that variance is significant enough to reject the proposal. Proposals should be prepared simply and economically, providing a straightforward, concise description of offeror's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content. Proposals which include either modifications to any of the contractual requirements of the RFP or an offeror's standard terms and conditions may be deemed non-responsive and therefore not considered for award.

Unless stated otherwise herein, the basic and governing language of the contract resulting from this solicitation shall be comprised of the RFP documents, including any attachments and amendments, and the successful offeror's signed proposal. In the event of a conflict between the two documents, the RFP shall govern.

To be considered for award, all proposals must include, as a minimum, the following information. Offerors should restate each of the items listed below and provide their response immediately thereafter. **All information should be presented in the listed order:**

Signed Cover Page of this RFP and signed Page 19

Cover Letter - Submit a cover letter, which includes a summary of the offeror's ability to perform the services described herein and a statement that the offeror is willing to perform those services and enter into a contract with Northern Kentucky University. The cover letter must state that the offeror will comply with all requirements of the RFP. The cover letter must be signed by a person having the authority to commit the offeror to a contract.

Technical Specifications – Submit documentation and descriptions describing the capabilities of the software and whether it meets each of the documented areas above. Please address any deficiencies and consideration of how they would be addressed. Please document desired add-ons and additional cost for those add-ons at the end of this section.

Clarifications and Responses – Please provide details responses to each of the clarifications and responses, as documented above.

Costs – Please detail implementation costs, recurring licensing costs, and recurring or intermittent training costs. Please also document total first year cost, total five year cost, and total ten year cost. If offeror is able to prorate implementation costs, please demonstrate this as a part of the cost proposal. Please also give a cost per student per year for each of the cost horizons presented.

5. QUALIFICATIONS

OFFEROR'S QUALIFICATION: Offeror must, upon request of the University, furnish satisfactory evidence of its ability to furnish products or services in accordance with the terms and conditions of this proposal. The University reserves the right to make the final determination as to the offeror's ability to provide the services requested herein.

6. AWARD CRITERIA

An award resulting from this request shall be awarded to the responsive and responsible offeror(s) whose proposal is determined to be most advantageous to the University, taking into consideration price, when required, and the evaluation factors set forth herein; however, the right is reserved to reject any and all proposals received and in all cases, the University will be the sole judge as to whether an offeror's proposal has or has not satisfactorily met the requirements of this RFP.

Proposals will be evaluated by a review panel on the basis of the following criteria listed in order of importance:

Evaluation Criteria	Maximum Points to be Assigned	Assigned Points
Specifications/Requirements	30	_____
Total Value (Return on Investment)	40	_____
References and Experience	20	_____
Quality and Completeness of Proposal	10	_____
Kentucky Preference Law factor (see 3.12)		_____
TOTAL POINTS	100	_____

7. TERMS AND CONDITIONS

7.1. General

AFFIRMATIVE ACTION: The contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap. The following are incorporated herein by reference: 41 C.F.R. 60-1.4, 60-250.4 and 60-741-4.

ASSIGNMENT: No contract or its provisions may be assigned, sublet, or transferred without the written consent of the University.

CONTRACT AMENDMENTS: Amendments to any contract between the agency and the contractor must be reviewed and approved by the University.

COMPLIANCE WITH FEDERAL REQUIREMENTS: State or Federal requirements that are more restrictive shall be followed.

FORCE MAJEURE: The Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the Governments in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required delivery schedule.

INDEMNIFICATION: The University, its officers, agents, and employees, shall be held harmless from liability from any claims, damages and actions of any nature arising from a resultant contract, provided that such liability is not attributable to negligence on the part of the using agency or failure of the using agency to comply with the offer as outlined in the offeror's proposal.

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

**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 \$1,000,000 limits of liability.
- Comprehensive General Liability (CGL) Insurance the limits of liability shall not be less than \$1,000,000 each occurrence/\$2,000,000 annual aggregate covering bodily injury and 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.
- Evidence of Professional Liability Errors & Omissions coverage in an amount not less than \$1,000,000.
- If accessing NKU Student, Employee, or other personal records, vendor must have Security and Privacy Liability and Breach Response Services with limits of no less than \$5,000,000 or equivalent coverage.
- Coverage be issued by a carrier with an A.M. Best's rating of no less than A-VII and approved to issue policies in Kentucky.

PRIME CONTRACTOR RESPONSIBILITIES: The contractor will be required to assume sole responsibility for the complete effort as required by this RFP. The University will consider the contractor to be the sole point of contact with regard to contractual matters.

RECORDS RETENTION & RIGHT TO AUDIT: The University shall have the right to audit the books and records of the contractor as they pertain to this contract. Such books and records shall be maintained for a period of three (3) years from the date of final payment under the contract. The University may conduct, or have conducted, performance audits of the contractor. The University may conduct, or have conducted, audits of specific requirements of this bid as determined necessary by the University. Pertaining to all audits, contractor shall make available to the University access to its computer files containing the history of contract performance and all other documents related to the audit. Additionally, any software used by the contractor shall be made available for auditing purposes at no cost to the University.

KENTUCKY GOVERNING LAW CLAUSE: The Agreement and any dispute, claim, or controversy relating to the Agreement shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the Commonwealth of Kentucky. Contractor agrees that any act by the Government regarding the Agreement is not a waiver of either the Government's sovereign immunity or the Government's immunity under the Eleventh Amendment of the United State's Constitution. As used in this paragraph, the term "Agreement" means any

transaction or agreement arising out of, relating to, or contemplated by the solicitation. The parties expressly agree that the UN Convention on the International Sale of Goods shall not apply to this agreement.

SUBCONTRACTING: If any part of the work covered by this RFP is to be subcontracted, the offeror shall identify the subcontracting organization and the contractual arrangements made therewith. All subcontractors must be approved by the University. The offeror will also furnish the corporate or company name and the names of the officers of any subcontractors engaged by the offeror.

TERMINATION: Subject to the Provisions below, any contract resulting from this proposal may be terminated by the University provided a thirty (30) days advance notice in writing is given to the contractor.

Non-Appropriations: Funds for this contract are payable from State and/or Federal appropriations. In the event sufficient appropriations are not made to pay the charges under the contract it shall terminate without any obligation to the University.

Convenience: In the event that this contract is terminated or canceled upon request and for the convenience of the University without the required thirty (30) days advance written notice, then the University shall negotiate reasonable termination costs, if applicable.

Cause: Termination by the University for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provisions; termination costs, if any shall not apply. The thirty (30) days advance notice requirement is waived and the default provision listed herein shall apply.

Default: In case of default on contractor, the University reserves the right to purchase any or all items/services in default in open market, charging contractor with any excessive costs. SHOULD SUCH CHARGE BE ASSESSED, NO SUBSEQUENT PROPOSALS OF THE DEFAULTING CONTRACTOR WILL BE CONSIDERED UNTIL THE ASSESSED CHARGE HAS BEEN SATISFIED.

Insolvency or Unavailability of Funds: In the event of insolvency, unavailability of funds, or the filing of a petition in bankruptcy by or against the contractor, the University shall have the right to terminate the contract upon the same terms and conditions as a termination for default.

OFFEROR RESPONSIBILITY: Each offeror shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this proposal. It is expected that this will sometimes require on-site observation. The failure or omission of an offeror to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this proposal or to the contract.

OWNERSHIP OF MATERIAL: Ownership of all data, material and documentation originated and prepared for the University pursuant to this contract shall belong exclusively to the University.

7.2. Special

CONTRACT TERM/OPTION TO EXTEND

INITIAL CONTRACT PERIOD: January 1, 2021 through December 31, 2025

A resulting contract will automatically extend on each anniversary date unless either party elects not to extend the contract. Extensions may be less than, but will not exceed five (5) additional one (1) year periods. If the contractor elects not to extend on the anniversary date, the contractor must notify the University of its intention in writing one hundred and eighty (180) days prior to the anniversary date.

COST ADJUSTMENT BASED ON CONTRACTOR'S COSTS:

Any request for cost increase not explicitly spelled out in this agreement must be submitted to the University at least ninety (90) days prior to the automatic renewals date. The maximum increase will not exceed the unadjusted percent change from the previous year shown in the Consumer Price Index (CPI) or the current market conditions as determined by the Contract Administrator.

INTENT TO PERFORM:

It is the intent and purpose of the University that this request permits competition. It shall be the Offeror's responsibility to advise the University if any language, requirements, etc., or any combinations thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be submitted in writing, and must be received by the University within fifteen (15) days of the date of issue. A review of such notifications will be made.

TERM OF CONTRACT:

Northern Kentucky University will consider proposals for a maximum term of five (5) years with five (5) one (1) year options, commencing date of award and remaining in effect for the duration offered and accepted unless terminated as otherwise provided herein.

RECEIPT OF PROPOSAL:

State law requires that a copy of the proposal be submitted no later than the date and time specified in the Request for Proposal. Offerors mailing proposals should allow a sufficient mail delivery period to insure timely receipt of their proposals by the issuing office. Any proposals received after the scheduled opening date and time will be immediately disqualified in accordance with the Kentucky Procurement Code and Regulations.

DISCUSSION/NEGOTIATION:

By submission of a proposal, Offeror agrees that during the period following issuance of a proposal and prior to final award of contract, Offeror shall not discuss this Procurement with any party except members of the Office of Procurement Services at Northern Kentucky University. Offeror shall not attempt to discuss with or attempt to negotiate with the University any aspect of the procurement without prior approval of the Office of Procurement Services.

RIGHT OF NON/COMMITMENT OR REJECTION:

This solicitation does not commit the University to award a contract, to pay any costs incurred in the preparation of a proposal, or to procure or contract for the articles of goods or services. The University reserves the right to accept or reject any or all proposals received as a result of this request, or to cancel in part or in its entirety this proposal if it is in the best interest of the University to do so.

COST:

Cost submitted with proposal shall be firm for a period of at least 120 days from the closing date.

7.3. Contractual Requirements**TRANSITION PLANNING:**

Immediately after the notice of award, the Contractor shall designate appropriate employees to begin planning in conjunction with the University's Director of University Housing, the Associate Director of Housing Operations, and other staff to insure fulfillment of all its obligations. The Contractor will be expected to provide professional coordination services upon execution of the Contract, the expenses of which will be borne by the Contractor, except as otherwise outlined in the approved licensing and implementation costs. The Contractor will be expected to attend meetings as required by the University to assist in the preparation for the takeover of the Housing Management Software System.

OTHER CONTRACTS:

The University may undertake or award contracts other than those requested herein for University related work or functions, and the Contractor shall fully cooperate with such other firms and University's employees and carefully fit its work to such additional work. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other firm or by University employees. The University shall equitably enforce this section as it relates to all firms, to prevent the imposition of unreasonable burdens on any one firm.

UNAMORTIZED INVESTMENT:

Upon termination of this contract by the University prior to the end of the contract term for any reason other than cause, the University will reimburse the Contractor for the unamortized balance of its investment in facilities and equipment as of the date of the termination provided these investments and the schedule for their amortization were approved in advance by the University's Chief Financial Officer. Any amounts due to the Contractor under this section shall be paid within sixty (60) days of the contract termination.

ADHERENCE TO UNIVERSITY POLICIES AND PROCEDURES:

By submitting a proposal in response to this RFP, Offerors agree to adhere to all policies and procedures of Northern Kentucky University in performing all duties required by this contract. These policies and procedures can be located on the University's web site.

CUSTOMER REFERENCE AGREEMENT:

The University desires through this contract to achieve excellence in its Housing Operations. To ensure that this level of quality is achieved and maintained throughout the contract period, the Offeror, by submitting a proposal, agrees to list Northern Kentucky University as a customer reference on all future proposals submitted for University and university housing operations software contracts for a similar type of housing operations software which require customer lists or references that are submitted after January 1, 2021. The Director of University Housing will be designated as the official contact for this purpose.

8. BIDDING SCHEDULE

NKU RFP Posted On-Line	January 6, 2020
Deadline for submission of questions	February 7, 2020 by 12:00 PM (Noon) (EST)
Deadline for submission of proposals	March 6, 2020 by 2:00 PM (EST)
University Review and Analysis	March 9, 2020 – March 20, 2020
Selection/Notification of Presentations	March 23, 2020
On-Campus/Electronic Media Presentations	March 30, 2020 – April 10, 2020
Contract Award Date	April 30, 2020 or sooner
Contract Begins	January 1, 2021 (with soft roll out on December 1, 2020)

This Contract between

Northern Kentucky University

And _____
Name of Individual and/or Firm (The Second Party)

The undersigned hereby certifies that neither he/she nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of this contract, has contributed more than the amount specified in KRS 121.056(2), to the campaign of the gubernatorial candidate elected at the election last preceding the date of this contract. The undersigned further swears under the penalty of perjury, that neither he/she or the Company which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth, and that the award of a contract to him/her or the Company which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

CONTRACTOR (SECOND PART)

(Signature)

(Title)

(Name of Company or Corporation)

OFFEROR'S CHECKLIST
AVOID COMMON PROPOSAL MISTAKES

Review this checklist prior to submitting your proposal.
If you fail to follow this checklist, you risk having your proposal rejected.

DO NOT INCLUDE ANY OF YOUR STANDARD CONTRACT FORMS!

UNLESS EXPRESSLY REQUIRED, DO NOT INCLUDE ANY ADDITIONAL BOILERPLATE CONTRACT CLAUSES.

REREAD YOUR ENTIRE PROPOSAL TO MAKE SURE YOUR PROPOSAL DOES NOT TAKE EXCEPTION TO ANY OF THE STATE'S MANDATORY REQUIREMENTS.

MAKE SURE YOU HAVE PROPERLY MARKED ALL PROTECTED, CONFIDENTIAL, OR TRADE SECRET INFORMATION IN ACCORDANCE WITH THE INSTRUCTIONS ENTITLED: SUBMITTING CONFIDENTIAL INFORMATION. DO NOT MARK YOUR ENTIRE PROPOSAL AS CONFIDENTIAL, TRADE SECRET, OR PROTECTED! DO NOT INCLUDE A LEGEND ON THE COVER STATING THAT YOUR ENTIRE RESPONSE IS NOT TO BE RELEASED!

HAVE YOU PROPERLY ACKNOWLEDGED ALL AMENDMENTS? INSTRUCTIONS REGARDING HOW TO ACKNOWLEDGE AN AMENDMENT SHOULD APPEAR IN ALL AMENDMENTS ISSUED.

MAKE SURE YOUR PROPOSAL INCLUDES A COPY OF THE SOLICITATION COVER PAGE. MAKE SURE THE COVER PAGE IS SIGNED BY A PERSON THAT IS AUTHORIZED TO CONTRACTUALLY BIND YOUR BUSINESS.

MAKE SURE YOUR PROPOSAL INCLUDES THE NUMBER OF COPIES REQUESTED.

CHECK TO ENSURE YOUR PROPOSAL INCLUDES EVERYTHING REQUESTED!

IF YOU HAVE CONCERNS ABOUT THE SOLICITATION, DO NOT RAISE THOSE CONCERNS IN YOUR RESPONSE! AFTER OPENING, IT IS TOO LATE! IF THIS SOLICITATION INCLUDES A PRE-PROPOSAL CONFERENCE OR A QUESTION & ANSWER PERIOD, RAISE YOUR QUESTIONS AS A PART OF THAT PROCESS! PLEASE SEE INSTRUCTIONS UNDER THE HEADING "SUBMISSION OF QUESTIONS" AND ANY PROVISIONS REGARDING PRE-PROPOSAL CONFERENCES.

This checklist is included only as a reminder to help offerors avoid common mistakes.
Responsiveness will be evaluated against the solicitation, not against this checklist.
You do not need to return this checklist with your response.

Northern Kentucky University
University Housing at Northern Kentucky University
Housing Management Software System Request for Proposal
Potential Business Partner Fact/Hot Sheet for Bid Process

This “Fact/Hot” sheet is being provided to potential Contractor’s as part of the “Request for Proposal.” It is not intended to replace any of the information contained in the main body of the RFP but to bring attention to relevant facts, items, and programs that the university considers important to the program. If there are questions or you need clarification on any of these points/facts, please contact the NKU Procurement Office.

1. Our current contract with RMS/Mercury is scheduled to end on December 31, 2020.
2. University Housing currently has 2,057 beds, which will drop to 2,006 beds for the 2020-2021 academic year. NKU is in the process of constructing a 297 bed residence hall that will temporarily raise occupancy to 2,303 beds, but will likely be accompanied by the closing of another community, dropping occupancy back down to 2,015 beds. University Housing has seven distinct communities.
3. Fall enrollments for the prior (3) fall academic semesters:

	<u>Fall 2017</u>	<u>Fall 2018</u>	<u>Fall 2019</u>
Undergraduate	12,572	12,158	11,848
Graduate	1,472	2,210	2,786
Law	<u>444</u>	<u>427</u>	<u>402</u>
TOTAL ENROLLMENT	14,488	14,795	15,036

4. University Housing is interested in exploring the possibility of an additional software system for a Residential Curriculum, in partnership with the requested Housing Management Software System.
5. University Housing has 12 full time employees and approximately 100 student employees.