

REQUEST FOR PROPOSAL # NS-16-12

Bids due November 4, 2011

PROMOTIONS, SPONSORSHIPS, & CORPORATE RIGHTS AGREEMENT



**THE BANK
OF KENTUCKY CENTER**

NORTHERN KENTUCKY UNIVERSITY

Issued September 30, 2011

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

**NORTHERN KENTUCKY UNIVERSITY
PROMOTIONS, SPONSORSHIPS, & CORPORATE RIGHTS AGREEMENT
REQUEST FOR PROPOSAL, NS-16-12**

NOTICE OF ADVERTISEMENT

BRIEF SCOPE OF SERVICES:

Northern Kentucky University is soliciting formal proposals from qualified contractors to grant a license to arrange for a licensed rights plan. The plan will include such elements as corporate sponsorships; on-premise marketing to include but not be limited to signage, video and message board advertising, event promotions, and game/event sponsorships; radio network play-by-play, coaches' shows, and internet rights; and television coaches' shows.

PROJECT TIMETABLE:

Request for Proposal Issued:	Friday, September 30, 2011
Pre-Proposal Conference:	Friday, October 14, 2011
Last Date for Questions:	Friday, October 21, 2011, noon
Addendum Issued:	Friday, October 28, 2011
RFP DUE:	FRIDAY, NOVEMBER 4, 2011, 2:00 PM LOCAL TIME

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

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

CONTACT FOR RFP DOCUMENTS

RFP Package is available from Procurement Services or may be downloaded from the Procurement web page:

<http://procurement.nku.edu/bids/current1.php>

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

Information relative to this project obtained from other sources, including other university administration, faculty or staff may not be accurate, will not be considered binding and could adversely affect the potential for selection of your proposal. All requests for additional information and all questions should be directed to Jeff Strunk, Procurement Services: strunk@nku.edu

PROMOTIONS, SPONSORSHIPS, & CORPORATE RIGHTS AGREEMENT

NS-16-12

INSTRUCTIONS TO PROPOSERS and TERMS AND CONDITIONS

SECTION 1 – DEFINITIONS

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

SECTION 2 – PROPOSER’S REPRESENTATIONS

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

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

SECTION 3 – BIDDING DOCUMENTS

1. Availability of Bidding Documents
 - A. Proposers, Sub-Proposers, Subcontractors, and others may obtain Proposal Documents from Procurement Services or by downloading from the Procurement Services web page at <http://procurement.nku.edu/bids/current1.php>
 - B. Complete sets of Proposal Documents shall be used in preparing Proposals. The University assumes no responsibility for misinterpretations resulting from the use of incomplete sets of proposal documents.
 - C. The University, in making copies of the Proposal Documents available on the above terms, does so only for the purpose of obtaining Proposals on the work and does not confer a license or grant for any other use.
2. Accuracy of RFP Documents
 - A. The RFP Documents are complementary and are issued for the convenience of the Proposers. NKU assumes no responsibility for the correctness of said documents. Each Proposer should review the documents for errors or inaccuracies that may affect the scope of work implied.
 - B. All Proposers shall, upon examination of bidding Documents promptly notify the University’s Procurement Official of any ambiguity, inconsistency or error that they may discover upon examination of the Bidding Documents and/or of the site and local conditions.
3. Questions, Interpretations
 - A. All questions regarding the meaning or interpretation of the Bidding Documents shall be directed in writing to the Procurement Official. Questions received less than seven (7) calendar days prior to the date for receipt of Bids may not be answered.
 - B. Questions will be accepted from prospective Proposers and should be submitted in a timely manner to the Procurement Officer only. E-mail submission of questions is preferable, but questions will also be accepted by mail or facsimile to the Procurement Officer. The Procurement Officer will decide whether an answer can be given before the closing date, based on the availability of time to research and communicate an answer. Answers to all substantive questions that have not previously been answered, and are not clearly specific only to the requestor, will be distributed to all vendors who are known to have received a copy of this RFP.
 - C. Any interpretation, correction or change of the Bidding Documents will be made by Addendum, issued by the Procurement Official. Interpretations, corrections or changes of the Bidding Documents made in any other manner will not be binding and Proposers shall not rely upon such interpretations, corrections and changes.

4. Addenda

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

SECTION 4 – PRE-PROPOSAL CONFERENCE AND SITE VISIT

There will be a mandatory pre-proposal conference held at the Bank of Kentucky Center on October 14, 2011. http://bankofkentuckycenter.com/about_directions.asp

SECTION 5 – BIDDING PROCEDURES

- 1. Bid Security is 10% of the annual bid amount.
- 2. Timeliness of Proposals. RFP's shall be delivered to Suite 617, Lucas Administrative Center prior to the official time and date for receipt of Proposal indicated in the advertisement of Request for Proposal, or any extension thereof made by Addendum. The "official time" refers to the time as indicated by the time date clock located in the reception area of Suite 617.
- 3. Request for Proposal responses are **due at 2:00 PM local time**.
- 4. Late Bids. Bids received after the official closing time and date for receipt of Bids may be considered for evaluation and award only if: (i) no other Bids were received within the legal advertisement period; and (ii) the re-advertisement time delay would seriously affect the operations of the Owner; and (iii) in the judgment of the Purchasing Official, the Bid was finalized prior to the official closing time and date for receipt of bids. The Proposer shall assume full responsibility for timely delivery at the location designated for receipt of bids.
- 5. RFP's Not In Writing. Oral, e-mailed, telephonic, or telegraphic RFP's or changes in RFP's by such methods are not permitted and will not receive consideration.
- 6. RFP's Withdrawn. RFP's may be withdrawn prior to the closing time and date for receipt of RFP's by: (i) a properly identified representative of the Proposer whose name appears on the RFP envelope, or (ii) by written request by an authorized representative of the Proposer, received by Procurement Services prior to the RFP closing date and time. Withdrawn RFP's may be resubmitted up to the closing time designated for the receipt of RFP's.

7. RFP's Remain Open. During the stipulated time period following the time and date designated for the receipt of RFP's an RFP shall remain open for the Owner's acceptance. During this period the RFP may not be modified, withdrawn or canceled by the Proposer, without the Bid security being subject to forfeiture and the suspension of the Proposer's future bidding privileges.

BID SUBMISSION

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

Submit to:

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

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

SECTION 6 – CONSIDERATION OF BIDS

1. Bid Opening. Unless stated otherwise in the Notice of RFP Opportunity or Request for Proposal, all properly identified timely RFP's **WILL NOT** be opened publicly.
2. Request for Proposal responses are due at the appointed time but are not opened and read. They are first checked for responsiveness and then forwarded to the evaluation committee.
3. Waiver of Irregularities/Rejection of Bids. The right to cancel the Request for Proposal, to reject any and all Proposals, and to waive technicalities and minor irregularities in RFP's is maintained and preserved in all Invitations for Bids issued by NKU when such action is determined to be in the best interest of NKU.
4. Grounds for Rejection. Grounds for the rejection of Bids or RFP's include, but shall not be limited to:
 - A. Failure of a Bid to conform to the essential requirements of the Invitation for Bid/Request for Proposal;
 - B. Any bid which does not conform to the specifications contained or referenced in any Invitation for Bid/Request for Proposal shall be rejected unless the invitation authorized the submission of alternate Bids and the items offered as alternates meet the requirements specified in the invitation;
 - C. Any Bid which fails to conform to the delivery or completion schedule established in the Bidding Documents;
 - D. A Bid imposing conditions or qualifications which would modify the terms and conditions of the Invitation for Bid/Request for Proposal, or limit the Proposer's liability to the Owner in a manner inconsistent with the provisions of the Bidding Documents;
 - E. Any Bid determined by Procurement Services in excess of funds available.
 - F. Failure to furnish a Bid security in accordance with the requirements of the Notice of RFP Opportunity or Request for Proposal.
 - G. For other cause as documented by the Purchasing Official pursuant to a written determination and finding.
 - H. Bids received from Proposers determined by the Purchasing Official to be non-responsive Proposers.
5. Minor Irregularities. Minor irregularities or technicalities in a Proposal may be waived by the Procurement Official on behalf of the University when all of the following circumstances are present:
 - A. The Procurement Official determines that it will be in the University's best interest to do so; and the technicalities or irregularities are mere matters of form not affecting the material substance of a Proposal;

- B. Represent an immaterial deviation from, or variation in the precise requirements of the advertisement for Bids or Invitation for Bid, and have no effect on price, quality, quantity or delivery of supplies or performance of services being procured; and, the correction or waiver of the technicality or irregularity will not affect the relative standing of, or prejudice, other Proposers. If the University does not waive technical deficiencies and irregularities, the deficient Bid shall be rejected.
6. Competitive Negotiation. The University reserves the right to exercise the provisions of KRS 45A.090 regarding competitive negotiation when it is considered to be in the best interest of the University.

It is the intent of the Procurement Official to award a contract in due course and after a reasonable Bid evaluation period to the Responsive and Responsible Proposer offering the best value to the University, provided the acceptable Bid sum is within budgeted funds. In the event that all bids submitted result in prices in excess of funds available, NKU may enter into competitive negotiations subject to the guidelines and restrictions of KRS 45A.090.

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

SECTION 7 – QUALIFICATION OF BIDDING CONTRACTOR

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

SECTION 8 – AWARD OF CONTRACT

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

SECTION 9 – BASIS LEGAL REQUIREMENTS

1. Forms Required. An Authentication of Bid, Statement of Non-collusion and Non-conflict of Interest documents are bound with and included as part of the Form of Proposal. The Proposer is required to sign that document and submit it as part of the Bid. Failure to comply with these requirements shall invalidate the Bid. *Note: This form must be notarized.*
2. Foreign Corporations.

- A. Foreign Corporations are defined as corporations that are organized under laws other than the laws of the Commonwealth of Kentucky. Foreign Corporations doing business within the Commonwealth of Kentucky are required to be registered with the Secretary of State, New Capitol Building, Frankfort, Kentucky and must be in good standing.
- B. The Foreign Corporate Proposer, if not registered with the Secretary of State at the time of the Bid submittal, shall be required to become registered and be declared in good standing prior to the issuance or receipt of a contract.
- C. Domestic Corporations. Domestic corporations are required to be in good standing with the requirements and provisions of the Office of the Secretary of State.

SECTION 10 – TAXES

1. Not Tax-Exempt.

- A. Proposers are informed that construction contracts for Northern Kentucky University are not exempt from the provisions of the Kentucky Sales and/or Use Tax. The Proposer shall include in the lump sum bid and the Contractor shall pay sales, consumer, use and similar taxes for materials, equipment and supplies incorporated into the Work unless otherwise specified in the Bid Documents.
- B. Northern Kentucky University, through the Commonwealth of Kentucky, is entitled to exemption from Federal Excise Tax. All Prime Proposers or Sub-Proposers shall take this into consideration in their Bid.

2. Liability for Employee-Related Taxes. The Proposer and Subcontractors will be required to accept liability for payment of all payroll taxes or deductions required by local, state and federal law, including but not limited to old age pension, social security or annuities. Worker's Compensation Insurance shall be carried to the full amount as required by Kentucky Statutes. The Proposer shall be in full compliance with KRS Chapters 341 and 342.

Note: Northern Kentucky University was annexed by the City of Highland Heights in 2008. All contractors performing work for NKU must possess a Campbell County Occupational License and a City of Highland Heights Occupational License (administered by Campbell County) and must also pay applicable payroll taxes. For further information call 859.292.3884 or log onto:

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

SECTION 11 - PLANHOLDERS

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

SECTION 12 – ANTI-KICK BACK

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

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

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

SECTION 14 – PROTESTS

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

SECTION 15 – WEAPONS-FREE ZONE

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

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

SECTION 16 - NKU CLEAN AIR ACT

For the purpose of this policy: “smoking” is defined as burning any type of tobacco product including, but not limited to, cigarettes, cigars, cigarillos, bidis, and pipes; and “facility” is defined as any structure(s), building(s), area, site, place or property under the supervision and/or control of Northern Kentucky University.

The Northern Kentucky University Highland Heights campus shall be designated as non-smoking within all common pedestrian areas, such as the Loch Norse area, Norse Commons, University Plaza and other highly populated areas, unless otherwise stipulated in this policy. Further, the campus shall be designated as nonsmoking within a thirty-foot (30) perimeter of all campus facilities, unless otherwise stipulated as a smoking area in this policy. Smoking shall be prohibited in all campus buildings and outside in areas of the campus where non-smokers cannot avoid exposure to smoke.

This smoking ban also includes all tunnels, service areas, equipment rooms, mechanical rooms, electrical rooms, penthouses and building roofs

The six designated smoking areas are: 1) the south entrance of the lower level of Landrum Hall; 2) the north entrance of the Applied Science & Technology Building; 3) the east entrance of the University Center on the ground floor; 4) near the Sun Dial in the University Plaza; 5) the Herman Science Center plaza; 6) the south side of Health Center.

SECTION 17 – NKU – SAFETY

The University strives to continuously maintain both a safe and secure work environment for its students, employees, and the employees of all Contractors assigned to our campus. Therefore, it is essential the following criteria be met by all Contractors (and all their subcontractors) working at NKU.

The Contractor shall furnish the University with written documentation that verifies each of their employees working on the property of the University has cleared a background check, has no felony convictions, is not a sex offender, and has the legal right to work in the United States.

SECTION 18 - CONTRACTOR PRESENCE ON CAMPUS

Contractor agrees that all persons working for or on behalf of the Contractor whose duties bring them on campus shall obey the rules and regulations that are established by the University and shall comply with the reasonable directions of the University’s officers. Contractor’s employees shall not use existing areas where not required to perform the work.

Contractor shall be responsible for the acts of his employees and agents while on campus. Accordingly, Contractor agrees to take all necessary measures to prevent injury and loss to persons or property located on campus. Contractor shall be responsible for all damages to persons or property caused by Contractor or any of his agents or employees. Contractor shall promptly repair any damage that he, or his employees or agents may cause to the campus or to University equipment.

SECTION 19 -- INDEPENDENT CONTRACTOR

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

SECTION 20 -- USE OF FACILITIES

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

SECTION 21 --ASSIGNMENT:

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

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

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

SECTION 23 --INDEMNIFICATION:

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

SECTION 24 -- LAW, FORM AND FORUM:

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

SECTION 25 – DRUG FREE WORKPLACE:

Northern Kentucky University is a drug-free and alcohol-free workplace, and all employees of Contractors and subcontractors are subject to this policy while working on University property. If there is verifiable suspicion or probable cause that an employee of the contractor or subcontractor is under the influence of drugs or alcohol, the University reserves the right to require the Contractor to have the employee tested immediately at no expense to the University. If the test results are positive the employee will be prohibited from working on University property for a period of one (1) year from the positive test, or the duration of the project, whichever is longer. The banned employee of the Contractor must pass a drug and alcohol test before working again on university property.

SECTION 26 --FORCE MAJEURE:

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

SECTION 27 – CORRELATION AND INTENT OF CONTRACT DOCUMENTS

1. Execution of the Contract by the Contractor is a representation that the Contractor has thoroughly and carefully examined the site of the Work, investigated and understands all conditions which can affect the Contractor has inspected all documents and finds the documents to be adequate to complete the Work. It is the responsibility of the Contractor to be familiar with and comply with all Federal, State, and local laws, ordinances, and regulations which might affect those engaged in the Work, and to be familiar with the materials, equipment, or procedures used in the Work, or which in any other way could affect the completion of the Work. Any failure by the Contractor or any Subcontractor or material supplier to properly familiarize themselves with the proposed Work shall not relieve the Contractor from the responsibility for completing the Work in accordance with the Contract Documents.
2. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. Labor or materials which are necessary to produce the desired result, even though not specifically mentioned in the Contract Documents, shall be included in the Work.
3. The Contract Documents are complementary, and what is required by one shall be binding as if required by all. In case of conflicts between the various documents, the order of precedence will be as follows: (1) Addenda, (2) Special Conditions, (3) General Conditions, (4) Technical provisions of the Specifications and (5) Drawings and exhibits.

SECTION 28 – TERMINATION OF CONTRACT FOR DEFAULT ACTION OF CONTRACTOR

1. The University may terminate the contract upon the occurrence of any one or more of the following events:

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

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

SECTION 29 --INSURANCE:

The Contractor shall maintain the following minimum insurance.

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

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

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

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

SECTION 30 --PERSONAL SERVICES CONTRACT

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

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

REGARDING PERSONAL SERVICE CONTRACT INVOICING

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

End - Instructions to Proposers

PROMOTIONS, SPONSORSHIPS, & CORPORATE RIGHTS AGREEMENT

NS-16-12

SPECIAL INSTRUCTIONS AND CONDITIONS

- A.** Northern Kentucky University is soliciting formal proposals from qualified contractors to grant a license to arrange for a licensed rights plan. The plan will include such elements as corporate sponsorships; on-premise marketing to include but not be limited to signage, video and message board advertising, event promotions, and game/event sponsorships; radio network play-by-play, coaches' shows, and internet rights; and television coaches' shows.

The plan will also include the exclusive rights to produce, publish, distribute and vend programs for all athletic programs and events and as well as secure the rights to secure sponsorships, endorsements, promotions and advertisers for all team schedule cards, posters, calendars and books as well as the official University web site outlined in this Request for Proposals (RFP) scope. This RFP is part of a competitive procurement process, which helps to serve the University's best interest. It also provides contractors with a fair opportunity for their services to be considered.

The process of competitive negotiation being used in this case should not be confused with the different process of competitive sealed bidding. With competitive negotiation, price is not required to be the determinative factor, although it may be, and the University has the flexibility it needs to negotiate with firms to arrive at a mutually agreeable relationship. Please take special note of Attachment A, Scope of Services, for detailed outline of the rights to be granted and to be considered in the financial proposal.

- B.** The University reserves the right, in its sole discretion, to select the contractor that it determines offers the overall best proposal to the University. Criteria to be utilized in the selection process are included within the specifications of this Request for Proposals. All respondents should review the RFP requirements and scope of services carefully and develop a response that at a minimum meets or preferably exceeds the expectations outlined therein.
- C.** Proposals will be considered only from companies that have successfully proven experience in conducting the activities providing the services outlined within this Request for Proposals. The burden is on each respondent to submit with its proposal proof of its qualifications and experience to warrant consideration of its offering to the University.

All respondents should review the RFP specifications carefully, and they should include with their proposals references to demonstrate that they have successfully delivered the services and conducted the activities outlined with the RFP. Each reference should contain a contact person and telephone number and/or e-mail address where that person can be reached to discuss his/her institution's experience with the contractor's services.

- D.** Each respondent must meet the minimum requirements contained within the specifications of this RFP to be considered for a contract reward. These criteria represent the minimum requirements, but respondents are encouraged to offer enhancements to the base RFP specifications within their proposals. Such enhancements will be considered in the evaluation process utilized by the University to select the successful contractor.

E. Proposal Selection Process

The following is a general description of the process by which a contractor will be selected to provide the specified services:

1. Request for Proposals will be sent to prospective contractors on September 30, 2011.
2. Sealed proposals must be submitted to the University no later than 2 p.m. on Friday, November 4, 2011. Each respondent must submit one (1) original and four (4) copies of its proposal.
3. Each proposal submitted must be signed and dated by an official authorized to bind the organization.
4. After all qualified proposals are submitted, the University may negotiate with one or more contractors it determines have provided the most attractive proposal to the University. Such negotiations will result in a contract award. All prospective respondents should note that the University reserves the right to accept or reject any or all proposals submitted and to make a contract award to the respondent who the University determines, in its sole discretion, has provided the best offering to the institution.
5. A contract will be formalized when the University has completed an agreement that has been signed by the contractor and all appropriate University officials.

F. Required Proposal Content

Qualified firms are encouraged to submit a proposal for conducting the activities and delivering the services specified within the RFP specifications. All proposals must be submitted strictly in accordance with the requirements of this RFP. A respondent's failure to include any required information in its proposal may disqualify that firm from consideration in the contract award. All contractors shall answer the questions listed below and submit the required information within their proposals.

As noted previously, if a contractor plans to subcontract any of the items described within the specifications, the contractor shall specify accordingly and respond to all questions raised regarding each proposed subcontractor. If the contractor plans a joint venture with another company, the contractor should so state and respond to all questions regarding each company involved in the joint venture. Proposals shall be prepared in a manner that is clear, concise, and responds to the specifications of the RFP.

Vendors are to submit **FOUR (4) bound complete copies** of their proposal and **ONE (1) unbound copy that is to be clearly marked as the ORIGINAL** with original signatures on the required pages. The University reserves the right to accept or reject any or all proposals and to waive informalities or technicalities.

Prospective contractors should clearly and completely describe their offerings to the University within their proposals. Unless specific exceptions are made to the RFP specifications within the proposals, the University will assume that the respondent accepts the terms and conditions outlined within the specifications.

1. Operational Proposal

- a. The name and address of the company and date founded
- b. A brief history of the company
- c. A brief biographical summary on the principal personnel within the company
- d. A list of key personnel in the company who will be assigned to work with the University through the contract that may result from the RFP. Indicate each

- person's length of service with the company. List their experiences and qualifications specifically as those factors relate to the responsibilities each will fulfill in working with the University.
- e. The proposal should include a financial statement for the company that details financial data representing the last three (3) years of its operations. Financial references from one or more banks should be submitted with the proposal for evaluation purposes.
 - f. Each respondent should respond to the following questions regarding each college, university, or professional team with which its company has had a contractual relationship at any time during the past three (3) years. Individuals who are listed will be contacted by the University as references.
 - 1. Name of college, university, or professional team
 - 2. Address
 - 3. Telephone number
 - 4. Name of Athletic Director or other pertinent official with his/her title
 - 5. Rights involved in the contractual relationship and the associated contract time periods of each
 - 6. Indicate any college, university, or professional team that has ever given your company reason to believe it may have defaulted in its contractual obligations or failed to make a rights fee payment as required.
 - g. Each respondent shall explain its company's experience with projects of similar magnitude as those specified within the RFP. Respondents should be brief, but specific, by referencing their experiences with each property described within the RFP specifications. Samples of products the respondents have provided for other universities or professional clients should be included with proposals to demonstrate the quality of products and services that will be provided by the University.
 - h. Describe your company's abilities to maintain and develop a working relationship with the University's marketing and promotions department to develop a comprehensive event marketing plan as specified in the RFP. Indicate your company's past experience in developing such plans with universities.
 - i. Respondents are encouraged to comment on any interest they may have in contracting with the University for any additional Athletic Department promotions, sponsorships, and endorsement properties that are not contained within the RFP specifications. If a respondent's company has had successful experience with other properties, and there is a desire to acquire such rights from the University, the respondent should so indicate within its proposal and describe fully the terms and conditions under which the company wishes to secure those rights.

2. Financial Proposals

All respondents to the RFP must complete the attached Quotation Form (Attachment B) and also provide all information requested within other attachments to the RFP specifications. The guaranteed annual royalty payment or percentage of annual gross revenue against the threshold as stated within the Quotation Forms are the minimum financial offerings that exceed those minimum standards specified on the Quotation Form for each contract year. In addition to the response on the Quotation Form, respondents may also submit an alternate financial proposal that may be evaluated by the University,

which reserves the right to approve an alternate financial proposal should it be determined to be in the best interest of the University. If a proposal does not provide all of the requested financial information outlined within the Quotation Form (Attachment B) it will not be evaluated. The University will consider any proposal that merely states it will “match the best offer received by the University” as non-responsive, and that proposal will not be evaluated. Upon the awarding of contract, the successful Contractor shall furnish and deliver to the University acceptable evidence of the maintenance of insurance coverage required by the University.

G. Evaluation of Proposals

All proposals must be submitted by the time specified within the RFP specifications. Designated University representatives will evaluate the proposals received. The evaluative criteria to be utilized by the University will include, but not be limited to, the following factors, which are not necessarily listed in order of priority. The University reserves the right, in its sole discretion, to select the best proposal that it determines is in the institution’s overall best interest, or to make no contract award at all from this RFP.

1. The guaranteed and prospective financial return to the University from the award of the contract to a respondent.
2. Overall plan and approach to marketing the University’s rights specified within the RFP.
3. A respondent’s previous and current experience with projects of similar magnitude.
4. A respondent’s experience and successful track record in the venue naming rights business.
5. References from intercollegiate athletic and professional administrators for whom the contractor has performed similar services.
6. A respondent’s timely financial performance in the fulfillment of contracts with athletic departments of other colleges, universities, or professional teams.
7. The financial stability of the company
8. The background and experience of a prospective contractor’s principals and the key personnel who will be responsible for working with the University.
9. The respondent’s desire, plan, and experience that will enhance the value of the properties offered through the RFP.
10. The creativity of the respondent in preparing and submitting a comprehensive, integrated marketing proposal that promotes the University in a comprehensive, positive manner that also ensures the maximum financial return to the University for the rights granted.
11. All respondents should note that the award of a contract to one contractor does not mean that other proposals lack merit, but that with all factors considered the accepted proposal was deemed to provide the best value to Northern Kentucky University as solely determined by the University.
12. Requirements stated within the RFP specifications are the minimum acceptable. Respondents are strongly encouraged to provide offerings that exceed the minimum requirements stated within the RFP.

H. Questions Regarding the Request for Proposal

Any questions concerning the Request for Proposals should be made no later than Friday, October 21, 2011 and addressed to the following person via e-mail or fax:

All questions will receive a response within 72 hours of receipt and all questions and all answers will be shared with all potential proposers.

I. Prospective Contractor Interviews

After review of the proposals submitted, the University may require certain respondents to give an overview and answer questions regarding their proposals in an additional interview session on campus as schedule permits upon closing the RFP. The presentation will consist of a review of the proposal submitted and an explanation of its value to the University. The presentation should last no longer than two hours.

Each contractor interviewed will be evaluated according to the same criteria. Notices confirming the University's desire for interviews will be provided to the respondents by telephone. Contractors who are contacted but refuse to participate in the described interview session to explain their proposals will not be considered for a contract award. Every effort will be made by the University to schedule interviews and presentations at a time that is convenient for the contractors. However, the desired contract award schedule will be critical factor in that scheduling. The University reserves the right not to offer any additional interviews.

J. Award or Rejection

All qualified proposals will be evaluated and after competitive negotiations with one or more contractors, an award will be made to the contractor whose proposal is deemed to be in the best interest of the University. Again, the University reserves the unqualified right to accept or reject any or all offers it determines, in its sole discretion, to be in its best interest. Any award is subject to a signed contract. If a contract between the contractor and the University cannot be negotiated and consummated in a timely fashion to the University's satisfaction, the award shall be withdrawn.

The University reserves the right to withdraw the award at any time, for any reason, subsequent to the execution of a contract document. Any changes to the contract must be mutually agreed upon in writing by the contractor and the University. In the event the successful contractor does not execute the contract as required, the award of the contract may then be made to another contractor or the University may decide to solicit new proposals.

K. Cost of Proposal Preparation

Any cost incurred by a contractor in preparing or submitting a proposal is the contractor's sole responsibility. The University will not reimburse any contractor for any costs incurred prior to a contract award.

L. Elaborate Proposals

Elaborate proposals in the form of brochures or other presentation materials beyond that necessary to present a complete and effective proposal are not encouraged. Respondents should carefully review all requirements of the RFP and respond to all items requested.

M. Oral Explanations

The University will not be bound by oral clarifications, instructions, or responses to questions provided at any time during the competitive proposal process prior to contract award.

- N. Advertising**
In submitting a proposal, the respondent agrees not to use the results there from as a part of any news release or commercial advertising prior to receiving written approval from the University.
- O. Right to Submitting Materials**
All responses, inquiries, or correspondence related to or in reference to the RFP, and other reports, charts, displays, schedules, exhibits, or other documentation submitted by the respondents will become property of the University at the conclusion of the RFP process.
- P. Competitive Offer**
The party signing a proposal submitted in response to the RFP certifies that its proposal has not been arrived at collusively or otherwise in violation of any federal or Commonwealth of Kentucky antitrust laws. In submitting the proposal the respondent agrees not to disclose its technical or cost information to any other sources, government or private, until after the proposals opening date stated within the RFP specification. Respondents not in compliance with this provision may be disqualified by the University.
- Q. Contractor's Representative**
Each respondent shall submit the name, address, and telephone numbers of the person(s) with the authority to bind the contractor, answer any questions, or provide clarification concerning the contractor's proposal.
- R. Proposal Acceptance Period**
Even though the University anticipates making a contract award in a timely fashion, the proposals submitted shall be binding upon the respondent for 90 calendar days following the proposal opening date. Any proposal that shortens the acceptance period may be rejected by the University at its discretion.
- S. Expectations, Enhancements, and Acceptance of the Request for Proposals**
All respondents must include with their proposals any exceptions or enhancements to the RFP specification contained herein. It will be assumed by the University that the prospective contractor accepts all terms and conditions as presented within the RFP unless specific exceptions are clearly stated within the proposal. The University reserves the right to reject any proposed exceptions to the RFP specifications. Any enhancements to the RFP specifications should be clearly stated and explained within the proposal to be considered by the University in the proposal evaluation process.
- T. Confidentiality**
In accordance with KRS 45A.085 Competitive Negotiation, all proposals received or information derived there from shall remain confidential until a contract is awarded or all proposals are rejected.

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

Proposals submitted in response to an RFP will remain confidential throughout the evaluation process, however, after negotiations are concluded and a contract has been entered into, all

proposals become a matter of public record. Bidders may mark sections of their responses as confidential, if the information provided would be considered financially sensitive or trade secrets. The university will make every effort to honor such requests, but may conduct discussions with the bidders concerning the release of said information.

U. University Representative

The Director of Business Operations and Auxiliary Services shall act as the University contact, during the life of the contract, and be the primary coordinator and liaison between the University and the Contractor.

V. Time for Acceptance

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

End – Special Instructions and Conditions

PROMOTIONS, SPONSORSHIPS, & CORPORATE RIGHTS AGREEMENT

NS-16-12

Attachment A

Scope of Services

1. Corporate Partners
2. At-Event Impact
3. Facility Signage
4. At-Event Hospitality
5. Official Publications
6. Radio Network
7. Television Network
8. Official Athletic Website
9. Miscellaneous Inventory
10. Current existing partnerships

1. Corporate Partners

Contractor shall have the rights to work in conjunction with the University to develop comprehensive Corporate Partner packages to include, but not be limited to, signage and video opportunities, exclusive promotional rights, game stats on in-house feed, promotional game day rights, corporate hospitality, endorsements, access to arena video boards, tickets, and royalty free rights to official University marks and logos.

The Corporate Partners program will not include the apparel and footwear category.

The University will provide assistance in fulfilling Contractor's Corporate Sponsorship commitments.

2. At-Event Impact

The Contractor will have the exclusive right to seek and negotiate agreements for securing sponsorships, endorsements, promotions and advertising for all At-Event Impact opportunities for all sports in all venues to include, but not be limited to, the following:

- Product Display
- Sampling, Couponing, Product & Premium Product Distribution. The successful Contractor will be responsible for the procurement of all premium items produced through all secured sponsorships.
- Title and Presenting Sponsorships of home athletic events only
- Pre-game, In-game, Post-game promotions, contests, corporate recognition/presentation and giveaways (dates coordinated through Athletic Dept.)
- Souvenir Cups and Concession Containers
- Mascot and Cheerleader Appearances (coordinated through Athletic Dept.)
- Interactive Marketing Area
 - i. Subject to University approval
- Academic Lab (Existing sponsor)
- Splash Pages (coordinated through Athletic Dept.)
- Kids' Club Sponsorships

- Special Events as presented by Contractor with approval by the University
 - i. Contractor may utilize special events sponsored by the University. Examples include the Pep Rallies, Basketball Fan Day/Midnight Madness, Senior Night, Black and Gold Day, Homecoming, Halloween Hoopla, All Academic Night, and Championship Celebrations.
 - ii. The University will be responsible for providing assistance in fulfilling Contractor's At-Event Impact sponsorship commitments.

** The University representative (Director of Business Operations and Auxiliary Services) maintains complete right of refusal for all advertisers and will use its best efforts to maximize revenue potential for a successful Contractor.

3. **Facility Signage**

The Contractor will be responsible for the sale of all signage inventory currently owned or proposed by the University. A complete listing of the available scope and inventory is detailed in Appendix A. Inventory will include all content sponsorships for all video board, ribbon board and rotational signage. In addition to the signage inventory as a part of the scope available, the Contractor, at its expense, will also have the rights to sell signage opportunities as approved by the University to include but not be limited to:

- Arena Bench Seat Backs
- Basketball Goal Pads
- Concession, Concourse and Entry Displays
- All Temporary Signage in all Facilities
- Basketball Court (limited to one logo)

The University reserves the right to place video board messages in regards to budget-relieving trade programs. The University and Contractor will mutually agree upon the limited number of opportunities for such trades.

4. **At-Event Corporate Hospitality**

The University will make space available at athletic events for a corporate hospitality village or area in one of the following: The Bank of Kentucky Center's conference rooms, party suites, or party decks. Contractor will have the right to develop and coordinate for sale, corporate hospitality village packages to include game tickets and other amenities as approved by the University.

5. **Official Publications**

Contractor shall have the exclusive right to produce publish, distribute and vend programs and annuals for all University athletic programs and events. Contractor shall also have the right to negotiate agreements for securing sponsorships, endorsements, promotion and advertisers for all other print based items including but not limited to the following;

- NKU Athletics annual report
- Ticket backs for all home sporting events
- All athletic team schedule cards, athletic posters, and athletic team calendars
- Season ticket mailer inserts
- Camp Brochures
- Social Networking Sites

- Media Guides (online)

Contractor will provide at no cost to the University the minimum quantities mutually agreed to by Bank of Kentucky Center and NKU Athletics of promotional schedule cards and posters for distribution by the University. Contractor shall also follow the production specifications for printed posters and schedule cards with input from NKU Athletics.

All printed items should adhere to University, Conference, and NCAA policies.

All content of official publications will be subject to review and approval by the University.

6. Radio Network (Existing contract runs through 2012-13 Season)

Contractor will have the exclusive rights to the following components of the University's radio network: play-by-play, coaches' call-in shows, daily reports and Internet broadcasts.

The University owns the right to broadcast its athletic contests via radio transmission. Currently, the University broadcasts all games statewide and beyond for men's and women's basketball. In addition to continuing the aforementioned broadcasts, the University is interested in beginning a daily report to be carried on the network as well as creating/enhancing local broadcast of additional Sports. The purpose of all radio broadcasts is to provide local/statewide/regional radio coverage of University athletic events, to promote University athletics, and to realize sponsorship revenue.

The Contractor shall produce and distribute the broadcasts in accordance with the terms specified herein and may not be excused from doing so by paying its rights fee. The Contractor shall pay all costs associated with the radio network broadcasts, including, but not limited to, all travel, broadcast talent expenses, and phone and satellite expenses. With respect to activities covered herein, the University agrees to make available the reasonable services of its head coaches. Access to coaches is part of the Contractor's fixed guaranteed fee. Access shall include on-site pre-game interviews, on-site post-game interviews, periodic daily reports, and a weekly call in show from Highland Heights, KY. Any additional use of coach's times will be negotiated separately between Contractor and University. The University reserves the right to negotiate and administer all coaches' fees, including endorsements, at its sole discretion. The Contractor shall provide:

- All state-of-the-art equipment needed to produce and distribute digital transmissions and satellite distribution;
- All staffing required to produce and distribute quality game transmission;
- Production and distribution of pre- and post-game shows as well as game broadcasts and coaches' call-in shows;
- Network clearance of statewide affiliates;
- A broadcast crew mutually agreed upon by the contractor and University;
- Compensation for all personnel, production, network clearances and coaches' fees, although the administration of coaches' fees will be the responsibility of the University;
- Sponsorship sales and collection of sponsorship receipts;
- Additional services as needed and reasonably requested; and
- Demonstrated experience in all listed duties.

The Contractor should work diligently to strengthen the current Radio Network in coverage and continue to show growth in future years. The Contractor must maintain coverage throughout the state. The Contractor is required to produce and air all regular season and post-season men's basketball games. The Contractor will also produce and air a men's basketball coach's call-in show of not less than sixteen (16) weeks. Each show shall be no less than one-hour in length. In addition, the Contractor will have the right to distribute these broadcasts via pay-to-listen service(s) and via computer transmissions such as the worldwide web and Internet audio service(s). It is recommended that the individual broadcast be vaulted to allow consumers to listen to the most recent transmission until the next broadcast airs.

The general program format of the radio game broadcast should include:

- Pre-game programming, starting line-ups and interviews with players and/or coaches from the University;
- Half-time coverage which includes a scoreboard show and guest interviews;
- Post-game features which will include game highlights, head coach (when available) interviews, game statistics and a scoreboard update.

The broadcast personnel for men's basketball games will include a play-by-play announcer, a color analyst, a producer and/or an engineer, and statistician. Also, a studio host may be used to facilitate the scoreboard show or part of the pre-game and/or half-time shows. The broadcast crew for all other broadcasts will include a play-by-play announcer, a color analyst, and an engineer. No person will serve as a member of the broadcast crew without prior and continuing written approval of the University. The University will provide transportation for the broadcast crew to all away games.

The University will provide broadcast space at home venue to the Contractor at no additional charge. The University will arrange regular appearances (on game broadcasts, coaches' shows and daily reports) by the applicable head coaches' and other personnel which are deemed appropriate. The University will publicize the radio network by including programming information, affiliates list, and other pertinent information in its regular schedule of press releases and university publications.

7. Television Network – Future Possibilities...

Contractor will have the following rights to the University's television network: coaches' shows and other magazine-style programs.

The Contractor shall produce and air the telecasts in accordance with the terms specified herein and may not be excused from doing so by paying the rights fee. The contractor shall pay all costs associated with the telecasts including, but not limited to, all travel, broadcast talent, and other production expenses.

The Contractor should work diligently to maintain the current Network and show growth in future years. The Contractor must use its best efforts to maintain statewide coverage. Local broadcast and/or cable affiliates may be necessary.

8. Official Athletic Website Advertising

Athletic website advertising is defined as the right to sell advertising opportunities on the University's official commercial athletic website:

The University reserves the right to contract with any third party for the development of the official athletic website and will protect the advertising rights portion of the selected contractor.

The University has an existing relationship with Sidearm as the official website provider. The University maintains complete right of refusal for all advertisers on the official athletic site and will use its best efforts to maximize revenue potential for a successful Contractor.

The Contractor shall have the right to sell sponsorships on the University's official commercial athletic website in the form of company logos and messages, and direct internet access (links) to other websites owned by cooperative vendors and sponsors. The Contractor shall not partner with any other online store, either on the official website or via any other form of advertising which will compete with the University's official on-line provider.

9. Miscellaneous Inventory

The University reserves the rights to approve or disapprove on any and all new Inventory as it relates to the University and this RFP. The University shall work closely with the Contractor to create new and energetic Inventory on an annual basis.

University Marks and Logos

The Contractor may use the name, logo, and other approved insignia in connection with the services and duties outlined in the RFP except for sale and resale of any merchandise.

Post Season Highlight DVD's

The Contractor may produce a season-ending highlight video/DVD for mutually agreed sports for sale for the general public. Contractor shall assume all costs associated with the production and sale of said video/DVD. Sale of the video/DVD shall begin immediately after the conclusion of the last game of the season with delivery expected within six to eight weeks after that game. For other sports, the University and the Contractor shall jointly determine which season is worthy of a post-season video for sale.

Additional miscellaneous inventory at The Bank of Kentucky Center includes, but not limited to: the Drop off Circle, Poles, Pedestrian Bridge, Monumental Staircase, Cup Holders in Suites, the Main Lobby Elevators, Bathrooms, and naming rights for the East Concourse Entrance, VIP Ramp Entrance, Auxiliary Box Office, Conference Rooms, and the Veranda.

10. Current existing partnerships

The Contractor shall work directly with the University to honor and or renegotiate current partnerships as well as assisting with the identification of future partners. The University agrees to provide assistance to the Contractor in facilitating a smooth transition of the management of the Corporate Sponsorship program from the University to the Contractor.

This RFP and eminent contract for these services does not include the following agreements:

Luxury Suites – Not Included

- 2 NKU Suites
- 1 Bank of Kentucky Suite

Sponsorship Agreements – Not Included

- Bank of Kentucky – Naming rights of building
- Pepsi
- Cincinnati Bell (Athletics only)
- 1160 AM Real Talk (WQRT) (Athletics Only)

Barter Arrangements: Contractor should stipulate in its response how it intends to handle barter arrangements. Barter items may be requested from time to time by the University for its day-to-day use.

End – Attachment A

PROMOTIONS, SPONSORSHIPS, & CORPORATE RIGHTS AGREEMENT

NS-16-12

Attachment B

Financial Quotation Form

In consideration for the exclusive promotions, sponsorships and corporate rights to Northern Kentucky University for the 2012-13 through the 202016-17 athletic seasons, the Contractor listed below duly promises to pay the University the sum of the greater: guaranteed annual rights fee; or the guaranteed rights annual right fee plus a share of gross revenues above a proposed Threshold – Example \$8,000,000 plus 40% of gross revenues over \$11,000,000 Threshold.

Contractor's Name _____

Company Name _____

<u>Year</u>	<u>Guarantee</u>	<u>Threshold</u>	<u>Percentage</u>
2012-13	\$ _____	\$ _____	_____ %
2013-14	\$ _____	\$ _____	_____ %
2014-15	\$ _____	\$ _____	_____ %
2015-16	\$ _____	\$ _____	_____ %
2016-17	\$ _____	\$ _____	_____ %

Annual gross revenues will be defined as collected gross revenue for any inventory sold less only outside agency sales commission or ticket costs. Contractor may not deduct sales force commissions or personnel cost or any expenses as a part of the awarded contract.

Contractors must complete the attached form in its entirety. Contractors are encouraged to provide alternate compensation plans for review. Those plans will not be reviewed unless the quotation form is first completed. Additional compensation forms may also include additional term years for review.

End – Attachment B

PROMOTIONS, SPONSORSHIPS, & CORPORATE RIGHTS AGREEMENT
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Appendix A

Northern Kentucky University Scoreboard/Signage Inventory Included, but not limited to:

The Bank of Kentucky Center

- Ribbon Board and Center Hung Video Board Digital Signage
- Center Hung Video Board Backlit Signage
- Permanent Backlit Signage
- Vomitary Signage
- Luxury Suites
- Party Suites and Party Suites Naming Rights
- Party Deck Naming Rights
- Vault Lounge
- Ticket backs
- Monumental Staircase
- Cup Holders in Suites
- Main Lobby Elevators
- East Concourse Entrance Naming Rights
- VIP Ramp Entrance Naming Rights
- Auxiliary Box Office Naming Rights
- Main Food Court Area Naming Rights
- Veranda Naming Rights
- Bathrooms

NKU Basketball

- Scorer's Table Backlit Signage
- Scorer's Table Digital Signage
- Center Hung Video Board Commercial :15 or :30
- On-Court/In-Game Promotion
- :30 Radio Spots
- Sponsor Credit on Radio Game Open and Close
- Title Sponsorship Night
- Basketball Court Naming Rights

NKU Venue Signage

- Volleyball / Regents Hall
- Baseball Field
- Softball Field
- Soccer Stadium
- Tennis Courts

Additional Opportunities with NKU Athletics

- Website Ad
- Fall and Spring Sport Event Promotion
- Victor E. Viking Appearance
- Schedule Cards
 - Fall and Spring Sport Schedule Cards
 - Basketball Schedule Cards
- Posters for all NKU Athletic Team Sports
- Basketball Trading Cards
- NKU Basketball Giant Team Photos
- NKU Basketball Team Tags

End – Appendix A

**NORTHERN KENTUCKY UNIVERSITY
PROCUREMENT SERVICES
AUTHENTICATION OF BID, STATEMENT OF NON-COLLUSION, NON-CONFLICT OF
INTEREST AND BIDDER CERTIFICATIONS**

NS-16-12

By signing below the Contractor swears or affirms, under the penalty of false swearing as provided by KRS 523.040, that he/she is in compliance with all of the following:

1. That I am the bidder (if the bidder is an individual), a partner in the bidder (if the bidder is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the bidder is a corporation).

2. That the submitted bid or bids covering the Bid Package indicated have been arrived at by the bidder independently and have been submitted without collusion with, and without any agreement, understanding or planned common course of action with any other contractor, vendor of materials, supplies, equipment or services described in the Invitation for Bid, designed to limit independent bidding or competition; as prohibited by provision KRS 45A.325;

2A. Any agreement or collusion among bidders or prospective bidders which restrains, tends to restrain, or is reasonably calculated to restrain competition by agreement to bid at a fixed price, or to refrain from bidding, or otherwise, is prohibited. The provisions of KRS 365.080 and 365.090, which permit the regulation of resale price by contract, do not apply to sales to the State.

2B. Any person who violates any provisions of Kentucky Revised Statute 45A.325 shall be guilty of a felony and shall be punished by a fine 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 which violates any of the provisions of KRS 45A.325 shall, upon conviction, be fined not less than ten thousand dollars nor more than twenty thousand dollars.

3. That the content of the bid or bids have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid or bids and will not be communicated to any such person prior to the official opening of the bid or bids;

4. That the bidder is legally entitled to enter into the contracts with the Commonwealth of Kentucky and is not in violation of any prohibited conflict of interest, including those prohibited by the provisions of KRS 45A.330 to .340 and 164.390; and

5. That I have fully informed myself regarding the accuracy of the statements made, including Bid Amount.

6. Unless otherwise exempted by KRS 45.590, the Bidder intends to comply in full with all requirements of the Kentucky Civil Rights Act and to submit data required by the Kentucky Equal Employment Act upon being designated the successful bidder.

7. That the Bidder, if awarded a contract, would not be in violation of Executive Branch Code of Ethics established by KRS 11A.990.

8. Campaign Finance Laws Pursuant to KRS 45A.110 and KRS 45A.115 the undersigned hereby swears or affirms, under penalty prescribed by law for perjury, that neither he/she, individually, nor, to the best of his/her knowledge and belief, the corporation, partnership, or other business entity which he/she represents in connection with this procurement, has knowingly violated any provisions of the campaign finance laws of the Commonwealth of Kentucky, and that the award of a contract to him/her, individually, or the corporation, partnership or other business entity which he/she represents, will not violate any campaign finance laws of the Commonwealth.

9. Worker's Compensation and Unemployment Insurance Pursuant to KRS 45A.480, the undersigned hereby swears or affirms, under penalty of perjury, that all contractors and subcontractors employed, or that will be employed under the provisions of this contract shall be in compliance with the requirements for worker's compensation insurance under KRS Chapter 342 and unemployment insurance under established KRS Chapter 341.

10. Vendor Report of Prior Violations The Bidder/Owner shall reveal to the University, prior to this award of a contract, any final determination of a violation by the Contractor within the previous five (5) year period of the provisions of KRS Chapters 136, 139, 141, 337, 338, 341, and 342. The Contractor is further notified this statute requires that for the duration of this contract, the Contractor shall be in continuous compliance and the Contractor's failure to reveal a final determination of a violation or failure to comply with the cited statutes for the duration of the contract, shall be grounds for the Contractor's disqualification by the University from eligibility to bid or submit proposals to the University for a period of two (2) years. Please list any final determination(s) of violation(s) including the date of determination and the state agency issuing the determination. If no violations have occurred, type **none** in the space below.

* KRS Chapter 136 - Corporation and Utility Taxes; * KRS Chapter 139 - Sales & Use Tax; * KRS Chapter 141 - Income Taxes; * KRS Chapter 337 - Wages & Hours; * KRS Chapter 338 - Occupational Safety & Health of Employees; * KRS Chapter 341 - Unemployment Compensation; * KRS Chapter 342 - Worker's Compensation

<u>KRS VIOLATION</u>	<u>DATE</u>	<u>STATE AGENCY</u>
_____	_____	_____
_____	_____	_____

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

AUTHORIZED SIGNATURE: _____ DATE: _____

NAME (Please Print Legibly): _____

FIRM: _____ FED ID OR SSN#: _____

STATE OF INCORPORATION: _____

PERMANENT ADDRESS: _____

STREET CITY STATE ZIP

CONTACT PERSON: _____ TITLE: _____

TELEPHONE NO: _____ FAX NO: _____ E-MAIL: _____

State of _____)
) SS
 County of _____)

The foregoing statement was sworn to me this _____ day of _____, 20____, by _____.

 (Notary Public)

My Commission expires: _____

This form must be notarized to be accepted