

REQUEST FOR PROPOSALS  
NKU-23-20



HOUSING BEDROOM FURNITURE

MARCH 4, 2020

*All documents associated with this RFP are available at: [nkuplanroom.com](http://nkuplanroom.com)*

**Proposal NO:** NKU-23-20  
**Issue Date:** March 4, 2020  
**Title:** Housing Furniture  
**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: 5/1/2020 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 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>TYPED OR PRINTED NAME:</b>	<b>WEB ADDRESS:</b>
<b>FEDERAL EMPLOYER ID NO.:</b>	<b>SIGNATURE:</b>	<b>DATE:</b>

<b>Project Name:</b>	<b>Housing Bedroom Furniture</b>
<b>Issue Date:</b>	<b>March 4, 2020</b>
<b>Pre-Bid Meeting and Tour:</b>	<b>March 24, 2020</b>
<b>Deadline for Questions:</b>	<b>April 1, 2020 by 12:00 PM (Noon) (EST)</b>
<b>Response Deadline (Proposals Due):</b>	<b>May 1, 2020 by 2:00 PM (EST)</b>
<b>Vendor Presentations:</b>	<b>July, 2020*</b>
<b>Contract Implementation:</b>	<b>September 1, 2020*</b>

*\*Projected Dates*

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

**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**

**Email: [strausr2@nku.edu](mailto:strausr2@nku.edu) Fax: (859) 572-6995**

***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.***

**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

**DEFINITIONS**

The term “addenda” means written or graphic instructions issued by 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 term “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.

**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 September 1, 2020.***

It is the intent of Northern Kentucky University to solicit proposals from this “Request for Proposals” for bedroom furnishings 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 purchased furnishings should allow for University Housing to accomplish its core mission while providing exceptional customer service, foster a safe and comfortable living environment, and responsibly steward student resources.

**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.nkupanroom.com](http://www.nkupanroom.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 April 1, 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](mailto: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 physical demonstrations of offered furnishings and alternative selections.

**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 enter into a partnership with a furniture manufacturer for the purpose of replacing current furniture in University Housing buildings and to furnish a new residential building (opening August 2021). 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 furnishing needs and objectives using a system of fair, impartial, and free competition among Offerors.

The selected furniture provider shall supply furniture, as designated in the RFP and agreed upon in final contract negotiations, to replace aging furniture throughout University Housing, to furnish a newly constructed residential building (opening August 2021), and to provide service and support for the agreed warranty time horizon, as well as service and repair throughout the lifetime of the furniture. 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.

The work shall consist of furnishing, F.O.B. delivering, unloading, removing old furnishings for destruction or surplus, and installing furniture manufactured in accordance with described specifications to University Housing at Northern Kentucky University, Highland Heights, KY. All deliveries and installations shall be completed in accordance with attached specifications. The vendor shall furnish all labor, materials, equipment, transportation, and construction plant and facilities required for fabrication and shall perform all of the work as described in the specifications herein. Successful bidder may be required to furnish, within 30 days of purchase order, detailed production drawings and finished samples of each of the furniture items. Written approval shall be given by the University on all said drawings and samples prior to production of student room furniture.

The initial purchases on this contract are expected to include 184 bed sets for Northern Terrace and 297 bed sets for a new constructed residential building (opening August 2021). Both purchases are expected to require delivery between May 15, 2021 and July 31, 2021.

#### **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 comprehensive furniture manufacturer that can supply all requested pieces to specifications stated herein or as agreed upon in the final contract.

### **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, 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 PRE-BID MEETING AND TOUR**

A Pre-Bid meeting and tour of residential facilities is scheduled for March 24, 2020 from 9:00 AM – 12:00 PM. The location of the meeting shall be the Northern Terrace Common Room (3520 Alexandria Pk., Highland Heights, KY 41099). All contractors shall visit the site to check and verify existing conditions before submitting a proposal. Any discrepancies discovered between existing conditions and those specified in the RFP shall be reported immediately to NKU in writing, so all bidders can be given proper information as to existing conditions. Failure to make this required inspection before submitting a proposal will be taken as acceptance by the contractor of the conditions as they exist in the field. No subsequent claims for extra compensation arising from existence of discrepancies between actual conditions and those shown on drawings and/or noted in specifications will be considered.

Parking will be available the day of the pre-bid meeting in lots adjacent to Callahan Hall and Northern Terrace.

Click here for a [map of campus](#).

Click here for [driving directions](#) to Northern Kentucky University.

### **3.5 SPECIFICATIONS/REQUIREMENTS**

#### **3.5.1 SPECIFICATIONS**

Offeror shall provide residential room furniture to include the following pieces: Twin Extra-Long Bed (to include two bed ends and spring or solid platform), dressers, desk, desk chair, and wardrobe (only in certain designated spaces). Each piece should have replaceable parts, within reason, should be made of durable materials and finishes, and should meet requirements for ADA accommodations, if necessary. No particle board or medium density fiberboard (MDF) shall be used as core material. Each piece should come with a standard 25 year warranty (or lifetime warranty for metal components). Specifications for each piece are outlined below. **Special Note: As specified below, there are special circumstances for Northern Terrace for furniture selections, which may differ from outlined specifications below.**

##### **a. Bed**

- a. Bed ends should be made of black metal and should be 60" (or equivalent) in height. Bed ends should allow for adjustment of bed platform height, to include compliance with ADA accommodations and at least 5 options for bed height adjustment. Acceptable alternate for black metal bed ends include solid wood with a natural oak finish.
- b. Deck should be either sinuous wire spring or solid platform. If available, both types of deck should be priced. Bed platform length and width should accommodate a standard twin extra-long 80 inch x 36 inch mattress.
- c. Metal components should be welded or solid cast. No rivets are acceptable.
- d. Beds should be sturdy while free-standing at the highest loftable level. If a stabilizer bar is required, it should be included in pricing.
- e. Optional add-ons for bed should include:
  - i. Safety rail that slides over the vertical leg of the bed-side rail to secure tightly. No mechanical fasteners or additional parts shall be used to attach the safety rail to the bed. Safety rails must attach to the bed with the fascia rail in place. Safety rails that require removing the fascia will be deemed unacceptable. Safety rails should be painted or manufactured to match the bed frame and deck.
  - ii. If bed frame channels extend through the bed end and are available from both sides of the bed end, then small shelves or cubbies, consistent with the bed deck hanging mechanism, may be offered.

##### **b. Dressers**

- a. Dressers shall be stackable two drawer dresser units that fit side-by-side under the assembled bed.
- b. Dressers may include metal decorative and structural components to complement the aesthetic established by the bed.
- c. Dressers shall be easily stackable by untrained residential students that eliminates structural failure and minimizes the risk of student injury. Stacking configuration shall be easily determined by a reasonable person without written instructions. Picture instructions for stacking dressers, permanently affixed to the dresser top, are acceptable.
- d. Dresser drawers should be of sound construction and should support a minimum of 40 lbs per drawer.

- e. Drawers should be held in place by high-capacity metal glides on bottom sides.
- f. If dresser is constructed using panels, panels should be easily replaceable on site.
- c. Desk
  - a. Desk should be a table with no drawers with a maximum width of 40 inches, shall have a minimum depth of 24 inches, and shall be 30 inches tall.
  - b. Table desk may include metal decorative and structural components to complement the aesthetic established by the bed.
  - c. Optional add-ons for desk should include:
    - i. Built in power recessed in the desk surface
    - ii. A single lockable pencil drawer centered under the table desk surface. Drawer lock should utilize a resident provided padlock or a dial combination lock, easily released and reset by Housing facilities staff. No keyed drawers shall be permitted.
  - d. Desk legs/feet should have replaceable plastic caps that allow for movement on LVT, tile, or polished concrete floor while minimizing floor damage and scratching.
- d. Desk Chair
  - a. Swivel base adjustable task chair with wipeable seat and back.
  - b. Chair should complement the aesthetic established by the bed in the room.
  - c. Chair should be outfitted with durable fabric seat and back.
    - i. Fabric selection should be presented to NKU staff for selection and may vary between residential communities.
  - d. Chair should have soft castors that maximize movement and minimize damage to LVT, tile, or polished concrete flooring. Castors should be resistant to picking up carpet fiber and should be replaceable.
  - e. Chair should not have arms.
- e. Wardrobe
  - a. Wardrobe should serve as a full replacement for a closet for resident and should be a minimum of 36 inches wide, 20 inches deep, and 72 inches tall.
  - b. Wardrobe may have metal decorative or structural components to complement the aesthetic established by the bed.
  - c. Wardrobe should have two doors with a minimum of three standard hinges each. Prefer hidden hinges for final product, but exterior hinges are acceptable.
  - d. Wardrobe should have solid construction, including wardrobe back. No MDF, particle board, or cardboard backing is acceptable.
  - e. Wardrobe should include a hanging rod that spans the width of the wardrobe and a single shelf at the top of the piece.
  - f. Wardrobe should be sturdy and steady when free standing, needing minimal bracing to avoid tipping. Wall mounts for the wardrobe are acceptable. Wall mounts should be able to support tipping if mounted in a minimum of two places to standard drywall.
  - g. Optional add-ons for wardrobe should include:
    - i. Mirror on the inside or outside of a wardrobe door.
- f. Northern Terrace

- a. Northern Terrace, purchased by NKU in 2014, consists of 46 quad style, four person occupancy rooms with two bathrooms each. This community has been under-utilized and continues to have high vacancy rates.
- b. As a part of the RFP, NKU seeks proposals from furniture manufacturers to effectively sell this space. Specifications for Northern Terrace furniture are expected to differ from what is outlined above.
- c. Northern Terrace will be a part of the tour during the Pre-Bid Meeting and Tour on March 24, 2020.
- d. University Housing at NKU seeks upgraded pieces and finishes that create a premium living experience for student in Northern Terrace. This could include, but is not limited to, double or queen size beds, furniture mounted partitioning to create a sense of personal space, lounge and living furniture in addition to the standard pieces (as listed above), and premium finishes and materials.
- e. Each offeror shall provide, as a part of their presentation if invited, a proposal on creating a premium living experience in Northern Terrace.
- f. A 3-D floor plan is below. Offerors are expected to conduct their own measurements and surveys of the space during the Pre-Bid Meeting and Tour on March 24, 2020.



Renderings are an artist's conception and are intended only as a general reference.  
Features, materials, finishes and layout of subject unit may be different than shown. 3DPlans.com

**3.6 Incurring Costs**

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

**3.7 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.

**3.8 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.

**3.9 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.

**3.10 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

**3.11 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.

**3.12 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.

**3.13 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:**

##### **Table of Contents**

##### **Signed Authentication of Proposal and Statement of Non-Collusion and Non-Conflict of Interest Form (see Pages 2-3 and Page 24)**

**Executive Summary and Proposal Overview** - Submit an executive summary and proposal overview, 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 executive summary and proposal overview must be signed by a person having the authority to commit the offeror to a contract.

**Offeror Qualifications** – The purpose of the Offeror Qualifications section is to determine the ability of the offeror to respond to this RFP. Offerors must describe and offer evidence of their ability to meet the needs of the University.

**Services Defined** – Furniture delivery and installation in residential spaces. As a part of this section, please include information and references for any subcontractors offeror plans to utilize to meet the terms and conditions of this RFP. Utilize this section to outline furniture being included in the contract offer, alternates, and add-ons. The offeror should also outline scope for Northern Terrace, separately, in this section.

**Financial Proposal** – The financial proposal shall contain fixed costs to provide the requested services and furnishings and should be delineated by furniture piece, alternative, or add-on; should outline and specify separately delivery and installation costs; and should include disclosure of payments to sub-contractors and other miscellaneous charges. The financial proposal should separate the costs of Northern Terrace, based on

the offeror's suggested plans for the community. The financial proposal should also specify capped price increases for the life of the contract (five years) not to exceed the [Higher Education Price Index \(HEPI\)](#).

Evidence of Successful Performance and Implementation Schedule – Furniture provided and installed that is comfortable, durable, and consistent across living arrangements in timeline provided by opening of specified academic semester. Offeror shall provide the names and contact information of five (5) higher education references.

Other Additional Information – The offeror may present any creative approaches that might be appropriate, including non-traditional delivery time periods that align with additional discounting. The offeror may also provide supporting documentation that would be pertinent to this RFP.

## **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 3.13)		_____
<b>TOTAL POINTS</b>	<b>100</b>	_____



## **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.

**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 \$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: September 1, 2020 through August 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 Higher Education Price Index (HEPI) 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.

### **COMPETITIVE 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.

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

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.

**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**

**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.

**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.

**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.

**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.

**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.

#### 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 furniture contracts for a similar type of housing furniture which require customer lists or references that are submitted after September 1, 2020. The Director of University Housing will be designated as the official contact for this purpose.

#### 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.

### 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.

### 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.

### COPYRIGHT OWNERSHIP AND TITLE TO DESIGNS AND COPY

The contractor and University intend this RFP to result in a contract for services, and both consider the products and results of the services to be rendered by the contractor hereunder to be a work made for hire. The contractor acknowledges and agrees that the work and all rights therein, including (without limitation) copyright, belongs to and shall be the sole and exclusive property of the University. For any work that is not considered a work made for hire under applicable law, title and copyright ownership shall be assigned to the University.

Title to all dies, type, cuts, artwork, negatives, positives, color separations, progressive proofs, plates, copy and any other requirement not stated herein required for completion of the finished product for use in connection with any University job shall be the property of and owned by the University. Such items shall be returned to the appropriate department upon completion and/or delivery of work unless otherwise authorized by the University. In the event that time of return is not specified, the contractor shall return all such items to the appropriate University department within one week of delivery.

## **8. BIDDING SCHEDULE**

NKU RFP Posted On-Line	March 1, 2020
Deadline for submission of questions	April 1, 2020 by 12:00 PM (Noon) (EST)
Deadline for submission of proposals	May 1, 2020 by 2:00 PM (EST)
University Review and Analysis	May 1, 2020 – June 12, 2020
Selection/Notification of Presentations	June 19, 2020
On-Campus/Electronic Media Presentations	July, 2020
Contract Award Date	August 14, 2020 or sooner
Contract Begins	September 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 Bedroom Furniture 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. University Housing currently has 1,887 beds, which will drop to 1,712 beds for the 2020-2021 academic year. NKU is in the process of constructing a 297 bed residence hall that will raise occupancy to 2,009 beds starting in August 2021. University Housing has six distinct communities, with a new community coming online in August 2021.
2. 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