

**REQUEST FOR PROPOSALS**  
**NKU-17-20 ACCESS CONTROLS**



**Access Controls**

**February 7, 2020**

**ATTENTION: This is not an order. Read all instructions, terms and conditions carefully.**

**Proposal NO:** NKU-17-20  
**Issue Date:** February 7, 2020  
**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: 00/00/2020 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 the [NKU Procurement Website](#), apply to this Request for Proposal.
2. Contracts resulting from this RFP must be governed by and in accordance with the laws of the Commonwealth of Kentucky.
3. Any agreement or collusion among Offerors or prospective Offerors, which restrains, tends to restrain, or is reasonably calculated to restrain competition by agreement to bid at a fixed price or to refrain from offering, or otherwise, is prohibited.
4. Any person who violates any provisions of KRS 45A.325 shall be guilty of a felony and shall be punished by a fine of not less than five thousand dollars nor more than ten thousand dollars, or be imprisoned not less than one year nor more than five years, or both such fine and imprisonment. Any firm, corporation, or association who violates any of the provisions of KRS 45A.325 shall, upon conviction, may be fined not less than ten thousand dollars or more than twenty thousand dollars.

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

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

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

**SWORN STATEMENT OF COMPLIANCE WITH FINANCE LAWS**

In accordance with KRS 45A.110 (2), the undersigned hereby swears under penalty of perjury that he/she has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky and that the award of a contract to a bidder will not violate any provision of the campaign finance laws of the Commonwealth of Kentucky.

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

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

**CERTIFICATION OF NON-SEGREGATED FACILITIES**

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

**RECIPROCAL PREFERENCE**

- (1) Prior to a contract being awarded to the lowest responsible and responsive bidder on a contract by a public agency, a resident bidder of the Commonwealth shall be given a preference against a nonresident bidder registered in any state that gives or requires a preference to bidders from that state. The preference shall be equal to the preference given or required by the state of the nonresident bidder.
- (2) A resident bidder is an individual, partnership, association, corporation, or other business entity that, on the date the contract is first advertised or announced as available for bidding:
  - (a) Is authorized to transact business in the Commonwealth; and
  - (b) Has for one (1) year prior to and through the date of the advertisement, filed Kentucky corporate income taxes, made payments to the Kentucky unemployment insurance fund established in KRS 341.490, and maintained a Kentucky workers' compensation policy in effect.
- (3) A nonresident bidder is an individual, partnership, association, corporation, or other business entity that does not meet the requirements of subsection (2) of this section.
- (4) If a procurement determination results in a tie between a resident bidder and a nonresident bidder, preference shall be given to the resident bidder.
- (5) This section shall apply to all contracts funded or controlled in whole or in part by a public agency.
- (6) The Finance and Administration Cabinet shall maintain a list of states that give to or require a preference for their own resident bidders, including details of the preference given to such bidders, to be used by public agencies in determining resident bidder preferences. The cabinet shall also promulgate administrative regulations in accordance with KRS Chapter 13A establishing the procedure by which the preferences required by this section shall be given.
- (7) The preference for resident bidders shall not be given if the preference conflicts with federal law.
- (8) Any public agency soliciting or advertising for bids for contracts shall make KRS 45A.490 to 45A.494 part of the solicitation or advertisement for bids

DEFINITIONS

As used in KRS 45A.490 to 45A.494: (1) "Contract" means any agreement of a public agency, including grants and orders, for the purchase or disposal of supplies, services, construction, or any other item; and  
(2) "Public agency" has the same meaning as in KRS 61.805.

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

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

**READ CAREFULLY - SIGN IN SPACE BELOW - FAILURE TO SIGN INVALIDATES BID or OFFER**

AUTHORIZED SIGNATURE: \_\_\_\_\_

NAME (Please Print Legibly): \_\_\_\_\_

TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

\*\*\*\*\*

State of \_\_\_\_\_)

County of \_\_\_\_\_)

The foregoing statement was sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
\_\_\_\_\_.

\_\_\_\_\_

(Notary Public)

My Commission expires: \_\_\_\_\_

***THIS DOCUMENT MUST BE NOTORIZED***

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## **1.0 DEFINITIONS**

The term "addenda" means written or graphic instructions issued by the Northern Kentucky University prior to the receipt of proposals that modify or interpret the RFP documents by additions, deletions, clarifications and/or corrections.

The term "competitive negotiations" means the method authorized in the Kentucky Revised Statutes, Chapter 45A.085.

The terms "offer" or "proposal" mean the offeror's/offers' response to this RFP.

The term "offeror" means the entity or contractor group submitting the proposal.

The term "contractor" means the entity receiving a contract award.

The term "purchasing agent" means Northern Kentucky University appointed contracting representative.

The term "responsible offeror" means a person, company or corporation that has the capability in all respects to perform fully the contract requirements and the integrity and reliability that will assure good faith performance. In determining whether an offeror is responsible, the University may evaluate various factors including (but not limited to): financial resources; experience; organization; technical qualifications; available resources; record of performance; integrity; judgment; ability to perform successfully under the terms and conditions of the contract; adversarial relationship between the offeror and the University that is so serious and compelling that it may negatively impact the work performed under this RFP; or any other cause determined to be so serious and compelling as to affect the responsibility of the offeror.

The term "solicitation" means RFP.

The term "University" means Northern Kentucky University.

## **2.0 GENERAL OVERVIEW**

### **2.1 Intent and Scope**

Northern Kentucky University is seeking proposals from qualified, experienced and responsible firms to assist the Facilities Department in transitioning our current access control system with RS2 compatible panels, software and readers. NKU would like to keep as much of the existing system (ie wiring and reader devices) in place to reuse for the new RS2 system. NKU is requesting that the installing contractor can also provide one year of service built in to the price for to the entire new system. After one year, if the installing contractor does not want the contract or does not meet satisfactory work, the contract will go out as a proposal or bid for the service, the installing contractor may or may not get the new service agreement. The conversion of the system will need be completed by August 14, 2020.

### **2.2 Background Information**

NKU currently has a full functioning access control system deployed on campus, DSX. The system was installed in the early 2000s and has developed ongoing issues. The goal is to prepare the campus with a newer system, RS2, that can have the highest level of security when it comes to proximity readers.

### **2.3 University Information**

Additional information regarding Northern Kentucky University can be found at <https://inside.nku.edu/>

## **3.0 PROPOSAL REQUIREMENTS**

### **3.1 Key Event Dates**

Release of RFP	02/07/2020
Pre-Proposal Conference (Optional)	3/9/2020 @ 2 PM
Deadline for Written Questions	Noon Eastern Time on 4/1/2020
RFP Proposals Due	2 p.m. Eastern Time on 4/15/2020
Contract Award*	5/1/2020

\*projected dates

### **3.2 Offeror Communication**

To ensure that RFP documentation and subsequent information (modifications, clarifications, addenda, Written Questions and Answers, etc.) are directed to the appropriate persons within the offeror's firm, each offeror who intends to participate in this RFP is to provide the following information to the purchasing officer. Prompt, thorough compliance is in the best interest of the offeror. Failure to comply may result in incomplete or delayed communication of addenda or other

vital information. Contact information is the responsibility of the offeror. Without the prompt information, any communication shortfall shall reside with the offeror.

- Name of primary contact
- Mailing address of primary contact
- Telephone number of primary contact
- Fax number of primary contact
- E-mail address of primary contact
- Additional contact persons with same information provided as primary contact

This information shall be transmitted via fax or e-mail to:

Ryan Straus  
Coordinator, Contracts & Bidding  
Northern Kentucky University  
617 Lucas Administrative Center  
Highland Heights, KY 41099  
Phone: 859-572-6605  
Fax: 859-572-6995  
E-mail: [strausr2@nku.edu](mailto:strausr2@nku.edu)

All communication with the University regarding this RFP shall only be directed to the purchasing agent listed above.

### **3.3 Pre-Proposal Conference**

Pre- Proposal Conference Meeting will be held in 617 Lucas Administrative Center Highland Heights, KY 41099 on 3/9/2020 at 2pm

Please park in the University Drive Parking Garage just east of Lucas Administrative Center.

This MANDATORY tour and inspection will allow potential Proposers to thoroughly familiarize themselves with all existing conditions likely to be encountered. Later claims for additional compensation for existing conditions that could have been foreseen had such a site examination been made will NOT be honored.

This will be the only date University personnel will be available to allow access to equipment rooms.

### **3.4 Offeror Presentations**

All offerors whose proposals are judged acceptable for award may be asked to make a presentation to the evaluation committee.

### **3.5 Preparation of Offers**

The offeror is expected to follow all specifications, terms, conditions and instructions in this RFP.



The offeror will furnish all information required by this solicitation.

Proposals should be prepared simply and economically, providing a description of the offeror's capabilities to satisfy the requirements of the solicitation. Emphasis should be on completeness and clarity of content. All documentation submitted with the proposal should be bound in the single volume except as otherwise specified.

An electronic version of the RFP, in .PDF format only, is available through Northern Kentucky University's Plan Room at <https://www.nkuplanroom.com/purchasing/View/Login>.

### **3.6 Proposal Submission and Deadline**

Submit one (1) copy on an electronic storage device (CD or USB) and one (1) printed original copy of your submission clearly marked with the proposal number and name and firm name single package and addressed to:

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

**Note: Proposals received after the closing date and time will not be considered. In addition, proposals received via fax or e-mail are not acceptable.**

**Northern Kentucky University accepts deliveries of RFPs Monday through Friday from 8 a.m. to 4:30 p.m. Eastern Standard time. However, RFPs must be received by 2 p.m. Eastern Standard time on the date specified on the RFP in order to be considered.**

Proposals shall be enclosed in sealed envelopes to the above referenced address and shall show on the face of the envelope: the closing time and date specified, the solicitation number and the name and address of the offeror.

Note: In accordance with the Kentucky Revised Statute 45A.085, there will be no public opening.

### **3.7 Modification or Withdrawal of Offer**

An offer and/or modification of offer received at the office designated in the solicitation after the exact hour and date specified for receipt will not be considered.

An offer may be modified or withdrawn by written notice before the exact hour and date specified for receipt of offers. An offer also may be withdrawn in person by an offeror or an authorized representative, provided the identity of the person is made known and the person signs a receipt for the offer, but only if the withdrawal is made prior to the exact hour and date set for receipt of offers.

### **3.8 Acceptance or Rejection and Award of Proposal**

The University reserves the right to accept or reject any or all proposals (or parts of proposals), to waive any informalities or technicalities, to clarify any ambiguities in proposals and (unless otherwise specified) to accept any item in the proposal. In case of error in extension or prices or other errors in calculation, the unit price shall govern. Further, the University reserves the right to make a single award, split awards, multiple awards or no award, whichever is in the best interest of the University.

### **3.9 Rejection**

Grounds for the rejection of proposals include (but shall not be limited to):

- Failure of a proposal to conform to the essential requirements of the RFP.
- Imposition of conditions that would significantly modify the terms and conditions of the solicitation or limit the offeror's liability to the University on the contract awarded on the basis of such solicitation.
- Failure of the offeror to sign the University RFP. This includes the Authentication of Proposal and Statement of Non-Collusion and Non-Conflict of Interest statements.
- Receipt of proposal after the closing date and time specified in the RFP.

### **3.10 Addenda**

Any addenda or instructions issued by the purchasing agent prior to the time for receiving proposals shall become a part of this RFP. Such addenda shall be acknowledged in the proposal. No instructions or changes shall be binding unless documented by a proper and duly issued addendum.

### **3.11 Disclosure of Offeror's Response**

The RFP specifies the format, required information and general content of proposals submitted in response to this RFP. The purchasing agent will not disclose any portions of the proposals prior to contract award to anyone outside the Office of Procurement Services, the University's administrative staff, representatives of the state or federal government (if required) and the members of the committee evaluating the proposals. After a contract is awarded in whole or in part, the University shall have the right to duplicate, use or disclose all proposal data submitted by offerors in response to this RFP as a matter of public record.

Any submitted proposal shall remain valid for 90 days after the proposal due date.

### **3.12 Restrictions on Communications with University Staff**

From the issue date of this RFP until a contractor is selected and a contract award is made, offerors are not allowed to communicate about the subject of the RFP with any University administrator, faculty, staff or members of the board of regents except: the purchasing agent representative, any University purchasing official representing the University administration, others authorized in writing

by the Office of Procurement Services and University representatives during offeror presentations. If violation of this provision occurs, the University reserves the right to reject the offeror's proposal.

### **3.13 Cost of Preparing Proposal**

Costs for developing the proposals and any subsequent activities prior to contract award are solely the responsibility of the offerors. The University will provide no reimbursement for such costs.

### **3.14 Disposition of Proposals**

All proposals become the property of the University. The successful proposal will be incorporated into the resulting contract by reference.

### **3.15 Alternate Proposals**

Not Applicable

### **3.16 Questions**

All questions should be submitted by either fax or e-mail to the purchasing agent listed in Section 3.2 no later than the date listed in Section 3.1.

### **3.17 Section Titles in the RFP**

Section titles used herein are for the purpose of facilitating ease of reference only and shall not be construed to infer the construction of contractual language.

### **3.18 No Contingent Fees**

No person or selling agency shall be employed or retained or given anything of monetary value to solicit or secure this contract, except bona fide employees of the offeror or bona fide established commercial or selling agencies maintained by the offeror for the purpose of securing business. For breach or violation of this provision, the University shall have the right to reject the proposal, annul the contract without liability, or, at its discretion, deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee or other benefit.

### **3.19 Proposal Addenda and Rules for Withdrawal**

Prior to the date specified for receipt of offers, a submitted proposal may be withdrawn by submitting a written request for its withdrawal to the University purchasing office, signed by the offeror. Unless requested by the University, the University will not accept revisions or alterations to proposals after the proposal due date.

## **4.0 PROPOSAL FORMAT AND CONTENT**

### **4.1 Proposal Information and Criteria**

The following list specifies the items to be addressed in the proposal. Offerors should read it carefully and address it completely and in the order listed to facilitate the University's review of the proposal.

Proposals shall be organized into the sections identified below. The content of each section is detailed in the following pages. It is strongly suggested that offerors use the same numbers for the following content that are used in the RFP.

- Table of Contents
- Signed Authentication of Proposal and Statement of Non-Collusion and Non-Conflict of Interest Form
- Executive Summary and Proposal Overview
- Proposal
- Addenda Acknowledgement (if applicable)

### **4.2 Signed Authentication of Proposal and Statements of Non-Collusion and Non-Conflict of Interest Form**

The Offeror will sign and return the proposal cover sheet and print or type their name, firm, address, telephone number and date. The person signing the offer must initial erasures or other changes. An offer signed by an agent is to be accompanied by evidence of their authority unless such evidence has been previously furnished to the purchasing agency. The signer shall further certify that the proposal is made without collusion with any other person, persons, company or parties submitting a proposal; that it is in all respects fair and in good faith without collusion or fraud; and that the signer is authorized to bind the principal offeror.

Non-Collusion and Non-Conflict of Interest form is attached to this RFP.

### **4.3 Executive Summary and Proposal Overview**

The Executive Summary and Proposal Overview shall condense and highlight the contents of the technical proposal in such a way as to provide the evaluation committee with a broad understanding of the entire proposal.

### **4.4 Project Scope**

Successful Contractor shall provide complete and preventive maintenance service, including all labor, tools, equipment, services, and replacement parts and equipment for the ongoing operation of the existing system as well as all new RS2 headend, panels, software and integration.

The University currently has a DSX system controlling access in the all-academic and residential housing buildings as well as miscellaneous buildings around campus, the total number of buildings with DSX readers installed is 32. The buildings with DSX installed are: Natural Science Center, Lucas Administrator Center, Steely Library, Math Education and Psychology Center, Business Academic Center, Student Union, Founders Hall, Griffin Hall, Ceramics, Landrum Hall, Fine Arts Building, University Center, Health Center, Nunn Hall, Regents Hall, Campbell Hall, Landrum Annex, Recreation Center, Health Innovation Center, Norse Commons, University Suites, Commonwealth Hall, Kentucky Hall, Cumberland Hall, Callahan Hall, Northern Terrace, University Police Department, BB&T Arena, Parking Services, Maintenance Building, Power Plant.

Briefly, this existing system consists of DSX control and monitoring doors in the above mentioned areas, with programming being provided by Facilities Management personnel and Housing Management personnel, backup and database maintenance by Information Technology, and monitoring and programming by the University Police Department. The current system is to be replaced by a RS2 system retaining all current functionality.

The system uses our existing identification cards, which will be provided by the University. The University ID cards have a magnetic stripe using standard ABA track 2 encoding with sixteen digit ISO and a four digit extension.

The installed DSX control system interfaces with the database for the main campus.

Data coming from the campus containing new students/faculty and staff information must be automatically sent to the RS2 database daily, Data showing faculty staff and students leaving the University will need to be sent to the RS2 database to deactivate access to their AllCard

Primary terminals will be located in the Work Control office, Housing Management and the University Police Department, and all must have persistent availability for monitoring and programming. Programming should also be possible at any terminal on the LAN (with proper administrative access, and on which RS2 software is loaded).

- Sell NKU RS2 software and install RS2 software on computers throughout campus
- Sell NKU RS2 panels and install RS2 panels where existing DSX panels are located
- Sell NKU RS2 headend and install RS2 headend
- connect active directory imports/ deletion to the RS2
- provide one year service contract for all parts installed

Service contractor must honor RS2 software and hardware 1 year warranty  
Service contractor must be able to service existing software.

After the 1 year warranty is over all wiring, readers, electrified locks, handicap operators and panels must be serviceable under a service contract

Any electrical element associated with the door will fall under the responsibility of the Service Contractor to make functional and integrate within the RS2 system

## **Timeline**

The work should begin on the week of 5/18/2020 and should be completed no later than 8/14/2020 with the system fully operational

**Summary of Work:** Provide complete preventative maintenance and next day services for the repair and/or replacement of all components, including batteries, to properly maintain the University's old access control system (DSX) as well as the new system, RS2 Access Control System located on the Highland Heights campus of Northern Kentucky University.

## **2. Contractor Qualifications:**

Must be RS2 certified to perform maintenance and sell RS2 equipment.

### **A Manufacturer's Letter of Support ("Comfort Letter") will be required.**

Each bidder must certify that it will be able to supply all parts, circuit boards, software upgrades, etc. for the entire system for 7 years. If the bidder is not the manufacturer, the bidder must submit documentation to guarantee that the bidding contractor will have access to all parts, components, sub-assemblies, finished systems, technical documentation, software, and manufacturing field support for a period of 7 years to cover the potential term of the contract.

Proven knowledge of RS2 equipment

Provided references must be able to confirm that capability exists to service and maintain equipment associated with all above mentioned systems.

Provide information on the number of certified technicians and proof of RS2 certified training.

## **3. Preventative maintenance:** Provide preventative maintenance one time per year on all RS2 equipment.

Maintenance does not include extraordinary maintenance or repair for damages or malfunctions caused by:

- Abuse, misuse or negligence
- Unauthorized modification of hardware or its software
- Failure to follow operating instructions
- Alterations made to the equipment or facilities, at the direction of the University

The PM should include but not be limited to the following:

- Test and verify that all devices are communicating properly.
- Check battery condition and replace as required
- Panels are clean and terminations are secure
- Software is maintained at the most current revision level

Routine maintenance and inspections should be performed during regular working hours Monday through Friday except when conditions warrant otherwise. There shall be no premium for work

performed on other than regular working hours and the work shall be scheduled with the NKU representative.

**4. Emergency service:** Provide next business day emergency service necessary to maintain all items covered by the contract in an operational condition for academic buildings. University Housing and Dorms emergency service calls should be completed same day. The Contractor shall repair or replace worn/failed parts necessary at no additional charge to the University.

*The University recognizes that there is no guarantee of security made in connection with the maintenance services provided as the result of any contract formed in response to this RFP, and no guarantee that the University's network, data, communications, or property will be secure be reason of the maintenance services provided.*

**5. Additional service:** Provide unlimited technical telephone support to help identify and resolve operational problems, including software support. Installation and service of card readers in elevators is as follows; the elevator repair contractor will handle any work inside the elevator shaft, all wiring and programming outside of the elevator shaft is to be handled by this service contractor. Contractor must supply the elevator service company with swipe/prox reader.

**6. Software maintenance:** The Contractor will maintain manufacturer's software revisions and patches to maintain or improve performance within the functional capabilities of the system installed at NKU. The Contractor must coordinate with NKU IT on database maintenance.

**7. Spare parts maintenance:** Must include all parts necessary to support the list of maintained items. The contractor must provide a small inventory of essential parts, housed in our lockshop for emergency repairs, at no cost to the University.

**8. System expansion:** The University is always considering the expansion of the access control system to include new buildings and doors within buildings. Please provide unit pricing to allow for adjustments in the annual maintenance costs as the University adds these controlled doors. Doors added during the fiscal year will be grandfathered on the existing year's contract until the following fiscal year.

**10. Equipment:** Items to be maintained include, but are not necessarily limited to the following:

- All Electrified locking systems
- All Associated Cabling
- All Electrified Panic Devices
- All contacts or sensors within the door
- All wall panels and door controllers
- 2 Door Access Expander Modules
- Indoor/Outdoor Magnetic Card Swipe Reader
- Indoor/Outdoor Dual Credential Mag/Pro Reader
- Paralleled proximity readers
- Door Ajar Sensor
- Interior Strike
- Exterior Strike
- Network Interface modules
- 2 Door Access Main Control

Magnetic locks  
 ADA Compliant Controls  
 Door Controllers  
 24 V Power Supply  
 Power Transfer Hinge  
 Shielded Loops  
 Interface to Residential Management Software  
 Batteries and backup systems  
 Floorplan Mapping  
 All software patches and upgrades.

## 11. Overview of Panels and Readers

<b>BUILDING</b>	<b>Readers</b>	<b>Electrified Only</b>	<b>Spare</b>	<b>Panel Count (8 reader per panel)</b>
Science Center	52	3	1	7
Norse Commons	7	2	1	2
Lucas Admin	20	0	0	3
University Suites	120	0	0	15
Steely Library	10	2	2	2
Commonwealth	7	2	3	2
Kentucky Hall	6	0	0	1
Cumberland	1	2	1	1
MEP	12	0	1	2
Public Safety	2	0	0	1
BAC	6	0	0	1
Callahan Hall	17	0	1	3
Student Union	25	2	1	4
BB&T	1	2	1	1
Parking Services	2	2	0	1
FH/HE	78	2	0	10
Griffin Hall	101	0	1	13
Maintenance Bld	14	2	0	2
Ceramics	4	0	0	1
Landrum Hall	9	2	1	2
Fine Arts	17	4	1	3
University Center	26	0	1	4
Power Plant	1	0	1	1
Albright Health Center	11	4	1	2
Nunn Hall	5	3	3	2
Regents Hall	3	3	1	1



Campbell Hall	2	4	0	1
Northern Terrace	3	0	1	1
Landrum Annex	7	0	0	1
Soccer Stadium	1	0	1	1
Rec Center	9	0	0	2
<b>TOTAL=</b>	<b>579</b>	<b>41</b>	<b>23</b>	<b>93</b>

There are current 20 computer terminals that access control software must be install on.

Design support or any other services necessary to properly operate and optimize the system and to resolve issues and problems. In the event RS2 provides a major software upgrade the contractor is to inform the University in a timely manner. NKU may purchase the upgrade, if necessary and the Contractor will install the software and provide any reconfiguration at its normal technician rate.

All equipment, material and installation shall conform to the most current editions of the following codes being enforced by the authority having jurisdiction:

- NEC
- OSHA
- Kentucky Fire Code
- Commonwealth of Kentucky Building code
- NKU Infrastructure cabling standards

## **EQUIPMENT SCHEDULE**

### Wiring Standards

All back boxes shall be 4x4 with appropriate covers wiring capacity greater than 30.3 cubic inches

All wiring above ceilings must be plenum rated, unless in conduit.

All wiring within wall must be in ¾" min. conduit whenever possible

All vertical runs shall be in conduit.

Integration with fire alarm system coordinated with Integrated Protection Services.

-IPS to provide field relay modules and programming to facilitate the unlocking of corridor doors in the event of a fire alarm.

Identify Subcontractor, if used that will core drill doors and modify locksets/panic bars.

Contractor to provide necessary wiring between fire panel relays and the access control power supplies to assure proper door function in the event of a fire alarm.

Contractor will furnish and install boxes and wiring for the emergency power disconnects required for ADA doors

Contractor will provide maintenance services consisting of batteries, parts, labor, travel and other expenses to maintain a completely operational system

Data coming from the campus containing new students/faculty and staff information must be automatically sent the RS2 database daily

Describe service dispatch and management support Hours of operation, escalation and links to manufacturer and local representative for parts and technical support

Complete contact information will need to be provided by the successful contractor for maintenance, dispatch, support management and escalation including name, title, location, phone number, e-mail and cell phone number.

Use of existing cable trays and conduits is generally permitted, but approval must be obtained on a case-by-case basis.

Fire rated penetrations must be completely firestopped and this protection maintained during the life of the contract.

Card Readers shall be in metal case per UL Standard 294

Electric strikes we currently use: HES 9600, HES 1007, HES 1006, HES 5000, HES 7000, VonDuprin 6113, VonDuprin 6211, Von Duprin 6210 24VDC

Card swipes/ prox are Mercury MR-10, Schlage AD Series locks, MTMS15

Any replacements made to devices under this contract, must be exact manufacturer replacement or approved by an appropriate NKU personnel

NKU provides dedicated 120V 20 A electric service and network connectivity in every wiring closet for Access Control use.

Door Position (Door Ajar) is required on all doors

No allowances for damage to existing facilities.

### **TERM OF CONTRACT**

The contract awarded based on this RFP will be for one (1) year (for install and service), with two (2) three year renewal options resulting in potentially, a seven year agreement. Each three year contract/renewal will be subject to annual adjustment. Annual adjustments will be based on changes in terms, conditions and requirements but are not to exceed a 3% maximum annually. The University may exercise renewal options at its discretion based on satisfactory performance by the Contractor.

## **5.0 EVALUATION CRITERIA PROCESS**

Criteria	Score
Demonstrated ability to provide the necessary knowledge, skills, qualifications and required services, including qualifications of assigned personnel. 30 points available (minimum 25)	
Approach and methodology. The proposal clearly defines what will be accomplished through measurable goals and objectives. The Contractor proposes a well-defined and clearly stated work plan (schedule of activities and scope of services offered) that is capable of achieving the goals and objectives of the University. 25 points available (minimum 20)	
Itemized proposal budget (price) including guaranteed maintenance prices and labor pricing for non-scheduled work, 30 points available. (minimum 25)	
Responsiveness, financial stability, geographic locations of technicians and warehouses, guaranteed response times and references 20 points available. (minimum 15)	

### **PROPOSAL SCORING AND AWARD OF CONTRACT**

Each proposal will be evaluated and scored on its individual merits. The University will negotiate a contract with the firm offering the greatest benefit to the University, as determined by committee scoring of each offer. The University reserves the right to make an award based solely on the proposals or to negotiate further with one or more Contractors.

If award cannot be made on the initial offers, oral presentations/interviews will be arranged to assist the committee in making the final selection. Only the top ranked firms will be invited to make a presentation. Firms susceptible of award may also be required to provide a best and final offer. After all presentations the committee will perform another round of scoring to select the successful Contractor. It is the intent of the University to perform an immediate evaluation and award.

*NOTE: This is not a bid. Review the RFP conditions and evaluation criteria carefully and design your maintenance plan accordingly. Price will not be the primary consideration in award of contract.*

The Proposal receiving the highest point total will be deemed the best value to the University and the University will enter into negotiations with that Proposer, to award the contract. However, the University reserves the right to enter into negotiations with more than one Proposer.

### **PROTECTION OF WORK & PROPERTY**

Contractor shall continuously maintain adequate protection of all work areas from damage and shall protect the owner's property from injury or loss arising in connection with this contract. Contractor shall provide and properly maintain protection as required by governing

laws, rules, regulations and ordinances, together with such additional protection as may be required for the safety of workmen and the public. Contractor shall repair and/or replace damaged sections of existing utilities and structures caused by work performed under this contract.

#### **JOB MATERIAL INVENTORY**

Job material inventory must be maintained locally to support the required response times for service.

#### **OPTION TO ADD OR DELETE DOORS**

The University maintains the option to add new access control points to the contract at rates mutually agreed upon after warranty services have been fulfilled by the installer. The University also reserves the right to remove units from service. By written notice the contract will be amended with terms and conditions to apply from the effective dates.

#### **CONTRACTOR PAYMENTS**

**Contractor shall submit monthly invoices on his own form to the University for work performed. All invoices and reports shall be submitted to:**

Chris Charnegie  
Data and Access Manager, Operations and Maintenance  
Room 106A Maintenance Building  
70 Campbell Drive  
Northern Kentucky University  
Highland Heights, KY 41076

#### **PERMITS**

The Contractor shall obtain all permits necessary for any or all parts of the work from the authorities governing such work, but no fee shall be applicable on projects for the Commonwealth. Evidence that such permits have been issued shall be furnished to the University before beginning work.

#### **MAJOR REPAIRS, UPGRADES and RENOVATIONS**

The University reserves the right to negotiate with the maintenance Contractor or obtain bids on the open market for major upgrades and renovations not covered by this contract.

#### **AVAILABILITY OF FUNDS**

Any and all payments to the Contractor are dependent upon and subject to the availability of funds to the University for the purpose set forth in this agreement.

#### **CURRENT CHECKIN/OUT PROCEDURES**

Contractor's personnel check in and out when performing all inspections and maintenance. When arriving, technician signs in on a log sheet in the Power Plant, picks up the required keys and notifies the Power Plant of his/her plans. Upon completion of work, the Power Plant is notified of what in fact was accomplished and the status of the equipment worked on, returns the keys and signs out.

#### **PARTNERSHIP MEETINGS**

An annual planning meeting will be held in late Fall to review and assess major contract and non-contract repair issues, provide updates on new construction, and discuss current changes

and trends occurring in the industry, both locally and nationally. This meeting may be combined with one of the quarterly meetings if convenient for both parties.

**HOURS OF WORK**

The University's normal hours of operation are M-F, 8:00 am to 4:30 pm. The Power Plant is open 24/7/365 for emergency work.

## **6.0 SPECIAL CONDITIONS**

### **6.1 Contract Term**

The contract resulting from this RFP shall be effective through December 31, 2018, and is renewable for up to 3 additional one-year renewal periods with the written agreement of both parties.

### **6.2 Effective Date**

The effective date of the contract shall be the date upon which the parties execute it and all appropriate approvals, including that of the Commonwealth of Kentucky Government Contracts Review Committee, have been received.

### **6.3 Competitive Negotiation**

It is the intent of the RFP to enter into competitive negotiation as authorized by KRS 45A.085.

The University will review all proposals properly submitted. However, the University reserves the right to request necessary modifications, reject all proposals, reject any proposal that does not meet mandatory requirement(s) or cancel this RFP, according to the best interests of the University.

Offeror(s) selected to participate in negotiations may be given an opportunity to submit a Best and Final Offer to the purchasing agent. All information-received prior to the cut-off time will be considered part of the offeror's Best and Final Offer.

The University also reserves the right to waive minor technicalities or irregularities in proposals providing such action is in the best interest of the University. Such waiver shall in no way modify the RFP requirements or excuse the offeror from full compliance with the RFP specifications and other contract requirements if the offeror is awarded the contract.

### **6.4 Appearance Before Committee**

Any, all or no offerors may be requested to appear before the evaluation committee to explain their proposal and/or to respond to questions from the committee concerning the proposal. Offerors are prohibited from electronically recording these meetings. The committee reserves the right to request additional information.

### **6.5 Additions, Deletions or Contract Changes**

The University reserves the right to add, delete, or change related items or services to the contract established from this RFP. No modification or change of any provision in the resulting contract shall be made unless such modification is mutually agreed to in writing by the contractor and the Purchasing agent and incorporated as a written modification to the contract. Memoranda of understanding and correspondence shall not be interpreted as a modification to the contract.

**6.6 Contractor Cooperation in Related Efforts**

The University reserves the right to undertake or award other contracts for additional or related work to other entities. The contractor shall fully cooperate with such other contractors and University employees and carefully fit its work to such additional work. The contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or by University employees. This clause shall be included in the contracts of all contractors with whom this contractor will be required to cooperate. The University shall equitably enforce this clause to all contractors to prevent the imposition of unreasonable burdens on any contractor.

**6.7 Entire Agreement**

The RFP shall be incorporated into any resulting contract. The resulting contract, including the RFP and those portions of the offeror's response accepted by the University, shall be the entire agreement between the parties.

**6.8 Governing Law**

The contractor shall conform to and observe all laws, ordinances, rules and regulations of the United States of America, Commonwealth of Kentucky and all other local governments, public authorities, boards or offices relating to the property or the improvements upon same (or the use thereof) and will not permit the same to be used for any illegal or immoral purposes, business or occupation. The resulting contract shall be governed by Kentucky law and any claim relating to this contract shall only be brought in the Franklin Circuit Court in accordance with KRS 45A.245.

**6.9 Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act**

To the extent Company receives Personal Information as defined by and in accordance with Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, 61.932 and 61.933 (the "Act"), Company shall secure and protect the Personal Information by, without limitation: (i) complying with all requirements applicable to non-affiliated third parties set forth in the Act; (ii) utilizing security and breach investigation procedures that are appropriate to the nature of the Personal Information disclosed, at least as stringent as University's and reasonably designed to protect the Personal Information from unauthorized access, use, modification, disclosure, manipulation, or destruction; (iii) notifying University of a security breach relating to Personal Information in the possession of Company or its agents or subcontractors within seventy-two (72) hours of discovery of an actual or suspected breach unless the exception set forth in KRS 61.932(2)(b)2 applies and Company abides by the requirements set forth in that exception; (iv) cooperating with University in complying with the response, mitigation, correction, investigation, and notification requirements of the Act, (v) paying all costs of notification, investigation and mitigation in the event of a security breach of Personal Information suffered by Company; and (vi) at University's discretion and direction, handling all administrative functions associated with notification, investigation and mitigation.

## **6.10 Termination for Convenience**

Northern Kentucky University, Office of Procurement Services, reserves the right to terminate the resulting contract without cause with a thirty (30) day written notice. Upon receipt by the contractor of a “notice of termination,” the contractor shall discontinue all services with respect to the applicable contract. The cost of any agreed upon services provided by the contractor will be calculated at the agreed upon rate prior to a “notice of termination” and a fixed fee contract will be pro-rated (as appropriate).

## **6.11 Termination for Non-Performance**

### Default

The University may terminate the resulting contract for non-performance, as determined by the University, for such causes as:

- Failing to provide satisfactory quality of service, including, failure to maintain adequate personnel, whether arising from labor disputes, or otherwise any substantial change in ownership or proprietorship of the Contractor, which in the opinion of the University is not in its best interest, or failure to comply with the terms of this contract;
- Failing to keep or perform, within the time period set forth herein, or violation of, any of the covenants, conditions, provisions or agreements herein contained;
- Adjudicating as a voluntarily bankrupt, making a transfer in fraud of its creditors, filing a petition under any section from time to time, or under any similar law or statute of the United States or any state thereof, or if an order for relief shall be entered against the Contractor in any proceeding filed by or against contractor thereunder. In the event of any such involuntary bankruptcy proceeding being instituted against the Contractor, the fact of such an involuntary petition being filed shall not be considered an event of default until sixty (60) days after filing of said petition in order that Contractor might during that sixty (60) day period have the opportunity to seek dismissal of the involuntary petition or otherwise cure said potential default; or
- Making a general assignment for the benefit of its creditors, or taking the benefit of any insolvency act, or if a permanent receiver or trustee in bankruptcy shall be appointed for the Contractor.

### Demand for Assurances

In the event the University has reason to believe Contractor will be unable to perform under the Contract, it may make a demand for reasonable assurances that Contractor will be able to timely perform all obligations under the Contract. If Contractor is unable to provide such adequate assurances, then such failure shall be an event of default and grounds for termination of the Contract.



### Notification

The University will provide ten (10) calendar days written notice of default. Unless arrangements are made to correct the non-performance issues to the University's satisfaction within ten (10) calendar days, the University may terminate the contract by giving forty-five (45) days notice, by registered or certified mail, of its intent to cancel this contract.

### **6.12 Funding Out**

The University may terminate this contract if funds are not appropriated or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the contract. The University shall provide the contractor thirty (30) calendar days' written notice of termination under this provision.

### **6.13 Prime Contractor Responsibility**

Any contracts that may result from the RFP shall specify that the contractor(s) is/are solely responsible for fulfillment of the contract with the University.

### **6.14 Assignment and Subcontracting**

The Contractor(s) may not assign or delegate its rights and obligations under any contract in whole or in part without the prior written consent of the University. Any attempted assignment or subcontracting shall be void.

### **6.15 Permits, Licenses, Taxes**

The contractor shall procure all necessary permits and licenses and abide by all applicable laws, regulations and ordinances of all federal, state and local governments in which work under this contract is performed.

The contractor must furnish certification of authority to conduct business in the Commonwealth of Kentucky as a condition of contract award. Such registration is obtained from the Secretary of State, who will also provide the certification thereof. However, the contractor need not be registered as a prerequisite for responding to the RFP.

The contractor shall pay any sales, use, personal property and other tax arising out of this contract and the transaction contemplated hereby. Any other taxes levied upon this contract, the transaction or the equipment or services delivered pursuant hereto shall be the responsibility of the contractor.

The contractor will be required to accept liability for payment of all payroll taxes or deductions required by local and federal law including (but not limited to) old age pension, social security or annuities.

### **6.16 Attorneys' Fees**

In the event that either party deems it necessary to take legal action to enforce any provision of the contract and in the event that the University prevails, the contractor agrees to pay all expenses of such action including attorneys' fees and costs at all stages of litigation.

**6.17 Royalties, Patents, Copyrights and Trademarks**

The Contractor shall pay all applicable royalties and license fees. If a particular process, products or device is specified in the contract documents and it is known to be subject to patent rights or copyrights, the existence of such rights shall be disclosed in the contract documents and the Contractor is responsible for payment of all associated royalties. To the fullest extent permitted by law the Contractor shall indemnify, hold the University harmless, and defend all suits, claims, losses, damages or liability resulting from any infringement of patent, copyright, and trademark rights resulting from the incorporation in the Work or device specified in the Contract Documents.

Unless provided otherwise in the contract, the Contractor shall not use the University's name nor any of its trademarks or copyrights, although it may state that it has a Contract with the University.

**6.18 Indemnification**

The contractor shall indemnify, hold and save harmless the University, its affiliates and subsidiaries and their officers, agents and employees from losses, claims, suits, actions, expenses, damages, costs (including court costs and attorneys' fees of the University's attorneys), all liability of any nature or kind arising out of or relating to the Contractor's response to this RFP or its performance or failure to perform under the contract awarded from this RFP. This clause shall survive termination for as long as necessary to protect the University.

**6.19 Insurance and Bonding**

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

**Northern Kentucky University  
617 Lucas Administrative Center  
1 Nunn Drive  
Highland Heights, KY 41099**

The Contractor shall furnish the University the Certificates of Insurance and guarantee the maintenance of such coverage during the term of the contract. The Contractor shall provide an original policy endorsement of its CGL insurance naming Northern Kentucky University and the directors, officers, trustees, and employees of the University as additional insured on a primary and non-contributory basis as their interest appears. Additionally, the Contractor shall provide an original policy endorsement for Waiver of subrogation in favor of the Northern Kentucky University its directors, officers, trustees, and employees as additional insured.

**Our basic insurance requirements are:**

Workers' Compensation insurance with Kentucky's statutory limits and Employers' Liability insurance with at least \$100,000 limits of liability.

Comprehensive General Liability (CGL) Insurance the limits of liability shall not be less than \$500,000 each occurrence for bodily injury and \$250,000 property damage.

Comprehensive Automobile Liability Insurance: To cover all owned, hired, leased or non-owned vehicles used on the Project. Coverage shall be for all vehicles including off the road tractors, cranes and rigging equipment and include pollution liability from vehicle upset or overturn. Policy limits shall not be less than \$500,000 for bodily injury and \$100,000 for property damage.

Excess liability insurance in an umbrella form for excess coverages shall have a minimum of \$1,000,000 combined single limits for bodily injury and property damage for each.

***If accessing NKU Student, Employee, or other personal records, vendor needs Security and Privacy Liability Insurance with limits no less than \$1,000,000.***

***If accessing NKU Student, Employee, or other personal records, vendor needs Evidence Breach Response Services coverage with limits no less than \$5,000,000.***

#### **6.20 Method of Award**

It is the intent of the University to award a contract to the qualified offeror 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.

Notwithstanding the above, this RFP does not commit the University to award a contract from this solicitation. The University reserves the right to reject any or all offers and to waive formalities and minor irregularities in the proposal received.

#### **6.21 Reciprocal Preference**

In accordance with KRS 45A.494, a resident offeror of the Commonwealth of Kentucky shall be given a preference against a nonresident offeror. In evaluating proposals, the University will apply a reciprocal preference against an offeror submitting a proposal from a state that grants residency preference equal to the preference given by the state of the nonresident offeror. Residency and non-residency shall be defined in accordance with KRS 45A.494(2) and 45A.494(3), respectively. Any offeror claiming Kentucky residency status shall submit with its proposal a notarized affidavit affirming that it meets the criteria as set forth in the above reference statute.

An affidavit is provided and attached, for your convenience to this RFP.

#### **6.22 Reports and Auditing**

The University, or its duly authorized representatives, shall have access to any books, documents, papers, records or other evidence which are directly pertinent to this contract for the purpose of financial audit or program review.

#### **6.23 Confidentiality**

The University recognizes an offeror's possible interest in preserving selected information and data included in the proposal; however, the University must treat such information and data as required by the Kentucky Open Records Act, KRS 61.870, et seq.

If the offeror declares information provided in their response to be proprietary in nature and not available for public disclosure, the offeror shall declare in their response the inclusion of proprietary information and shall noticeably label as confidential or proprietary each sheet containing such information. Proposals containing information declared by the offeror to be proprietary or confidential, either wholly or in part, not excluded by the Kentucky Open Records Act, KRS 61.870 may be deemed non-responsive and may be rejected.

The University's General Counsel shall review each offeror's information claimed to be confidential and, in consultation with the offeror (if needed), make a final determination as to whether or not the confidential or proprietary nature of the information or data complies with the Kentucky Open Records Act.

#### **6.24 Conflict of Interest**

When submitting and signing a proposal, an offeror is certifying that no actual, apparent or potential conflict of interest exists between the interests of the University and the interests of the offeror. A conflict of interest (whether contractual, financial, organizational or otherwise) exists when any individual, contractor or subcontractor has a direct or indirect interest because of a financial or pecuniary interest, gift or other activities or relationships with other persons (including business, familial or household relationships) and is thus unable to render or is impeded from rendering impartial assistance or advice, has impaired objectivity in performing the proposed work or has an unfair competitive advantage.

Questions concerning this section or interpretation of this section should be directed to the University purchasing agent identified in this RFP.

#### **6.25 Extending Contract**

The offeror's response to this RFP must state whether or not the offeror will permit the use of this contract by other Universities, state agencies, public and private institutions in the Commonwealth of Kentucky. An answer to this issue must be submitted within the response.

#### **6.26 Personal Service Contract Policies**

If applicable; 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: [www.lrc.ky.gov/statcomm/contracts/PSC%20INVOICE%20form.pdf](http://www.lrc.ky.gov/statcomm/contracts/PSC%20INVOICE%20form.pdf)