

REQUEST FOR PROPOSALS

NKU-17-19



Campus Rec Center Management Software

November 19, 2018

Proposal NO: NKU-17-19
Issue Date: 11/19/2018
Title: Campus Rec Center Mgmt.
 Software
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: PROPOSALS MUST BE RECEIVED BY: 11/18/2016 BEFORE 2:00 P.M. HIGHLAND HEIGHTS, KY time.

NOTICE OF REQUIREMENTS

1. The University's General Terms and Conditions and Instructions to Bidders, viewable at <http://procurement.nku.edu/policies/terms-and-conditions.html>, apply to this Request for Proposal.
2. Contracts resulting from this RFP must be governed by and in accordance with the laws of the Commonwealth of Kentucky.
3. Any agreement or collusion among Offerors or prospective Offerors, which restrains, tends to restrain, or is reasonably calculated to restrain competition by agreement to bid at a fixed price or to refrain from offering, or otherwise, is prohibited.
4. Any person who violates any provisions of KRS 45A.325 shall be guilty of a felony and shall be punished by a fine of not less than five thousand dollars nor more than ten thousand dollars, or be imprisoned not less than one year nor more than five years, or both such fine and imprisonment. Any firm, corporation, or association who violates any of the provisions of KRS 45A.325 shall, upon conviction, may be fined not less than ten thousand dollars or more than twenty thousand dollars.

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

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

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

SWORN STATEMENT OF COMPLIANCE WITH FINANCE LAWS

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

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

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

CERTIFICATION OF NON-SEGREGATED FACILITIES

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

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

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

NOTICE OF ADVERTISEMENT

Issue Date: November 19, 2018

Deadline for Questions: December 17, 2018 @ 5pm

Response Deadline (Proposals Due): December 19, 2018 by 2 PM

Submittal of Proposals

The bidder shall submit, by the time and date specified via US Postal Service, courier or other delivery service, its bid response in a **sealed package** addressed to:

Blaine Gilmore
Interim Director, Procurement Services
Lucas Administrative Center, Suite 617
1 Nunn Drive
Northern Kentucky University
Highland Heights, KY 41099 gilmoreb@nku.edu

NOTE: Northern Kentucky University, as an Agency of the Commonwealth of Kentucky, is subject to Kentucky's Open Records Laws (KRS 61.870-61.884). As such, a bidder's entire offer and resulting contract cannot be deemed "confidential".

Proposals submitted in response to an RFP will remain confidential throughout the evaluation process, however, after negotiations are concluded and a contract has been entered into, all proposals become a matter of public record. Bidders may mark sections of their responses as confidential if the information provided would be considered financially sensitive or trade secrets. The university will make every effort to honor such requests, but may conduct discussions with the bidders concerning the release of said information.

DO NOT contact the committee members relative to this project. Contacting the selection committee members may result in disqualification of the proposer. All requests for information, questions or comments relative to this project should be directed to:

Ryan Straus
Bid Specialist
Northern Kentucky University
Lucas Administrative Center, 617
Highland Heights, KY 41099 Email: strausr2@nku.edu
Phone: 859.572.6605
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.

I. General Background for RFP

A. General Scope:

Northern Kentucky University is seeking to procure an enterprise class campus recreation management software.

B. Responsiveness

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

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

II. Northern Kentucky University

A BRIEF DESCRIPTION OF THE UNIVERSITY

Founded in 1968, today NKU enrolls more than 14,000 students, with 2,000 students residing on campus. Named among "America's Top Colleges" by *Forbes* for eight consecutive years, NKU is noted for its commitment to excellence in the classroom, innovative and nationally-ranked academic programs, commitment to diversity and inclusion, and for leading the way in regional stewardship and service learning. Our 17 athletic programs recently completed the transition to NCAA Division I competition and are eligible to compete for NCAA Division I championships for the first time. For 11 consecutive semesters, our student-athletes have also posted a cumulative GPA of 3.0 or better, including 3.28 in Fall 2016.

NKU offers 76 undergraduate, 21 master's programs, two professional doctorates and a juris doctor. The university features six colleges – the College of Arts and Sciences, the Haile/US Bank College of Business, the College of Education and Human Services, the College of Health Professions, the College of Informatics, and the Salmon P. Chase College of Law. The College of Arts and Sciences is also home to our nationally-known School of the Arts, and work is underway to create an Honors College.

NKU's educational quality is also at an all-time high. With an average class size of just 24 and a student/faculty ratio of 18:1, NKU's hallmark is small classes with up-close and personal attention to student needs. The Princeton Review has named NKU's College of Business among America's best, and Chase law graduates routinely outperform their peers on the Kentucky and Ohio Bar Exams. The average ACT score for incoming NKU freshmen is 23.9 – up significantly since the adoption of new admission standards and higher than the Kentucky and national averages. We are also committed to success for all students, reflected in the 6 percent growth in our first-to-second-year retention rate since 2010, far exceeding the national average.

The Department of Campus Recreation expanded its facilities/programs in 2015. Since the renovation/addition our software needs have expanded to include online services, excellent customer service, a member portal, and push notifications to name a few. To do our due diligence and ensure we are making the most of our resources we want to take a look other options.

III. Project Objective

Northern Kentucky University is interested in receiving proposals from interested offerors who can offer a campus recreation software solution for facility management and member management. At a minimum, offerors should provide information within their proposal on how the following specifications and requirements can be met.

- Recreation Member Management – The software should allow Campus Recreation to assist with access control to monitor and verify members coming into the facility.
Additionally, the software should also allow members to modify their own information (contact information, membership level, etc.) anytime.
- Analytic Services – The software should provide real-time reporting and analytics for Campus Recreation staff showing membership, facility utilization, and membership/student engagement of Campus Recreation programs
Facility Management – Assist with facility reservations, class reservations, equipment rentals, and allow members to book appointments with Physical Therapists and Masseuses within Campus Recreation.
- Point-Of-Sale – Offer a point-of-sale interface for Rec staff to easily sell services or items to members.
- On-Site Training/Implementation – The Successful Offeror of this RFP will be required to perform a 1-2 days on-site training for Campus Recreation staff. Additionally, interested offerors should submit an implementation schedule as part of a response to this RFP. Any proposed software solution from offerors will be required to be fully implemented and trained on no later than **June 30, 2019**.
- The ability to capture online waivers that allow “wet” digital signature with capability to capture expiration date and store
- Online membership registration
- Online facility reservation
 - With the ability to input set-up notes and event details.
- Itemized invoicing capabilities to include:
 - Sales Tax
 - Tax Exempt status
- Equipment Checkout to include ability to charge patrons for un-returned items
- Excellent customer service response time with communication of new/updated features
- Fully customizable online member portal feature
- Mobile Application with push notification ability
- Online Program registration that seamlessly interfaces with iOS and Android mobile devices

IV. Term of Contract

NKU shall enter into an agreement as result of this RFP for (2) two years, with the option for (3) three, one (1) year renewals.

V. Proposal

A. Preparation and Submission of Proposal

The proposal shall be prepared on 8 ½" x 11" paper, with all text clear of binding. Text type size shall be a minimum of 10 point font. The proposals must be indexed, tabbed and all pages sequentially numbered throughout or by section. Binders and covers will be at the respondent's discretion, however, elaborate graphics and expensive paper and binding are not necessary, nor encouraged. All text and exhibits should be concise and entirely relevant to the RFP requirements.

The RFP Response should be organized as follows:

Tab	Content	Page Maximum
1	Cover Letter	2
2	Cost Structure	n/a
3	Customer Service	n/a
4	Software Specifications / Offerings	n/a
5	Training, etc.	n/a
6	Experience and References	n/a

NOTE: Submittals that do NOT contain the above items will be deemed a non-responsive proposal and disqualified from the selection for this project.

The respondent shall submit, via US Postal Service, courier or other delivery service, five bound copies and one unbound original of its proposal in a sealed package by **December 19, 2018 @ 2pm**. Failure to provide the required number of copies and an unbound original will result in the submittal being considered non-responsive and disqualified from the selection process. Submittals shall be addressed to:

Ryan Straus, Bid Specialist
621 Lucas Administrative Center
Northern Kentucky University
Highland Heights, KY 41099

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

RFP NKU-17-19
Comprehensive Campus Recreation Software

B. Proposal Requirements and Specifications**1. Cover Letter**

The cover letter shall serve as an introduction to the Respondent's qualifications and capabilities. The letter of no more than 2 pages shall be addressed to Blaine Gilmore, Interim Director of Procurement Services, and must, at a minimum, contain the following:

- a. Identification of Contractor.
- b. A statement of experience from the contractor (years in business etc).
- c. An email address
- d. Acknowledgement of receipt of RFP addenda, if any; and,
- e. Signature of person authorized to bind the offering firm to the terms of the Proposal.

2. Cost Structure**3. Customer Service****4. Software Specifications / Offerings****5. Training, etc.****6. Experience and References**

Identify universities in which you have contracted with. These universities should have a similar background as Northern Kentucky University.

For each university, provide a name, email address, and telephone number for a contact person who is familiar with the contractor's services. The contact person should be familiar with the key personnel.

C. Evaluation Criteria

The detailed specifications and special terms and conditions describe those items considered essential for a comprehensive agreement, while allowing proposers sufficient latitude to make comprehensive and creative proposals to the University.

Award will be made to the proposer whose proposal, in the sole opinion of the University, represents the best overall interests of the University, considering but not limited to the following:

The criteria listed above are not ranked in order of importance.

- Access control
- Real-time reporting/analytics
- Robust facility management system
- Comprehensive Point-of-Sale system
- On-site training and assistance with implementation
- The ability to capture online waivers that allow “wet” digital signature with capability to capture expiration date and store
- Online membership registration
- Itemized invoicing capabilities to include:
 - Sales Tax
 - Tax Exempt status
- Equipment Checkout to include ability to charge patrons for un-returned items
- Excellent customer service response time with communication of new/updated features
- Fully customizable online member portal feature
- Mobile Application with push notification ability
- Online Program registration that seamlessly interfaces with iOS and Android mobile devices

Proposals shall be evaluated based on the following criteria:

	%	Points
Online Waivers that allow “wet” digital signature with capability to capture expiration date and store	30%	300
Online facility reservation	30%	300
Invoicing/Billing capability	15%	150
Excellent customer service response time with communication of new/updated features	15%	150
Equipment Checkout to include ability to charge patrons for un-returned items	10%	100
	Total	1000

D. Addenda/Clarifications

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

E. Confidentiality

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

F. Proposal Evaluation Process

All proposals received will be reviewed by the University Procurement Services office for completeness of items requested in this RFP. All complete proposal responses will be afforded equal consideration by the members of the Selection Committee as created by KRS 45A.810 and whose members are identified above. All complete proposals will be evaluated using a numerical rating system designed to afford each Selection Committee member a reasonable, individual, objective standard to equate the qualifications of the Respondents.

G. Pre-Contractual Expenses

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

1. preparing its proposal in response to this RFP;
2. submitting its qualifications to the university;
3. negotiating with the university any matter related to this submittal; or,
4. any other expenses incurred by a respondent prior to the date of award of a contract to the selected respondent.

The university shall not, in any event, be liable for any pre-contractual expenses incurred by the respondents in the preparation of their submittals.

H. Contract Award

Issuance of this RFP, receipt of proposals, and completion of the selection process does not commit the university to award a contract. The university reserves the right to postpone opening for its own convenience, to accept or reject any or all proposals received in response to their RFP; to negotiate with other than the selected respondent should negotiations with the selected firm be unsuccessful or terminated; to negotiate with more than one respondent simultaneously; to cancel all or part of the RFP; and to waive technicalities.

I. Electronic Responses

Electronic responses are not permitted.

J. Foreign Corporations

A. Foreign Corporations are defined as corporations that are organized under laws other than the laws of the Commonwealth of Kentucky. Foreign Corporations doing business within the Commonwealth of Kentucky are required to be registered with the Secretary of State, New Capitol Building, Frankfort, Kentucky and must be in good standing.

B. The Foreign Corporate Proposer, if not registered with the Secretary of State at the time of the Bid submittal, shall be required to become registered and be declared in good standing prior to the issuance or receipt of a contract.

C. Domestic Corporations. Domestic corporations are required to be in good standing with the requirements and provisions of the Office of the Secretary of State.

K. Occupational License

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

L. Insurance

Vendor must provide NKU with an insurance certificate listing NKU as a certificate holder and additionally insured.

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

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

Our basic insurance requirements are:

Worker's Compensation and Employers' Liability Insurance: the Contractor shall acquire and maintain Workers' Compensation insurance with Kentucky's statutory limits and Employers' Liability insurance with at least \$100,000 limits of liability.

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

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

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

If accessing NKU Student, Employee, or other personal records, vendor needs Security and Privacy Liability Insurance with limits no less than \$1,000,00.

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

M. PCI Compliance

If vendor is involved in the processing, transmission or storage of card holder data (credit or debit cards) as part of this agreement with NKU, vendor agrees to comply with current Payment Card Industry Data Security Standards for the securing of such data within the merchant's scope. Additionally, vendor must provide valid PCI DSS documentation (Report on Compliance or Attestation of Compliance) prior to contract this being executed.

CONTRACTUAL ADDENDUM**Requirement to Protect Credit Card Information**

In order to ensure the security of credit card holder information and data accessed by Vendor in connection with the Agreement and this Addendum (collectively, "Cardholder Data"), Vendor hereby agrees to adhere to all applicable Payment Card Industry ("PCI") data security standards and requirements with respect to Cardholder Data, including, without limitation, the following provisions:

- (i)** Vendor must be compliant with the PCI Data Security Standards ("PCI DSS") compliance level 2 or better at all times. This specifically includes the annual PCI DSS Compliance Self-Assessment and the quarterly Compliant Perimeter Scan.
- (ii)** Vendor acknowledges and agrees that it is responsible for the security of all Cardholder Data;
- (iii)** Vendor acknowledges that it has no ownership interest in the Cardholder Data and that all Cardholder Data is the property of the applicable payment card brand, acquirer or merchants ("Card Company Affiliates");
- (iv)** Vendor shall only use Cardholder Data for assisting Card Company Affiliates in completing transactions, supporting loyalty programs, providing fraud control services or for other uses specifically required by law;
- (v)** Vendor represents and warrants that it has a system in place to ensure the continuity of its business and the security of all Cardholder Data in the event of a major disruption, disaster or failure;
- (vi)** Vendor agrees that, upon Northern Kentucky University's request in the event of a security intrusion, Vendor will provide a representative or a PCI approved third party designated by Northern Kentucky University with full cooperation and access to conduct a thorough security review, which review shall include, at a minimum, validation of Vendor's compliance with the PCI DSS for protecting Cardholder Data; and
- (vii)** Vendor agrees that, notwithstanding anything to the contrary in the Agreement or the Addendum, Northern Kentucky University may terminate the Agreement immediately upon notice to the Vendor in the event Vendor fails to maintain the requisite confidentiality of any Cardholder Data.
- (viii)** Vendor agrees to abide by Northern Kentucky University's merchant services contract. All transactions must be sent to the University's contracted merchant services provider for settlement, the use of any other processor is prohibited. This does not preclude middleware gateways such as Authorize.net, or another PCI DSS approved gateway.