

**REQUEST FOR PROPOSALS**

**NS-59-12**

**PROCUREMENT SERVICES**

**RFP NS-59-12**

**Athletic Courtesy Vehicle Program**

**Proposals Due: October 12, 2012 at 2pm**



**August 13, 2012**

## **NOTICE OF RFP OPPORTUNITY**

### **BRIEF SCOPE OF WORK:**

This Request for Proposal (RFP) is issued to solicit proposals from qualified, experienced, financially sound and responsible firms for the purpose of providing three (3) New or Current Model Year vehicles with low mileage as approved by the Northern Kentucky University for the Northern Kentucky University Athletic Department.

### **PROJECT TIMETABLE:**

Invitation for Bid Issued	<b>September 26</b>
Last Date for Questions	<b>October 3, Noon EDT</b>
Addenda Issued (if applicable)	<b>October 4</b>
<b>BIDS DUE</b>	<b>October 12, 2012 at 2:00 pm EDT</b>

### **SUBMISSION:**

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:

Jeff Strunk, CPPO  
Director of Procurement Services  
Lucas Administrative Center, Suite 617  
1 Nunn Drive  
Northern Kentucky University  
Highland Heights, KY 41099

### **CONTACT FOR PROPOSAL PACKAGE**

RFP Package may be downloaded from Procurement Services Website:

<http://procurement.nku.edu/bid-quotes-rfps.html>

If you have downloaded this Request for Proposal, please contact Eli Baird so that you can be added to the planholders list and notified if there are any addenda.

Eli Baird  
Procurement Services, Bid Specialist  
Northern Kentucky University  
Lucas Administrative Center, 617  
Highland Heights, KY 41099  
Phone: 859.572.5266  
FAX: 859.572.6995  
E-mail: [bairde1@nku.edu](mailto:bairde1@nku.edu)

*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 Eli Baird, Procurement Services: Bairde1@nku.edu.*

**NORTHERN KENTUCKY UNIVERSITY  
ATHLETIC COURTESY VEHICLE PROGRAM  
RFP NS-59-12**

Both inner and outer envelopes/packages should bear respondent's name and address, and clearly marked on package(s) as follows:

**RFP NS-59-12  
ATHLETIC COURTESY VEHICLE PROGRAM**

Note: Proposals received after the closing date and time will not be considered.

**1.0 GENERAL OVERVIEW**

**1.1 Intent and Scope**

This Request for Proposal (RFP) is issued to solicit proposals from qualified, experienced, financially sound and responsible firms for the purpose of providing three (3) New or Current Model Year **mid-size (ex. Chevy Malib, Toyota Corolla)** vehicles with low mileage as approved by the Northern Kentucky University for the Northern Kentucky University Athletic Department. These vehicles will be used by the Northern Kentucky University athletic coaching staff, and athletic administrators for business and personal use. If mutually agreed by the Northern Kentucky University and the contractor(s), the vehicle may be exchanged with a similar type vehicle during the contract period in order to maintain low mileage on the vehicle.

**1.2 Background Information**

The Northern Kentucky University athletic department is willing to exchange athletic tickets and advertising for the right to use the vehicles. Ticket locations will be negotiated.

**2.0 PROPOSAL REQUIREMENTS**

**2.1 Project Timetable**

Request for Proposal Issued	August 13
Last Date for Questions	August 24
<b>RFP DUE</b>	<b>August 31</b>

**2.2 Submission**

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:

Jeff Strunk, CPPO  
Director of Procurement Services  
Lucas Administrative Center, Suite 617  
1 Nunn Drive  
Northern Kentucky University  
Highland Heights, KY 41099

**2.3 Preparation of Offers**

Offeror is expected to follow all specifications, terms, conditions, and instructions in this Request for Proposal. Offeror will furnish all information required by this solicitation.

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

An electronic version of the RFP is available through the Procurement Service Web site:  
<http://procurement.nku.edu/bid--quotes---rfps.html>

## **2.4 Proposal Submission and Deadline**

Offeror must provide (5) printed copies of each technical proposal under a sealed cover and one (1) printed unbound copy

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

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

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

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

From the issue date of this RFP until a Contractor is selected and a contract award is made, Offerors are not allowed to communicate about the subject of the RFP with any University administrator, faculty, staff, or members of the Board of Trustees except:

- The Purchasing Office representative, any University Purchasing Official representing the University administration, or others authorized in writing by the Purchasing Office.

## **2.5 Restrictions on Communications with University Staff (cont.)**

- University representatives during Offeror presentations.

If violation of this provision occurs, the University reserves the right to reject the Offeror's proposal.

## **2.6 Questions**

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 Eli Baird, Procurement Services: Bairde1@nku.edu.

## **3.0 PROPOSAL FORMAT , CONTENT AND EVALUATION CRITERIA**

### **3.1 Proposal Format, Content and Evaluation Criteria**

Proposals shall be organized into the sections identified below, and the offeror shall provide detailed information on each criteria.

The following list of criteria represents the items to be addressed in your proposal, and the evaluation factors that will be used to determine the most advantageous proposal(s) to the University.

**PRIMARY**

**3.2 Criteria 1 – Services Defined**

Provide New or Current Model Year **mid-size (ex. Chevy Malibu, Toyota Corolla)** vehicles with low mileage as approved by Northern Kentucky University for the Northern Kentucky University Athletic Department use. These vehicles will be used by the Northern Kentucky University athletic coaching staff, and athletic administrators for business and personal use. If mutually agreed by the Northern Kentucky University and the contractor(s), the vehicle may be exchanged with a similar type vehicle during the contract period in order to maintain low mileage on the vehicle.

**3.3 Criteria 2 – Financial Proposal**

The Financial Summary Form shall contain the complete financial offer made to the university.

**SECONDARY**

**3.4 Criteria 3-Other Additional Information (Optional)**

Please provide any additional information that the Offeror feels should be considered when evaluating their proposal.

The Offeror may present any creative approaches that might be appropriate. The Offeror may also provide supporting documentation that would be pertinent to this RFP.

**4.0 SPECIAL CONDITIONS**

**4.1 Contract Term**

The contract resulting from this RFP shall be effective at time of award for two years.

**4.2 Termination for Convenience**

The Northern Kentucky University, Division of Purchasing, reserves the right to terminate the resulting contract without cause with a thirty (30) day written notice. Upon receipt by the Contractor of “notice of termination”, the Contractor shall discontinue all services with respect to the applicable contract.

**4.3 Method of Award**

It is the intent of the University to award a contract to the qualified Offeror whose offer, conforming to the conditions and requirements of the RFP, is determined to be the most advantageous to the University, cost and other factors considered.

Notwithstanding the above, this RFP does not commit the University to contract for any requirements detailed in this document. The University reserves the right to reject any or all offers and to waive formalities and minor irregularities in the proposal received.

## **General RFP Background**

### **A. Addenda/Clarifications**

Any University changes to this RFP will be made by written addendum. Verbal modifications will not be binding. Questions or comments regarding this RFP must be in writing and must be received by Eli Baird no later than **2:00 PM EDT, August 24, 2012** (see page 2 for contact information). Inquiries will not be accepted after the above listed date and time.

### **B. 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.

### **C. 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.

### **D. 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.

### **E. 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.

### **F. Electronic Responses**

Electronic responses are not permitted.

### **G. Personal Services Contract**

If 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.”

**NORTHERN KENTUCKY UNIVERSITY  
ATHLETIC COURTESY VEHICLE PROGRAM  
RFP NS-59-12**

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

**Regarding Personal Service Contract Invoicing**

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

[http://procurement.nku.edu/departamental\\_forms/PSC\\_INVOICE\\_FORM.pdf](http://procurement.nku.edu/departamental_forms/PSC_INVOICE_FORM.pdf)

**H. 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.

**I. 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>.

**J. Northern Kentucky University - Overview**

Northern Kentucky University, located in the Greater Cincinnati metropolitan area about 7 miles south of downtown Cincinnati, was founded in 1968. The first building on the new campus in Highland Heights opened in August 1972. The campus sits on rolling land near the intersection of I-275 and I-471. Due to topography, many locations on campus have attractive views, including views of the Cincinnati skyline.

The university has sustained consistent growth through the years; unfortunately, physical resources have not kept pace with enrollment growth. Based upon 2009 data, NKU has 71 E&G ASF per FTE; similar Kentucky public institutions have an average of 137 E&G ASF per FTE (this average includes NKU). While primarily a commuter campus, NKU has 1,850 residence hall beds. NKU owns about 425 acres and has 3.3 million GSF. Today, with enrollment of nearly 15,748 students, Northern is now the second largest university in the Greater Cincinnati area.

For general information about NKU, visit: <http://admissions.nku.edu/why/index.php>. The university’s master plan can be downloaded, Executive Overview:

[http://campusplan.nku.edu/docs/NKU\\_Executive\\_Summary\\_Complete\\_102010.pdf](http://campusplan.nku.edu/docs/NKU_Executive_Summary_Complete_102010.pdf) or, the full report: [http://campusplan.nku.edu/docs/NKU\\_REPORT\\_Complete\\_102010.pdf](http://campusplan.nku.edu/docs/NKU_REPORT_Complete_102010.pdf).



## **AUTHENTICATION OF BID, STATEMENT OF NON-COLLUSION, NON-CONFLICT OF INTEREST AND BIDDER CERTIFICATIONS**

**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

**NORTHERN KENTUCKY UNIVERSITY  
ATHLETIC COURTESY VEHICLE PROGRAM  
RFP NS-59-12**

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.#: \_\_\_\_\_

PERMANENT ADDRESS:

\_\_\_\_\_

STREET	CITY	STATE	ZIP
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CONTACT PERSON: \_\_\_\_\_

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

TELEPHONE NO: \_\_\_\_\_ FAX NO: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

\*\*\*\*\*

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

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

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

\_\_\_\_\_  
(Notary Public)

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

***THIS DOCUMENT MUST BE NOTORIZED***

**FORM OF PROPOSAL**

**Equipment**

The Bidder agrees to furnish all equipment, delivery, and services required for **Athletic Courtesy Car Program (ex. Chevy Malibu, Toyota Corolla)** at Northern Kentucky University. This Request for Proposal (RFP) is issued to solicit proposals from qualified, experienced, financially sound and responsible firms for the purpose of providing three (3) New or Current Model Year **mid-size** vehicles with low mileage as approved by the Northern Kentucky University for the Northern Kentucky University Athletic Department. Please list multiple options below.

<b>Line Item</b>	<b>Qty</b>	<b>Make/Model</b>	<b>Year</b>	<b>Price per Month</b>
1	1			
2	1			
3	1			
4	1			
5	1			
6	1			
7	1			
			<b>TOTAL</b>	

THIS BID SUBMITTED BY:

\_\_\_\_\_  
(Company Name of Bidder)

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

No bidder may withdraw his bid for a period of thirty (30) days after the date set for the opening of bids. Clerical errors and omissions in the computation of the lump sum bid shall not be a cause for withdrawal of the bid without forfeit of bid bond. Bids may be withdrawn, in person only, prior to the closing date and time for the receipt of bids.

**NOTE:** *The Authentication of Bid and Statement of Non-Collusion and Non-Conflict of Interest must be properly executed for this Proposal to be valid. This Bidder, in compliance with this Request for Proposal, and having carefully examined the complete contract documents, as well as the specifications for the work as prepared by Northern Kentucky University, hereby proposes to furnish all labor, supervision, materials, supplies and services required to perform the specifics of the Contract Documents, within the time set forth herein and for*