

REQUEST FOR PROPOSALS

NKU-04-25



**Enterprise Resource Planning (ERP) & Reporting
Technology Replacement**

October 1, 2024

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

Proposal NO: NKU-04-25
Issue Date: October 1, 2024
Purchasing Officer: Blaine Gilmore
Phone: 859.572.6449

RETURN ORIGINAL COPY OF PROPOSAL TO:

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

**IMPORTANT: RFP RESPONSES MUST BE RECEIVED BY:
Friday 11/01/2024 BY 2:00 P.M. ET (HIGHLAND HEIGHTS, KY time).**

NOTICE OF REQUIREMENTS

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

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

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

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

SWORN STATEMENT OF COMPLIANCE WITH FINANCE LAWS

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

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

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

CERTIFICATION OF NON-SEGREGATED FACILITIES

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

RECIPROCAL PREFERENCE

- (1) Prior to a contract being awarded to the lowest responsible and responsive vendor on a contract by a public agency, a resident vendor of the Commonwealth shall be given a preference against a nonresident vendor registered in any state that gives or requires a preference to Vendors from that state. The preference shall be equal to the preference given or required by the state of the nonresident vendor.
- (2) A resident vendor is an individual, partnership, association, corporation, or other business entity that, on the date the contract is first advertised or announced as available for responding:
 - (a) Is authorized to transact business in the Commonwealth; and
 - (b) Has for one (1) year prior to and through the date of the advertisement, filed Kentucky corporate income taxes, made payments to the Kentucky unemployment insurance fund established in KRS 341.490, and maintained a Kentucky workers' compensation policy in effect.
- (3) A nonresident vendor is an individual, partnership, association, corporation, or other business entity that does not meet the requirements of subsection (2) of this section.
- (4) If a procurement determination results in a tie between a resident vendor and a nonresident vendor, preference shall be given to the resident vendor.

- (5) This section shall apply to all contracts funded or controlled in whole or in part by a public agency.
- (6) The Finance and Administration Cabinet shall maintain a list of states that give to or require a preference for their own resident vendors, including details of the preference given to such vendors, to be used by public agencies in determining resident vendor preferences. The cabinet shall also promulgate administrative regulations in accordance with KRS Chapter 13A establishing the procedure by which the preferences required by this section shall be given.
- (7) The preference for resident vendors shall not be given if the preference conflicts with federal law.
- (8) Any public agency soliciting or advertising for RFPs for contracts shall make KRS 45A.490 to 45A.494 part of the solicitation or advertisement for RFPs

DEFINITIONS

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

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

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

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

AUTHORIZED SIGNATURE: _____

NAME (Please Print Legibly): _____

TITLE: _____ DATE: _____

State of _____)

County of _____)

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

(Notary Public)

My Commission expires: _____

THIS DOCUMENT MUST BE NOTORIZED

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1.0 DEFINITIONS

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

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

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

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

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

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

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

The term "solicitation" means RFP.

The term "University" means Northern Kentucky University.

2.0 GENERAL OVERVIEW

2.1 Intent and Scope

Northern Kentucky University (NKU) intends to replace the current Enterprise Resource Planning (ERP) system that supports NKU's core business, academic, and operational functions and processes.

The general scope for replacing the ERP and reporting systems includes, but is not limited to:

- Human Capital Management (HCM) / Human Resource (HR) functions
- Financial (FI) functions
- Student Information System (SIS) functions, including international student requirements
- Financial Aid functions
- Research, Grants, and Contracts functions
- Reporting and Analytics functions
 - Reporting and Analytics capabilities should be real-time or near-real time
- Auditing and compliance requirements and reporting for state and federal laws and regulations
- Support of University accreditation requirements

Section 4.4: Project Scope contains the detailed description of the products and services required from the vendor(s).

2.2 Background Information

Northern Kentucky University delivers innovative, student-centered education and engages in impactful scholarly and creative endeavors, all of which empower our graduates to have fulfilling careers and meaningful lives, while contributing to the economic, civic, and social vitality of the region.

Northern Kentucky University (NKU) has approximately 2,500 full and part time faculty and staff employees serving about 15,000 enrolled students in undergraduate, graduate, and law programs. NKU offers traditional (on-campus), online, and accelerated online classes.

Northern Kentucky University (NKU) currently uses the on-premises SAP ECC Business Suite with HANA databases for Human Capital Management (HCM), Financials (FI), Student Lifecycle Management (SLCM, our student information system), Sigma to support Student Financial Aid, and reporting and analytics using SAP's Business Warehouse (BW), Business Intelligence (BI), BOBJ and SQL databases. SAP ECC is scheduled to become fully end-of-life in December 2030, with a reduction in support starting in January 2028. Many interfaced systems must also be considered.

NKU seeks to investigate, research, and replace the current ECC-based ERP system with a modern, scalable, and flexible Software as a Service (SaaS) "cloud" based system or set of systems that offer long-term (≥ 5 years) support and maintenance with capabilities to adjust as the University's operational needs change. Realistically, vendors should consider that the system will likely have an operational lifespan of 15-20 years. It is preferred that all components of the ERP system are replaced by December 2027, with a final, extended completion date of no later than December 31, 2030.

2.3 University Information

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

3.0 PROPOSAL REQUIREMENTS

3.1 Key Event Dates

Release of RFP	Tuesday 10/01/2024
Pre-Proposal Conference	2:30 p.m.- 3:30 p.m. Eastern Time Thursday 10/10/2024
Deadline for Written Questions	12:00 p.m.(noon) Eastern Time Wednesday, 10/16/2024
NKU Responses to Written Questions	4:30 p.m. Eastern Time Friday, 10/18/2024 * Projected time/date *
RFP Proposals Due	2:00 p.m. Eastern Time Friday, 11/01/2024
Contract Award	To be determined. Bids should have pricing guarantees of at least 120 days after the RFP proposal due date.

3.2 Offeror Communication

To ensure that RFP documentation and subsequent information (modifications, clarifications, addenda, Written Questions and Answers, etc.) are directed to the appropriate persons within the offeror’s firm, each offeror who intends to participate in this RFP is to provide the following information to the purchasing officer. Prompt, thorough compliance is in the best interest of the offeror. Failure to comply may result in incomplete or delayed communication of addenda or other vital information. Contact information is the responsibility of the offeror. Without prompt information, any communication shortfall shall reside with the offeror.

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

This information shall be transmitted via e-mail to:

Holly C. Vasquez
 Associate Director Procurement Services
 Northern Kentucky University
 617 Lucas Administrative Center
 Highland Heights, KY 41099
 Phone: 859-572-5171
 E-mail: vasquezh1@nku.edu

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

3.3 Pre-Proposal Conference

A pre-proposal conference will be held for this RFP.
The pre-proposal conference will be conducted via Zoom.

The meeting will be held Thursday 10/10/2024, at 2:30pm, ET, 1 hour duration

Zoom Meeting Link

<https://nku.zoom.us/j/9274638165?pwd=NmJWYUZiUjZ3VjJmWU9wQVlDVXY1QT09>

Meeting ID: 927 463 8165

Passcode: 586694

One tap mobile

+13126266799,,9274638165#,,,,*586694# US (Chicago)

+16465588656,,9274638165#,,,,*586694# US (New York)

Dial by your location

+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York)

+1 646 931 3860 US

+1 301 715 8592 US (Washington DC)

+1 305 224 1968 US

+1 309 205 3325 US

+1 719 359 4580 US

+1 253 205 0468 US

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 360 209 5623 US

+1 386 347 5053 US

+1 507 473 4847 US

+1 564 217 2000 US

+1 669 444 9171 US

+1 669 900 6833 US (San Jose)

+1 689 278 1000 US

Meeting ID: 927 463 8165

Passcode: 586694

Find local number: <https://nku.zoom.us/u/ayyq34MpV>

3.4 Offeror Presentations

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

3.5 Preparation of Offers

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

The offeror will furnish all information required by this solicitation.

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

An electronic version of the RFP, in .PDF format only, is available through Northern Kentucky University's Plan Room at:

https://www.nkuplanroom.com/View/ViewJobList.aspx?group_id=public_all

3.6 Proposal Submission and Deadline

Submit one (1) copy on an electronic storage device (CD or USB) clearly marked with the proposal number and name, firm name and what is included (Proposal) and one (1) printed original copy, printed double-sided (1 printed page per sheet side) of the proposal in a single package and addressed to:

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

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

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

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

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

3.7 Modification or Withdrawal of Offer

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

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

3.8 Acceptance or Rejection and Award of Proposal

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

3.9 Rejection

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

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

3.10 Addenda

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

3.11 Disclosure of Offeror's Response

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

Any submitted proposal shall remain valid for 120 days after the proposal due date.

3.12 Restrictions on Communications with University Staff

From the issue date of this RFP until a contractor is selected and a contract award is made, offerors are not allowed to communicate about the subject of the RFP with any University administrator, faculty, staff or members of the board of regents except anyone authorized in writing by the Office of Procurement Services and University representatives during offeror presentations. If violation of this provision occurs, the University reserves the right to reject the offeror's proposal. Due to the complexity and schedule of this project, the University may begin preliminary discussions with firms who in its sole discretion have the best chance of being awarded.

3.13 Cost of Preparing Proposal

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

3.14 Disposition of Proposals

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

3.15 Alternate Proposals

Offerors may submit alternate proposals. If more than one proposal is submitted, all must be complete (separate) and comply with the instructions set forth within this document. Each proposal will be evaluated on its own merits.

3.16 Questions

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

3.17 Section Titles in the RFP

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

3.18 No Contingent Fees

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

3.19 Proposal Addenda and Rules for Withdrawal

Prior to the date specified for receipt of offers, a submitted proposal may be withdrawn by submitting a written request for its withdrawal to the University purchasing office, signed by the

offeror. Unless requested by the University, the University will not accept revisions or alterations to proposals after the proposal due date.

4.0 PROPOSAL FORMAT AND CONTENT

4.1 Proposal Information and Criteria

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

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

- **Section A:** Table of Contents
- **Section B:** Signed Authentication of Proposal and Statement of Non-Collusion and Non-Conflict of Interest Form
- **Section C:** Executive Summary and Proposal Overview
- **Section D:** Proposal Details, addressing all criteria listed in Section 4.4 of the RFP, organized in the same numerical structure
- **Section E:** Addenda Acknowledgement (if applicable)

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

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

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

4.3 Executive Summary and Proposal Overview

This RFP focuses on the comprehensive preparation, planning, and migration activities of the current ERP and reporting technology and data to modern replacement ERP technology including people, process, and technology needs.

The vendor's technical and implementation offer should support NKU's "Success by Design" strategic plan to address the ongoing, evolving business, academic, and operational requirements of the University.

The Success by Design strategic plan can be found here:

<https://www.nku.edu/successbydesign.html>

Proposals are highly encouraged to frame responses with the following underlying principles:

- **Software/Process fit:** The software should serve the needs to fulfill all the processes detailed in this RFP. The software should have flexibility/configuration to account for specialization necessary for operational support with minimal overhead (i.e. low-code/no-code is preferred over full application development to achieve the same outcome)
- **Technical/Architectural fit:** The system(s) and service(s) that the ERP and reporting software runs upon must have the capability to interface/integrate well with existing and future University technology and infrastructure, preferring but not excluding minimal use of integration platforms.
- **Philosophical fit:** Solution vendors and implementation partners must be deeply familiar with the specialized and complex nature of higher education operations and how to efficiently and effectively meet the needs of the University's functions with technology and partnership that both compliments and guides the implementation to successful and cost-effective completion. Pricing should reflect exactly what the proposed solutions/services provide without added/hidden cost or bolt-on product requirements not already accounted for in the proposal pricing, or not resident in the proposed products or services natively.

4.4 Project Scope

4.4.1 Overview

Northern Kentucky University (NKU) intends to replace the current Enterprise Resource Planning (ERP) system that supports NKU's core business, academic, and operational functions and processes.

The scope for replacing the ERP and reporting systems includes, but is not limited to:

- Human Capital Management (HCM) / Human Resource (HR) functions
- Financial (FI) functions
- Student Information System (SIS) functions, including international student requirements
- Financial Aid functions
- Research, Grants, and Contracts functions
- Reporting and Analytics functions
 - Reporting and Analytics capabilities should be real-time or near-real time
- Auditing and compliance requirements and reporting for state and federal laws and regulations
- Support of University accreditation requirements

The ERP system should be able to clearly and demonstrably support higher education functionality and process requirements as part of the product's core competencies. Please note that only firms who clearly demonstrate that they have worked with numerous universities of similar or larger size and complexity as NKU will be considered.

The ERP and reporting systems should be easy to navigate and accomplish tasks for faculty, staff, and students alike. System interfaces should be instinctive to the user, and align processes to business outcomes efficiently in support of the student experience.

Vendors must be able to provide a complete, integrated system or set of systems that provide financial management, human capital management, payroll, and student information. While a complete, integrated single-vendor system is preferred, NKU will also evaluate a hybrid, "best in class" approach to integrate different vendor technologies to meet the needs of the University.

Implementation services and considerations must be addressed in the vendor proposals.

Vendor proposals should be inclusive, thoroughly descriptive, clear on pricing, and clear on capabilities to deliver all project scope details as described herein.

All aspects of this RFP are important to the success of this project and need to be properly accounted for; however, some elements are especially highly valued and are indicated with the verbiage: **“*** ... is a key success factor in the RFP evaluation”**

As-Is ERP / Reporting Technical Considerations

NKU uses SAP ECC 6.0 and SAP Business Warehouse applications running on HANA runtime databases for Finance (FI), Human Capital Management (HCM), Student LifeCycle Management (SLCM), and SAP Business Warehouse reporting capabilities. The current systems also provide degree audit, digital forms, workflow management and grants processing. Other integrated systems of note are (but not limited to):

- PBCS Oracle Budget Software
- PeopleAdmin, employee recruiting, hiring
- TalentEd, Talent management, training
- Slate, select student recruiting and admissions processes
- Sigma, financial aid processing
- Risk Aware, I9 completion and personnel background checks
- Canvas, Learning Management System (LMS)
- Sia Airr, Transcript processing
- Ad Astra Classroom Scheduling
- Adirondack, student housing assignment management
- Accruent (EMS) Non-Academic/University facility scheduling software
- IvyAI, chatbots
- Weave, assessment software
- PaymentWorks, vendor on-boarding
- TeamDynamix, ticketing / incident tracking, request workflow, contract management f/ vendors
- Document imaging, including ImageNow/Perceptive Content
- ADFS and SAML, user and computer authentication services

To-Be Operational State / Vision

First and foremost, the system should be an easy, value added net promoter for all students, whether they are remote only, hybrid, on-campus, or in an accelerated program. The student experience should be first-class, complete, comprehensive, and interactive.

Likewise, the system should support and promote standardized, optimized business and academic processes with consistency as core to the look, feel and function of the software for NKU faculty and staff. Inefficiencies and redundancies with integrated systems should be eliminated or replaced whenever possible.

The system should promote self-service and self-management of activities and transactions for faculty, staff, and students. Administrative and data collection tasks should be automated and/or abstracted from the user when possible.

The system should be “data centric” – recognizing that reporting and analytics are core competencies for decision-making and to maintain competitiveness in the higher education market, the system should be highly flexible for integrated data sharing, while also being granular and easy to maintain security and compliance with state and federal regulations.

The system must support student lifecycle activities, and billing for undergraduate, graduate, doctorate, law, traditional online and accelerated on line (AOL.) programs. The system needs to be able to bill against standard and non-standard (sub-sessions) billing cycles.

The system should demonstrate the vendor’s ongoing commitment to security, scalability, and modernization. As the University grows and contracts each year, it is important for the system to be able to provide first-class services to faculty, staff, and students who work with it, while simultaneously keeping pace with the ever-changing security and device landscape, without significant overhead or time delays. Requested changes to ongoing costs and services should likewise be quick and adaptable for the University’s ongoing expansion and contraction to maintain competitiveness in the higher education market.

4.4.2 Technology

**** Technology is a key success factor in the RFP evaluation**

NKU seeks to move to a Software-as-a-Service (SaaS) “cloud” model of ERP operations. Core functions and business processes of the ERP technology should include, but is not limited to the following functionality that should be detailed in the RFP response:

- Human Capital Management (HCM) / Human Resource (HR) functions
 - Benefits administration
 - Employee data management
 - Personnel Form and Workflow Management
 - Organizational Structure Management
 - Payroll
 - Benefit Administration
 - Wellness Administration
 - Applicant Management
 - Recruiting /Talent Acquisition
 - Onboarding with Applicant Tracking Integration
 - Offboarding
 - Compensation Administration
 - Salary Survey Management
 - Job Description Management
 - Talent management
 - Learning/Training and Development
 - Performance Management and Feedback
 - Succession planning
 - Reporting and Analytics (workforce analytics)
 - Concurrent/Dual Employment Management
 - Time and Attendance Management
 - Employee and Manager Self Service
 - Leave of Absence Management
 - Compliance
 - Background Checks
 - I9 Form Management
 - Employee Engagement
 - Employee Communication Tools
 - Virtual HR assistant/Chat Bot

- Financial (FI) functions
 - Accounting-general ledger with sub-ledger integration
 - Accounts payable function-invoice, receiving, PO (Purchase Order) match
 - Non-student accounts receivable, billing
 - Project accounting; Construction in progress
 - Inventory and asset management
 - Period closing functions

- Travel authorization/reimbursement management
- Cash management
- Capital and operational budgeting
- Financial planning/forecasting; short-term and long term
- Budget scenario building/modeling
- Position budgeting including commitment management
- Budgetary control functions
- Web-based portals-vendors, customers
- Vendor onboarding
- Conference management/community events; noncredit courses
- Procurement-purchase requisition, purchase order, change order
- Bid management; templates, automated tabulation
- Purchase requisition creation; Shopping cart model
- Contract management
- Financial reporting-including financial statements; dashboards
- Tax reporting
- Property and leasing
- Student Information System (SIS) functions
 - Admissions
 - Interfaces to external applications including but not limited to: Slate, Airr (transfer credit evaluation and articulation) and Perceptive Content (paperless / imaging methods)
 - Student billing and financial management
 - Registration
 - Advising
 - Records
 - Grading and assessments
 - Final grades processing and records updating
 - Degree checkout with Degree Audit and Course Planning
 - International student requirements
 - Class schedule production and classroom management
 - Portal for students and faculty advisors
 - Support for academic advisors, including online education and VA benefits
 - Sub-session processing within a semester
 - Support for Competency-Based Education framework and technical integration capabilities
 - Flexible tuition calculation by program, residency, delivery, etc.
 - Student billing -by session; semester; etc.
 - Student installment plans- multiple plans and terms
 - Third party billing functionality
 - Electronic payment and refund capabilities
 - Cashiering functions; credit card, e-check, cash for students/nonstudents
 - Student account management,
 - PREFERRED: Single SIS instances for different student types (undergrad, grad, law, AP, etc.)
 - PREFERRED: Single identity record-keeping: One record for a person who holds/had multiple roles or positions at the University
- Financial Aid functions
 - Scholarships
 - Grants management
 - Student and parent loan management
 - Work study
- Research, Grants, and Contracts functions
 - Pre-award
 - Post-Award
 - Time & Effort certification
 - Multiyear award management
 - Budgeting
 - Cost share tracking
 - Program revenue

- Schedule of Federal Award creation
- Integration with pre-award process
- Reporting and Analytics functions
 - Real-time and near-real time as much as possible
 - Data lake, data warehouse and data mart considerations / integrations
 - Reporting, Dashboarding and data analytics
 - Key performance indicators (KPIs)
 - Key risk indicators (KRIs)
 - Student enrollment and performance metrics
 - Granularity, such as number of tenured faculty, rank status, and length of employment
 - Technical / System operational reporting and metrics
 - Employee and business/institutional operational performance metrics
- Auditing and compliance requirements and reporting for state and federal laws and regulations, including but not limited to the following:
 - FERPA (Family Educational Rights and Privacy Act)
 - GLBA (Gramm-Leach-Bliley Act)
 - PCI-DSS (Payment Card Industry Data Security Standard)
 - HIPAA (Health Insurance Portability and Accountability Act)
 - Support of accreditation, licensure, regulatory and program requirements deemed necessary by the University, including but not limited to Southern Association of Colleges and Schools Commission on Colleges (SACSCOC), Council for Post-Secondary Education (CPE), faculty credentialing etc.
- Other Important Considerations, for potential integration with the new ERP solution
 - Identity and Access Management / Governance integration with services like ADFS, AzureAD, Entra ID, Okta, and/or SailPoint Identity products.
 - Sentinel or Splunk, for centralized logging and SIEM functionality
 - Dynatrace for performance management
 - EAB Navigate
 - Handshake, student employment/internship
 - Ansible for provisioning, deployment, and management
 - Workato, Boomi etc. for workflow and process automation, data integration, and application connectivity
 - Geographical location / isolation

4.4.3 Integrations & Potential Hybridization / Composability

The vendor should ensure easy and efficient integration between disparate systems for proper data handling and workflow processes. Vendors should describe options or have an evaluation process to replace, consolidate, or integrate with current business and academic support systems like Slate, EAB Navigate, Payment Works, Blackbaud, etc. Vendor should describe considerations on how easy/hard to implement/integrate with other products. Vendors should describe process and technical capabilities and/or limitations if partial selections of Vendor's services are selected to serve specific ERP or reporting functions instead of the full ERP or reporting service suite.

4.4.4 Pre-Production / Sandbox / Test-Dev Environment Requirements

Vendors should describe if/how non-production systems used for testing, configuration, or development work are handled by or on behalf of the University. This should include any relevant descriptions of DevOps or DevSecOps used to support and deliver the production system and services.

4.4.5 Information Security

Vendors must provide details on their security and compliance programs, ensuring ongoing security and confidentiality of NKU data stored, processed, or transmitted. Vendors should demonstrate adherence to NIST or ISO frameworks and standard industry best practices for security and privacy. Vendors must be able to supply any existing industry standard reporting for compliance or security such as SOC 2, type 2/type 3 reports, HECVAT/SIG questionnaires etc. as requested by the NKU CISO. The winning vendor(s) will be subjected to follow NKU policies regarding technology vendor management and support periodic security reviews by NKU to ensure the Vendor is providing appropriate, ongoing security and compliance practices. Proposals should include Data Breach protocols or plans, including details on notification expectations to NKU.

4.4.6 Ongoing Product Management

Vendors should describe their historical and future roadmaps, product maturity levels, update cycles (security plus functionality), and commitments/investments to innovation. The technology should have at minimum a five (5) year or more support and maintenance lifecycle. Proposals should include documented details for Upgrade / Maintenance cycles, including any associated downtime.

4.4.7 Disaster Recovery / Operational Resiliency

Disaster Recovery and/or Business Continuity should be included in the RFP response with details on failover methods, recovery / resiliency options, and recovery time objectives (RTOs) and recovery point objectives (RPOs) as relevant to the technology product and/or services. Geographic diversity for disaster recovery should be included in the RFP response.

4.4.8 Artificial Intelligence

Vendors should identify current and future operations or plans for use of artificial intelligence (AI) technologies that will support the ERP, reporting and other functions or workloads in the solution. Vendors should describe how they do/will use AI as a part of the solution that are controlled directly by the University as well as any indirect uses of AI in the system. Provide specific details for the AI-powered features or add-on products or services that complement the core ERP or reporting technologies, with clarification on costs and any ingress/egress data transfer requirements. Vendors should describe if/how they will apply AI technologies to NKU data for their own purposes, what options NKU has to accept/reject such AI usage, and how AI security and privacy is handled to prevent misuse or incidents.

4.4.9 Data Management

Data management, governance, and data archival details should be included in the RFP response. The system's data management components should ensure data integrity, consistency, and availability. Data sharing capabilities should be secure, yet flexible in order to support the unique requirements of the evolving classroom and learning technology landscape. The system should support simplified and automated data management processes. Vendors should explain how data is stored, who and what has access to the University's data while stored in the system, and how changes to University data access or management is/will be communicated to the University. Vendors should describe options or requirements for data transfer or archival activities. Vendors should explain timeframes and file formats for data returned to NKU if/when the end of the contract or relationship occurs.

4.4.10 Project Management**** Project Management is a key success factor in the RFP evaluation**

NKU will provide one or more project managers to help with planning, documentation, and supporting the ERP implementation. The vendor or vendor and/or the implementation partner must provide project management or similar coordination resources from preparation/planning stages through the completion of the implementation to ensure the success of the project. Project Management efforts should produce documentation and reporting on timelines, strategic gate checks, and other relevant measurable and reportable deliverables.

4.4.11 Change Management**** Change Management is a key success factor in the RFP evaluation**

NKU performs change management processes to help with planning, documentation, and supporting technical and organizational changes. It is expected that the vendor or vendor will lead the technical and organizational change management processes to ensure the success and adoption of the project.

4.4.12 Project-Related Travel / Onsite and Offsite Support

Given that technology allows for work to be conducted anytime and anyplace utilizing remote access and teleconferencing capabilities, vendors should provide details and costs for their physical and virtual presence model and support expectations through the entire project. Travel considerations and cost details should be clearly explained in the proposal. It is expected that the vendor and any relevant sub-contractor(s); as necessary, will work within the standard University hours of 8am – 5pm Eastern Daylight/Standard time zone. Off-standard hour work should be occasionally expected to meet project milestones and deadlines; details and costs associated with such work should be clearly explained in the proposal.

4.4.13 Implementation Partnership**** Implementation Partnership is a key success factor in the RFP evaluation**

RFP responses should clearly account for:

- Product and/or service implementation and implementation partnerships and services needed to implement the ERP technology.
- Any consulting services necessary to address NKU's business and academic process requirements.
- Vendors may submit multiple RFP responses with alternative implementation partners.

Implementation Partners should be familiar with higher education process and operational needs. RFP responses should include description and details for implementation services for every system included in the RFP response. Implementation can be provided by either the ERP vendor, or by an implementation vendor authorized or certified by the ERP vendor. The implementation and the implementation partner are integral to the success of the project and change management processes and therefore are expected to provide detailed planning, operational, and lessons documents as well as close partnership participation during implementation events.

4.4.13.1 Reciprocal Partnership Requirements

Vendors and Implementation Partners should clarify what (if any) specific technical, business process mapping, process re-engineering, or personnel requirements that are necessary for the University to provide, adopt, or adhere to in order to successfully implement the system(s).

4.4.14 Training / Knowledge Transfer

Part of the deliverables should include knowledge transfer from vendor/implementation partner to relevant NKU employees to ensure competent operation and support of the systems. Vendor or authorized partner must provide training or other support resources for faculty, staff, and students to become reasonably proficient in the use of the system(s), data, and tools of the new system(s). NKU Subject Matter Experts (SMEs) in relevant departments will be actively participating in the implementation, therefore training should be ongoing and consistent with the goals of the project.

4.4.15 Contracts and Other Relationship Obligations

Proposals should include or be able to provide documented details for:

- Operational Service Level Agreements (SLAs)
- Contractual / customer obligations

Contracts, Statements of Work (SOWs), or other service agreements need to provide flexibility to efficiently add, remove, or change service requirements and costs based on the needs of the University. Such changes should not cause undue complications or time delays in adjusting and executing the agreement(s).

4.4.16 Costs

**** Cost management is a key success factor in the RFP evaluation**

Line item or granular pricing is preferred when possible. Product bundling for the purpose of cost discounts/reduction should include descriptive language so that NKU can clearly understand cost models of products and/or services.

- Clearly account for all costs of the technology products, platforms, and/or services, including all necessary software subscriptions, support, and maintenance.
- Include descriptions for cost forecasting and/or “true up” processes for ongoing costs and cost increases/decreases (i.e., how do ongoing costs change due to user growth or shrink, and account for inflation through the life of the engagement?)
- Clearly account for disaster recovery / business continuity costs, and options as necessary
- Clearly account for work and costs of data management, governance, and data archival
- Clearly account for work and costs of project management
- Clearly account for work and costs of change management
- Clearly account for any security or compliance needs/requirements
- Clearly account for third-party software/service/“middleware” integration requirements
- Clearly account for work and costs of Artificial Intelligence usage
- Clearly account for work and costs of product and/or service implementation and/or implementation partnerships and services needed to implement the ERP technology. Vendors may submit multiple RFP responses with alternative implementation partners.
- Clearly account for work and costs of any consulting services necessary to address NKU’s business and academic process requirements.
- Clearly account for work and costs of training or other support resources for faculty, staff, and students to become reasonably proficient in the use of the system(s), data, and tools of the new system(s)
- Estimated pricing should attempt to include qualifications and tolerance/margins based on variables or unknowns as identified by the vendor.
- An “all-in” cost or “not to exceed” cost, with line-item breakdown to complete the entire project with all associated costs for technology and implementation is preferred and should be documented in the RFP response if possible.

4.4.17 References

- Three (3) or more references from universities of similar or larger size and complexity as NKU must be provided with the proposal.
- Higher Education references that most closely and successfully align to NKU's ERP and reporting needs will likely improve the submission's evaluation score. Higher Education references should try to match the faculty, staff, and student populations, programs and goals of NKU as closely as possible.

5.0 EVALUATION CRITERIA PROCESS

The following basic criteria applies, but is not limited, to measure the vendor's response(s).

Category	Evaluation Criteria	Weighted Score
Technology / Technical Products & Platforms / Integration, Configuration, and Development Technical Capabilities	<ul style="list-style-type: none"> • Ability to deliver the technical requirements through practical demonstration • Completeness of product functional capabilities • Demonstrate workflow, operational, compliance, and reporting capabilities matched to NKU's needs in Section 4.4 • Ability to show real-world, relevant digital business processes in action in their system(s) • Ability to keep pace with ERP needs of University operations over long periods of time • Ability to extend (new functionality), grow, or shrink technical platform in a timely and cost-effective manner (i.e. capacity on demand capabilities) 	20%
Relevant Experience / Demonstrated Capabilities Implementation Partner / Qualifications	<ul style="list-style-type: none"> • Adherence to the project's underlying principles (Outlined in section 4.3) • Higher Education, especially similar University experience • Implementation partnership criteria as demonstrated through previous engagement success, lessons-learned etc. • Proof of success to deliver with focus on key success factors • Competent, skilled staffing – Implementation partner 	20%
Project Plan, Approach, and Timeline	<ul style="list-style-type: none"> • Completeness and details of project plan • Structured approach to implementation to maximize time and effort in an efficient and cost-effective manner • Reasonable timelines for project/operational milestones and overall project completion, accounting for projected NKU staffing levels • Proof of success to deliver, with focus on key success factors 	25%
Cost, Contracts and Ongoing Maintenance	<ul style="list-style-type: none"> • Detailed one-time software costs • Detailed subscription costs • Detailed "add-on" costs, indicating inclusion or exclusion in the offer • Detailed breakdown costs for Implementation Partnership(s) • Detailed ingress/egress costs for multi-tenant or same tenant data transfer costs • Detailed options for compute or other metered usage, if applicable • Description of how ongoing service cost changes are identified and handled through the life of the engagement 	25%
References	<ul style="list-style-type: none"> • Real-world proof of completed, successful projects of similar size/shape/requirements performed for Universities • Ability to stay within budget • Ability to deliver milestones/important deliverables on time • Ability to meet project requirements • Post-implementation success 	10%

A committee of University officials will evaluate proposals and make a recommendation to the purchasing agent. The evaluation will be based upon the information provided in the proposal, additional information requested by the University for clarification, information obtained from references and independent sources and oral presentations (if requested).

Proposals will be evaluated strictly in accordance with the requirements set forth in this solicitation, including any addenda that are issued. The University will award the contract to the responsible offeror whose proposal is determined to be the most advantageous to the University, taking into consideration the evaluation factors set forth in this RFP.

The evaluation of proposals will include consideration of responses to the list of criteria in Section 4.0. Offerors must specifically address all criteria in their response.

The University will evaluate proposals as submitted and may not notify offerors of deficiencies in their responses.

A proposal may be rejected if it is conditional or incomplete in the judgment of the University.

6.0 SPECIAL CONDITIONS**6.1 Contract Term**

The contract terms and related work agreements resulting from this RFP will be mutually determined between the vendor(s) and NKU at an appropriate time.

6.2 Effective Date

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

6.3 Competitive Negotiation

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

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

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

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

6.4 Appearance Before Committee

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

6.5 Additions, Deletions or Contract Changes

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

6.6 Contractor Cooperation in Related Efforts

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

6.7 Entire Agreement

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

6.8 Governing Law

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

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

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

6.10 Termination for Convenience

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

6.11 Termination for Non-Performance

Default

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

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

Demand for Assurances

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

Notification

The University will provide ten (10) calendar days written notice of default. Unless arrangements are made to correct the non-performance issues to the University's satisfaction within ten (10)

calendar days, the University may terminate the contract by giving forty-five (45) days notice, by registered or certified mail, of its intent to cancel this contract.

6.12 Funding Out

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

6.13 Prime Contractor Responsibility

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

6.14 Assignment and Subcontracting

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

6.15 Permits, Licenses, Taxes

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

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

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

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

6.16 Attorneys' Fees

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

6.17 Royalties, Patents, Copyrights and Trademarks

The Contractor shall pay all applicable royalties and license fees. If a particular process, products or device is specified in the contract documents and it is known to be subject to patent rights or

copyrights, the existence of such rights shall be disclosed in the contract documents and the Contractor is responsible for payment of all associated royalties. To the fullest extent permitted by law the Contractor shall indemnify, hold the University harmless, and defend all suits, claims, losses, damages or liability resulting from any infringement of patent, copyright, and trademark rights resulting from the incorporation in the Work or device specified in the Contract Documents.

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

6.18 Indemnification

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

6.19 Insurance and Bonding

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

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

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

Our basic insurance requirements are:

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

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

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

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

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

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

100% Payment and Performance Bonding is required before a contract can be signed or work can begin.

6.20 Method of Award

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

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

6.21 Reciprocal Preference

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

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

6.22 Reports and Auditing

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

6.23 Confidentiality

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

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

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

6.24 Conflict of Interest

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

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

6.25 Extending Contract

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

6.26 Personal Service Contract Policies

A portion of 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 your convenience we have added fields so that it can be filled in online and printed. This form can be located on NKU's Procurement Services website at: <https://apps.legislature.ky.gov/moreinfo/contracts/PSC%20INVOICE%20FORM.pdf>