

**REQUEST FOR PROPOSALS**

**NKU-36-19**



**Banking and Financial Services**

**August 2, 2019**

**Proposal NO:** NKU-36-19  
**Issue Date:** August, 2, 2019  
**Title:** Banking and Financial Services  
**Purchasing Officer:** Blaine Gilmore  
**Phone:** 859.572.6449

**RETURN ORIGINAL COPY OF PROPOSAL TO:**

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

**IMPORTANT: BIDS MUST BE RECEIVED BY: 09/05/2019 BEFORE 2:00 P.M. HIGHLAND HEIGHTS, KY time.**

NOTICE OF REQUIREMENTS

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

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

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

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

SWORN STATEMENT OF COMPLIANCE WITH FINANCE LAWS

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

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

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

CERTIFICATION OF NON-SEGREGATED FACILITIES

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

RECIPROCAL PREFERENCE

- (1) Prior to a contract being awarded to the lowest responsible and responsive bidder on a contract by a public agency, a resident bidder of the Commonwealth shall be given a preference against a nonresident bidder registered in any state that gives or requires a preference to bidders from that state. The preference shall be equal to the preference given or required by the state of the nonresident bidder.
- (2) A resident bidder is an individual, partnership, association, corporation, or other business entity that, on the date the contract is first advertised or announced as available for bidding:
  - (a) Is authorized to transact business in the Commonwealth; and
  - (b) Has for one (1) year prior to and through the date of the advertisement, filed Kentucky corporate income taxes, made payments to the Kentucky unemployment insurance fund established in KRS 341.490, and maintained a Kentucky workers' compensation policy in effect.
- (3) A nonresident bidder is an individual, partnership, association, corporation, or other business entity that does not meet the requirements of subsection (2) of this section.
- (4) If a procurement determination results in a tie between a resident bidder and a nonresident bidder, preference shall be given to the resident bidder.
- (5) This section shall apply to all contracts funded or controlled in whole or in part by a public agency.
- (6) The Finance and Administration Cabinet shall maintain a list of states that give to or require a preference for their own resident bidders, including details of the preference given to such bidders, to be used by public agencies in determining resident bidder preferences. The cabinet shall also promulgate administrative regulations in accordance with KRS Chapter 13A establishing the procedure by which the preferences required by this section shall be given.
- (7) The preference for resident bidders shall not be given if the preference conflicts with federal law.
- (8) Any public agency soliciting or advertising for bids for contracts shall make KRS 45A.490 to 45A.494 part of the solicitation or advertisement for bids

DEFINITIONS

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

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

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 BID 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***

**Submittal of Proposals**

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

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

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

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

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

Blaine Gilmore  
Director, Procurement Services  
Lucas Administrative Center, Suite 617  
1 Nunn Drive  
Northern Kentucky University  
Highland Heights, KY 41099  
[gilmoreb@nku.edu](mailto:gilmoreb@nku.edu)

***NOTE: Information relative to this project obtained from other sources, including other university administration, faculty or staff may not be accurate, will not be considered binding and could adversely affect the potential for selection of your proposal.***

**Northern Kentucky University  
REQUEST FOR PROPOSAL  
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**1.0 DEFINITIONS**

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

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

The terms "**offer**" or "**proposal**" mean the Offeror's/Offerors' 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 agency**" means Northern Kentucky University, Procurement Services

The term "**RFP**" means Request for Proposal.

The term "**solicitation**" means RFP.

The term "**University**" means Northern Kentucky University

## **2.0 GENERAL OVERVIEW**

### **2.1 Intent and Scope**

Northern Kentucky University is seeking sealed proposals for a long term strategic partner for banking treasury management/depository and other financial services. The University is currently under contract for University ID Card (3/31/2020), Branch Bank Services (3/31/2020), and Procurement Card (4/30/2020). Offeror may propose to provide any one, any combination, or a comprehensive full suite of services. The University reserves the right to award these services separately or as any combination as it deems in its best interest. Proposals may include other additional services such as Electronic Payment Services, Travel Card, Payroll Card, Gift Card Services, or any other services as a part of a suite of services. The University reserves the right to include or exclude additional services in the future as its contracts for these services expire or as otherwise deemed warranted as in the best interest of the University. . Northern Kentucky University currently uses SAP for its Financials, Human Resources, and Student ERP systems. This contract will be for an Initial Term of seven (7) years with renewals for three (3) additional one (1) year terms.

This RFP is being issued to replace existing basic treasury banking functionality currently provided under separate contracts but is willing to explore other more technically advanced and creative options that will make the services provided to the University by existing contractor(s) more efficient while aligning contract dates and enhancing our various purchasing and vendor capabilities. The University desires proposals that offer solutions that are tailored to our financial service's needs. Offerors are encouraged to look beyond the current generation of products and services and to design solutions which will parallel the next phase of our development as a 21<sup>st</sup> century academic institution and community partner. Using your category insights and long-term strategic partnership goal, please provide innovative concepts and other services which add value to your firm's proposal. Describe any new services or ideas that will enhance the University's use of banking services.

The successful Offeror(s), will enter into a contract(s) with the University that provides for the performance of all the conditions and requirements stated within this RFP. Any proposed conditions and requirements of the Offeror may be considered by the University if they are determined to be in its best interest. The general and technical requirements specifications, together with the related information and any addenda, comprise the requirements for these services.

Additionally the University desires to establish a financial return to the University based upon the breadth and economies of scale in associating volume of the services described along with an aggressive strategic partnership offering investments designed to benefit both the University and the awarded service provider. The value of any partnership offer will be examined in the overall context of service quality and cost.

### **2.2 University Information**

Founded in 1968, NKU enrolls more than 14,000 students, with 2,000 students living on campus. Named among "America's Top Colleges" by Forbes for 10 consecutive years, NKU is noted for its commitment to excellence in the classroom; innovative and nationally-ranked academic programs; commitment to equity, diversity and inclusion; and for leading the way in regional stewardship and service learning. In its first year of eligibility for NCAA Division I championships the Norse had two teams qualify for their

respective championship – women’s soccer and men’s basketball. For 12 consecutive semesters, our student-athletes have also posted a cumulative GPA of 3.0 or better.

NKU offers 76 undergraduate, 23 master’s programs, two professional doctorates and a juris doctor. The university features seven colleges – the College of Arts & Sciences, the Haile/US Bank College of Business, the College of Education, the College of Health & Human Services, the College of Informatics, the Salmon P. Chase College of Law and the Honors College. The College of Arts & Sciences is also home to our nationally-known School of the Arts.

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

In 2018, NKU opened a new academic facility, the Health Innovation Center, home to the Institute for Health Innovation, the College of Health & Human Services and the corresponding transdisciplinary programs that position us to address critical population health challenges, like the opioid epidemic, confronting our region and the nation. In August 2019, NKU will be home to the University of Kentucky’s College of Medicine – Northern Kentucky Campus, in partnership with UK and St. Elizabeth Healthcare.

The University recently unveiled *Success by Design*, NKU’s strategic framework that focuses on advancing student success aligned with the needs of our region. *Success by Design* is our roadmap to increase access, achieve higher levels of completion and advance opportunities for career and community engagement for all learners. NKU’s vision is to be a student-ready and regionally engaged university that empowers diverse learners for economic and social mobility.

NKU, in partnership with development partner Fairmount Properties, is currently building an approximate 15 acre mixed-use development at U.S. 27 and Nunn Drive, the campus gateway. The pedestrian-scaled, mixed-use “town center” style district, with an overall construction value of about \$112 million, has long been a priority of NKU and the Highland Heights community. The goal is to create a fresh new entry to campus that addresses our students’ desire for walkable amenities, while at the same time enhancing our Highland Heights community. Currently under construction on the north side of the Nunn Drive is a 65,000 square foot, three-level medical office building to be occupied by St Elizabeth Healthcare and OrthoCincy. Expected to be complete in spring 2020, the medical office building is owned by St Elizabeth Healthcare and the site is ground leased to that entity.

The mixed-use district on the south side of Nunn Drive, between Nunn Drive and Marshal Lane, is expected to include 35,000 square feet of retail and restaurant space, 30,000 square feet of office space, a 115-room hotel, 225,000 square feet of market-rate apartments, and a two level parking garage. Construction on the mixed-used development site could begin as early as spring 2020. Fairmount is developing the site for future tenants on NKU land, using long-term ground leases.



### **2.3 Northern Kentucky University Foundation Inc. Information**

Northern Kentucky University Foundation, Inc. is a corporation formed to provide support for and promotion of the educational, civic, and charitable purpose of the University. The banking services requirements for the Foundation are included in this request for proposal. Should the Foundation decide not to accept the banking services provider(s) selected by the University, it reserves the right to negotiate with other Offerors on this RFP and award independently from the University.

## **3.0 *PROPOSAL REQUIREMENTS***

### **3.1 Key Event Dates**

Release of RFP	8/2/19
Pre-Proposal Conference	8/8/19
Deadline for Written Questions	8/15/19
Written Responses Due	8/22/19
RFP Proposals Due	9/5/19
Offeror Presentations (If Needed)*	9/12/19
RFP Award*	9/30/19

\*Projected Dates are subject to change\*

### **3.2 Authority to Contract**

Offeror and the Principal signing on its behalf, certify that it is validly organized with authority to do business and perform the terms hereunder, is qualified to do business in Kentucky if applicable, and is not prohibited from entering into or performing the terms of this agreement for any reason.

### **3.3 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. 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 the prompt information, any communication shortfall shall reside with the Offeror.

The following information shall be transmitted via e-mail to:

Ryan Straus, Procurement Services  
Northern Kentucky University  
E-mail: [strausr2@nku.edu](mailto:strausr2@nku.edu)

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

### **3.4 Pre-Proposal Conference**

A pre-proposal conference will be held 08/08/19 in Lucas Admin. Center Room 506 at 2:00 PM.

The following items should be noted in reference to the pre-proposal conference:

- Attendance at the Pre-Proposal conference is optional.
- Offerors are requested to send a maximum 3 representative to this Pre-Proposal Conference.
- At this conference, the scope/requirement of services will be discussed along with submission requirements by Offerors.
- Begin the Question, Answer and Clarification phase of the RFP process.
- Offerors must submit detailed questions in written format after the conference. The University will prepare written responses to all questions submitted and make them available to all Offerors in the form of addenda. The questions and answers will be made part of the RFP and become part of the contract as applicable with the successful Offeror. Answers given orally at the conference are not binding on the University.

### **3.5 Interview, Presentation & Negotiation Sessions**

Request for additional information, interviews/presentations may be required with any Offeror submitting a responsive proposal. The University does however reserve the right to limit any on-campus and /or teleconference interviews to the top two or three evaluated proposals, or may elect to proceed with contract negotiations with the highest evaluated proposal if deemed to be in the best interest of the University and that proposal was clearly the best/only proposal received. Should negotiations with the highest evaluated proposal fail to produce a formalized contract, the University reserves the right to enter into negotiations with the next highest evaluated proposal or cancel the original RFP whichever would best serve the interest of the University. Regardless, all proposals and additional sessions shall be governed by KRS45A.085.

### **3.6      Preparation of Offers**

Each Offeror shall furnish the information required by the solicitation. The Offeror shall sign the solicitation and print or type their Name, Company Name, Address, Telephone Number and Date. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent are to be accompanied by evidence of their authority unless such evidence has been previously furnished to the University.

In the interest of supporting Northern Kentucky University's initiative to reduce waste and extraneous use of natural resources, the University is requesting the following:

- All proposals should be submitted on two-sided recycled paper containing 30% post-consumer waste whenever possible.
- Offeror should refrain from using excessive and unnecessary packaging when shipping or mailing their responses.
- Offeror should refrain from using superfluous binders where possible, especially for the copies being requested.
- Offeror should present peripheral information (i.e. company and product brochures) on flash drive whenever practicable.

An electronic version of the RFP, attachments, enclosures, and addenda is available through the NKU Planroom:

[www.nkupanroom.com](http://www.nkupanroom.com)

### **3.7      Proposed Deviations from the RFP**

The stated requirements appearing elsewhere in this RFP shall become a part of the terms and conditions of any resulting contract. Any deviations therefrom must be specifically defined in accordance with the transmittal letter, Section 4.3. If accepted by the University, the deviations shall become part of the contract, but such deviations must not be in conflict with the basic nature of this RFP.

Note: Offerors shall not submit their standard terms and conditions as exceptions to the University's General Terms and Conditions. Each exception to the University's General Terms and Conditions shall be individually addressed.

### **3.8      Proposal Submission and Deadline**

Offeror must provide the following materials to Northern Kentucky University by the date specified in Section 3.1 and addressed as referenced above:

- One (1) Original Copy, One (1) electronic copy on Flash Drive and twelve (12) printed copies of the proposal under a sealed cover

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

Proposals shall be enclosed in sealed packages to the referenced address and shall show on the face of the envelope:

- The closing time and date specified.
- The solicitation number and Title.
- Name and address of the Offeror.

The technical proposal shall be submitted in a sealed package and the financial proposal shall be submitted in a sealed package under separate cover. Both sealed envelopes shall have identical information on the cover, with the addition that one will state “Technical Information,” and the other, “Financial Proposal.”

Note: In accordance with the Kentucky Revised Statute 45A.085, there will be no public opening. All information shall remain confidential until a formal award has been made by the University.

### **3.9 Modification or Withdrawal of Offer**

Offers may be modified by written notice received prior to the exact hour and date specified for receipt of offers. An offer may be withdrawn in person by an Offeror or his authorized representative, provided his identity is made known and he/she signs a receipt acknowledging the withdrawal, but only if the withdrawal is made prior to the exact hour and date set for receipt of offers. Offers received at the office designated in this RFP after the exact hour and date specified for receipt will not be considered. Proposals that have clerical errors or any irregularity are subject to correction only with concurrence of the Department of Contract Administration & Procurement Services.

### **3.10 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, issue multiple awards or no award, whichever is in the best interest of the University.

### **3.11 Rejection of Proposals**

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

- Failure of a proposal to conform to the essential requirements and information solicitation standard format 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 printed submission copy of 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.

### **3.12 Addenda**

Amendments to this Request for Proposal may be necessary prior to the closing date, and will be furnished in the form of written addenda sent to each known prospective Offeror. Oral communication with any person(s) will not be construed as an amendment to the specifications, unless converted to the form of written addenda and conveyed to each known prospective Offeror. All addenda shall also be posted at [www.nkupanroom.com](http://www.nkupanroom.com)

### **3.13 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 agency will not disclose any portions of the proposals prior to contract award to anyone outside 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 subject to Kentucky's open records laws.

Any submitted proposal shall remain valid a minimum six (6) months after the proposal due date.

The University shall have the right to use all system ideas, or adaptations of those ideas, contained in any proposal received in response to this RFP. Selection or rejection of the proposal will not affect this right.

### **3.14 Proprietary Information**

In the event that a response to this RFP contains information which is deemed by an Offeror as being of a proprietary nature, the pages containing such information must be clearly marked as **PROPRIETARY INFORMATION**. To the extent permitted by law, the University will disclose this information only to the members of the evaluation committee. An Offeror cannot classify any information pertaining to contract terms, experience, proposed products or proposed pricing as proprietary information. The NKU Office of Legal Affairs is responsible for determining what may be released by the University in its obligation to fulfill an open records request.

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

From the issue date of this RFP until the issuance of a Notification of Award, each Offeror's sole point of contact for this RFP will be:

Blaine Gilmore  
Director, Procurement Services  
Northern Kentucky University

OR

Ryan Straus  
Bidding Coordinator  
Northern Kentucky University

617 Lucas Admin Bldg.  
Highland Heights, KY 41099  
[gilmoreb@nku.edu](mailto:gilmoreb@nku.edu)

617 Lucas Admin Bldg.  
Highland Heights, KY 41099  
[strausr2@nku.edu](mailto:strausr2@nku.edu)

No Offeror should attempt to contact or meet with any campus representatives. In order to insure fair and equal treatment, only questions submitted in writing by the date established within this Request for Proposal will be considered responsive. Written responses to submitted questions and University clarifications will then be distributed via addendum and posted at [www.nkupanroom.com](http://www.nkupanroom.com)

It is understood that an Offeror may have an existing business relationship with University representatives that must be maintained during the RFP process. Normal business contact is permitted. This contact cannot include any discussion of the active RFP process. Violation of this provision could result in the University rejecting any proposal from the offending Offeror.

### **3.16     Pre-Contractual Expense**

The University shall not, in any event, be liable for any pre-contractual expenses incurred by the Offeror in the preparation of their proposal. Offeror shall not include any such expenses as part of their proposal.

Pre-Contractual expenses are defined as expenses incurred by the Offeror in:

- 1) Any and all expenses incurred in the preparation of the proposal in response to this RFP;
- 2) Any and all expenses incurred with submitting that proposal to the University;
- 3) Any and all expenses incurred while negotiating with the University any matter related to this proposal (such as travel expenses, etc.);
- 4) Any other expenses incurred by the Offeror prior to effective date of the contract.

### **3.17     Disposition of Proposals**

All proposals become the property of the University. It is the University's intent to incorporate the terms from the Request for Proposal and your firm's proposal response into the overall contract.

### **3.18     Alternate Proposals**

Only one RFP response per company will be accepted.

### **3.19     Questions**

Any Offeror requesting clarifications to this Request for Proposal may submit their questions, in writing, for official response by the University. Questions should be submitted via email to Ryan Straus at [strausr2@nku.edu](mailto:strausr2@nku.edu) no later than 8/15/19. The University will provide a written response to all questions

received by the stated date and time, by way of an addenda sent to each known recipient of the Request for Proposal. Addenda may also be viewed at: [www.nkuplanroom.com](http://www.nkuplanroom.com)

### **3.20 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.

### **3.21 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.

## **4.0 *PROPOSAL FORMAT AND CONTENT***

### **4.1 Proposal Information and Criteria**

The following list specifies the items to be addressed in each Offeror's proposal. Offerors should read these carefully and address them completely and/or acknowledge compliance. To facilitate the University's review of the proposal please prepare your firm's response in the same order as posed in this RFP Document. Failure of Offerors to address all requested information or acknowledgement of such requirements may deem that proposal as non-responsive.

Proposals shall be no more than 250 pages in length 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 numbers for the following content that are used in the RFP.

- Signed and sworn Authentication of Proposal and Statement of Non-Collusion and Non-Conflict of Interest Form (Section 4.2)
- Transmittal Letter (Section 4.3)
- Executive Summary and Proposal Overview (Section 4.4)
- Offeror Qualifications (Section 4.5)
- Services Defined Response (Section 4.6)
- Innovation and Other Services (Section 4.7)
- Strategic Partnership Offering (Section 4.8)
- Pricing For Services (Section 4.9)
- Evidence of Successful Performance and Implementation Schedule (Section 4.10)
- Other Information (Section 4.11)

#### **4.2 Signed and Sworn Authentication of Proposal and Statements of Non-Collusion and Non-Conflict of Interest Form (Pages 2 & 3)**

The Offeror will swear, sign and return within the Original Copy the RFP proposal cover sheet and print or type their name, firm, address, e-mail, 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 Procurement Services. 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.

#### **4.3 Transmittal Letter**

The Transmittal Letter accompanying the RFP shall be in the form of a standard business letter and shall be signed by an individual authorized to legally bind the Offeror. Requested to include:

1. A statement referencing all addenda and written questions, the answers and any clarifications to this RFP issued by the University and received by the Offeror (If no addenda have been received, a statement to that effect should be included.). The response to this RFP must be in the same format and outlined order, both the question phase and final submittal, as originally proposed in the release.
2. A statement that the Offeror's proposal shall remain valid for a minimum six (6) months after the closing date of the receipt of the proposals.
3. A statement that the Offeror will accept financial responsibility for all travel expenses incurred for oral presentations (if required) and candidate interviews.
4. A statement that summarizes any deviations or exceptions to the RFP requirements and includes a detailed justification for the deviation or exception.
5. A statement that identifies all proprietary and confidential information.

#### **4.4 Executive Summary and Proposal Overview**

The Executive Summary and Proposal Overview shall condense and highlight the contents of the technical proposal in such a way as to provide the evaluation committee with a broad understanding of the entire proposal submitted for review.



#### **4.5 Offeror Qualifications**

The purpose of the Offeror Qualifications section is to determine the ability of the Offeror to respond to this RFP. Offerors must describe in detail and offer evidence of their ability to meet each of the qualifications listed below.

##### **Background and Soundness**

1. Provide a general overview and brief history of your organization, including parent and/or subsidiary companies and the number of national and local employees.
2. Indicate key measures of the bank's financial strength (e.g. capital ratios, market capitalization, cash flow ratios, and available credit lines). If subsidiary or sub-contracted companies will provide any services requested in the RFP, provide the financial strength data on them as well.
3. Provide ratings for the bank from two ratings agencies, such as Standard and Poor's and Moody's.
4. Include an ***electronic copy*** of the most recent audited annual financial statements.
5. Provide a list of all judgments against your organization for the last five (5) years and a list of any currently outstanding lawsuits.

##### **Personnel**

1. List names, titles, phone and fax numbers and e-mail addresses and provide brief biographies of relationship management contacts and senior management.
2. Describe the relationship management team that will service the University account, as well as their functional responsibilities.
3. Describe your firm's process on changing the primary contact person on an account.

##### **Experience**

1. How long has your bank offered the Services being requested in this RFP? Please be as specific as possible.
2. Does the bank provide all of the services associated with each product under Section 4.6 directly or does/will a third party provide any of the services?
  - i) If third parties are used, describe which services are provided by the vendor(s) and the name(s) of those vendor(s).
  - ii) Describe how any third party vendors are monitored for service levels and how they store critical information.

3. Specify the number of university/higher education customers similar in size that are using the Services defined. Indicate the specific types of service that each customer is utilizing. Other formats may be utilized.

Banking Services (Depository)	
ATM Services	
Student ID Card Services	
Personal Banking/Branch	
Procurement Card	
Other Financial Services (please list each one separately and include the number of Higher Ed clients for each)	

4. Provide list of higher education accounts comparable in size gained in the last 24 months and from what University.
5. Provide a list of all accounts in higher education that your firm has lost in the last 24 months along with a contact name, telephone number and e-mail address for those persons most knowledgeable about your performance. Please feel free to include a brief explanation of why you believe you lost the account (i.e. bid process, change in administration, etc.).
6. What would be the University's volume rank among your current customers for these Services?
7. Where will the Service locations for our proposed account be located? Include locations for depository, lockbox, controlled disbursement, investment management and safe-keeping. What is each location's relationship to your organization: main office, branch, affiliate, correspondent, service bureau, other?

#### **Competitive Position and Future Commitment**

1. What differentiates your firms Services from other providers?
2. What approach is the bank taking in the development of new Services? What new/future Services or features does the bank plan to offer, and within what time frame?
3. Provide details on any merger or acquisition that the bank is currently committed to and the expected impact on the Services requested in this RFP.
4. Provide details on any mergers or acquisitions that the bank has undertaken in the last 5 years.

**Controls**

1. Describe the bank's security environment. Discuss the physical security and software safeguards that you have put in place to control access to funds transfer systems and client account information.

Describe the bank's security procedures for its information reporting system, both for access and information protection (e.g., RSA tokens, secure certification, etc.)?

2. List the types and amounts of insurance and bonding carried.
3. Describe the bank's procedures for complying with the U.S. Treasury Department's Office of Foreign Assets Control (OFAC) regulations. When was the last time an independent test of the bank's OFAC program was conducted by internal audit, outside auditors, consultants, or other qualified independent party?
4. How often (i.e. annually, biennial) are services reviewed in accordance with the Statement on Standards for Attestation Engagements (SSAE) No. 16 (formerly known as the Statement of Auditing Standards-70 (SAS70))? Include a copy of the bank's most recent reports and gap letters for any processes or systems relevant to the services under this RFP.

**Technology Requirements \*\* (Please state that you can and will comply with these requirements) \*\***

1. Northern Kentucky University uses automated secure file transfer technology with encryption for data transfers. Please indicate any files that cannot be transmitted in this manner.
2. Northern Kentucky University supports standard EDI formats. Please indicate any areas where nonstandard formats are used.
3. Please describe the process for setting up data transfers including delineation of responsibility, expected timeframe, number and description of touchpoints. Any third-party involvement should be identified here.
4. Please describe process for resolving data transfer issues including delineation of responsibility, response times, number and description of touchpoints. Any third-party involvement should be identified here.
5. Please indicate which processes can be handled via mobile devices. What devices/OS versions are supported and are there any restrictions or required software? Future releases of mobile device OS versions must be supported within 6 months of general release by the vendor.
6. Please indicate which browsers and versions are currently supported for workstation access. If any software is required, please indicate name and version along with OS requirements. Northern Kentucky University currently employs IE 11, Chrome, Safari, Edge, and Firefox. Indicate if any of these browsers

will not interface properly with the bank's systems. The bank should support new versions of these browsers within 6 months of general release by the vendor.

7. The financial institution must use TLS 1.2 cryptography or better to maintain data confidentiality. The financial institution must use a data integrity control method such as Public Key Infrastructure, hashing, or Cyclic Redundancy Checking during all transmissions of NKU data. Stored data is expected to be encrypted and physical and technical/logical security controls applied. Please indicate your ability to meet these requirements.
8. Please describe change management process including notification/testing timeframes.
9. Please describe process for communicating planned and unplanned system outages.
10. Given the scope of this RFP, the successful respondent(s) will have considerable access to personal information on University employees, students, and vendors. Offerors must confirm ability to comply with the following:
  - a) **Data** – all data in the system is owned by the University and may not be shared or used without the University's written permission.
  - b) **Privacy and security:** University data must be protected and vendors must comply with appropriate security and privacy measures, including all local, state, and federal laws. If student data is involved then additional assurances that the vendor complies with FERPA regulations will be required. Additionally, should any protected health information as defined by HIPAA be in the vendors control or possession, the vendor agrees to maintain the confidentiality, privacy and security of that information as required. Should the information involve online payments vendor certifies that such services comply with the most recent version of the Payment Card Industry (PCI) standard.
  - c) **Audit Compliance:** The vendor must attest to and provide evidence of the fact that the systems used to provide these services are regularly audited by a 3<sup>rd</sup> party. The auditor's report will cover disaster recovery, business continuity, data/system security, regulatory compliance, and adherence to applicable industry standards. This report must be available to the University and vendor will provide documentation that the vendor has responded successfully to anything found in such an audit.
  - d) **Access to University of Northern Kentucky University's Network:** All Vendors connecting to or interacting with any Northern Kentucky University data or voice network must comply with the NKU IT Acceptable Use Policy and may/are be subjected to additional policy compliance requirements
  - e) **Information Security:** The vendor agrees to notify the University of any security incident involving the vendor's hardware, software or network. This notification will include all details of the issue and corrective action taken. This notification should be made immediately and not more than 24 hours after the incident. Vendor will reasonably cooperate with any security investigations conducted by or on behalf of the University. Vendor will stay current on newly identified system vulnerabilities with respect to the technologies and services provided to the University and correct any identified security problems within a jointly agreed upon timeframe.
  - f) **System Access** – the vendor must specify their guaranteed up-time and identify any regularly scheduled system downtime.
  - g) **Change Management:** The vendor agrees that the University will be notified in advance of changes to any services/data hosted by them that could affect access or availability. Notification should be made at least 30 days in advance of any planned changes.

- h) **Personnel** – vendor will thoroughly screen all personnel used in performance of the contract and ensure that none of the personnel has been convicted of a felony.

#### **4.6 Services Defined**

##### **4.6.1 BANKING SERVICES (Depository) (Please complete Enclosure 1)**

##### **Required Accounts**

The following accounts shall be established for the majority of the University's banking services. Estimated activity is disclosed on the Offerors reply form.

- A. General Depository - All receipts of the University flow through this zero balance account (ZBA). The prior month's receipts are transferred within thirty (30) days of the close of the month to the State Treasurer.
- B. Payroll Account - All payrolls are processed against this ZBA. The University pays students and non-exempt personnel on a biweekly basis. Exempt personnel are paid monthly.
- C. General Fund Account - The University presently writes checks/ACHs nightly, with this ZBA being reimbursed from a state checking account daily via wire transfer and from other local University accounts.
- D. Loan Fund Account - - The monies available for University controlled student loans, including federal Perkins Student Loans and other federal loan programs, are deposited into this ZBA account and transferred to the General Fund Account, Student Account and Depository accounts. In addition, the University maintains a stand alone account for the Direct Lending Program.
- E. Agency Fund Account(s) – The University currently maintains one zero balance account for agencies located on campus. In addition, the University maintains a stand alone account for the Stream and Wetland Restoration Fund. These two accounts are to be paid the same interest rate as the University's sweep account rate (Enclosure # 1). Additional accounts may be required in the future under the University's contractual agreement.
- F. Concentration Account - Monies from all accounts, except for the designated stand alone accounts, are swept into this account on a daily basis for purposes of reinvesting the collected balances.
- G. International Account - We currently have an International account that is set up to only receive wires from our international students.
- H. Student Account - All student refunds are processed against this ZBA.
- I. Electronic Payment Clearing - We currently have an Electronic Payment Clearing

account that is set up to only receive electronic payments from sources other than students that have the ability to pull funds back if necessary.

- J. Foundation Account – All receipts of the Foundation flow through this stand alone account. Funds may be subsequently transferred to endowment managers or other University or Foundation accounts. This account is to be paid the same interest rate as the University's sweep account rate (Enclosure # 1)

If the University develops a need for additional accounts or services during the life of the depository agreement, those new accounts or services shall be provided with the same conditions/prices as apply to existing accounts at the time of contract award.

### **Deposit & Receipt Collection Services**

- A. All deposits and letters of credit must be placed in the collection process on the same day they are picked up or received. The Offeror agrees to provide ledger credit the same day and to provide availability based on same day ledger credit in accordance with the appropriate availability schedule.
- B. In the event of an error in currency or coin, the Offeror will correct the deposit and notify Bursar Operations by the next working day of the error. An error in check totals will be corrected by bank credit or debit. Revised tickets and bank debits/credits along with proof (i.e. copies of all check in the deposit) and a detailed explanation of errors will be delivered to Bursar Operations by the next business day.
- C. Transporting of deposits must be accomplished daily. Deposits must be insured at the time of pickup. Deposits must reach bank prior to 2:00 p.m. of the same day. The University reserves the right to add or delete pickup points through the duration of this contract. The Offeror agrees to provide ledger credit the same day and provide availability in accordance with the appropriate availability schedule. Please describe the manner in which you will provide this service.
- D. The University requires that any deposit item returned for non-sufficient funds be forwarded for collection by the bank a second time without debit to the University's account. Deposit items being returned to the University must be charged to the appropriate account and returned by the bank to Bursar Operations by the next working day.
- E. The Offeror shall provide endorsement stamps, deposit lock bags of various sizes, three-part deposit tickets, coin and currency wrappers and other supplies as required by the University at no charge.
- F. The Offeror will provide currency and coin on demand through the courier service. Normal experience is that we have two orders per month at an approximate cost per order of \$1,500. The Offeror will keep a sufficient supply of currency and coin on hand to ensure the University receives the request the following business day.

- G.** The Offeror will accept and count currency and coin deposits at no additional charge to the University. The University does roll coins when a sufficient amount is on hand to complete a roll. Occasionally bulk coin deposits are made, yet rarely exceed \$100.00. The bank will provide photocopies of all non-electronic activity upon the request of the University at no cost.
- H.** The Offeror shall have the capability of accepting electronic fund transfers utilizing Automated Clearing House file and record formats. The bank must be able to confirm ACH and wire transfer deposits immediately via the required internet based banking services product or via another comparable method.
- I.** The University is exploring the option of using remote capture for conversion of checks to electronic deposits. Please provide all costs associated with this service in the Offerors Reply Form.
- J.** Provide the ability to initiate preauthorized debits via internet based banking services product.

**Disbursement Services**

- A.** Provide the University with printed checks for the Payroll and General Fund accounts. The checks will be 24# 8-1/2" x 11" laser stock with colors and security features specified by the University. The checks are preprinted with University specific information/logo. The required MICR information is printed on the checks via the SAP system on the University's MICR printers.
- B.** The University requires the ability to issue stop payment orders via an internet based banking services product. The University requires that stop payments remain in effect for a period of not less than one year. If it becomes necessary to perform a manual stop payment, the University shall notify the Offeror by email. The Offeror shall provide the University with a confirmation of the stop payment in these instances.
- C.** Provide direct deposit capabilities for our employees' pay through the automated clearinghouse. The University payrolls are run on both a biweekly and a monthly basis. The Offeror must provide internet based banking services product to enable the University to transmit electronically the direct deposit data for ACH direct deposits. The internet based banking services product will also be used to initiate vendor payments via ACH. The Offeror shall also provide marketing for direct depositing throughout the term of the contract. The bank shall provide direct deposit enrollment forms.
- D.** Provide debit capabilities for the University's federal and state tax and various deposits.
- E.** The Offeror shall have access, direct or indirect, to the Federal Reserve Wire System. The University requires the ability to initiate domestic and international wire transfers via an internet based banking services product.

- F. Positive Pay** - The University requires the bank to provide bank maintained positive pay services via a secure internet based banking services product. Currently, the University is utilizing positive pay for vendor checks, however, other accounts may be added in the future as needed.
- G. Bank Transfers** – The University requires the bank to provide the ability to initiate intrabank transfers among University accounts via internet based banking services product.

### **Reconciliation Services**

- A. Error Corrections**

The Offeror shall use all reasonable and necessary methods of correcting all errors found in reconciliation of the University's accounts. All errors must be resolved within ten banking days of notification by the University. Bank debits and credits issued to correct errors should be sent to the Office of the Comptroller, AC 601 Nunn Drive, Highland Heights, Kentucky 41099.

- B. Electronic Account Information**

The Offeror will provide an internet based banking services product enabling the University to electronically download from the bank detail transactions, including cleared check information, and account balances on a daily basis. The University prefers the ability to download same day activity, but will accept information through the prior day's close, if same day is unavailable. Please specify the number of days of historical transaction detail is available for download.

- C. Monthly Account Summaries and Information**

- 1.** The University requires detailed monthly account statements on each University account be delivered by the tenth of the following month.
- 2.** The University requires the bank to maintain actual cancelled checks or a legal facsimile of cancelled checks for the legally required period. The University requires the bank to provide an internet based product that allows the University to view the cancelled check images (both front and back). Please specify the number of days the checks images are normally stored on the bank server and available for download. In addition, please indicate how many years the check images are stored and available for ad hoc retrieval. The University may also require a monthly CD-ROM of check images. Please indicate the costs, including software costs if any, associated with this service in the Offerors Reply Form.

### **Investment & Custodial Services**

- A.** The University's collected balances from all ZBA accounts will be swept into a



concentration account each day. This balance will be invested in an overnight repurchase agreement, repo fund collateralized in the University's name. All funds must be secured by pledging governmental or other qualified securities having a current quoted market value at least equal to the deposits, however, amounts insured by the Federal Deposit Insurance Corporation need not be collateralized. (Statutory requirement: See Kentucky Revised Statutes Chapter 41.240.) A report disclosing pledged security coverage must be provided, preferably daily, via FAX or electronically. The sweep account interest rate paid to the University will be indexed on the upper limit of the target range of Federal Funds rate. The bank should specify the number of basis points above or below the upper limit of the target range of Federal Funds rate that the bank (Enclosure # 1). The Foundation and Agency accounts are to be paid the same interest rate as the University's sweep account rate.

- B. The University reserves the right to invest all funds in any manner that will be in the best interest of the University, including the purchase of individual treasury or direct agency securities.
- C. The Offeror shall provide as a contact point to the Office of the Comptroller, a person to whom all inquiries concerning investment services may be directed.

#### **Miscellaneous Services**

- A. Provide occasional travelers or cashier's checks at no additional cost to the University.
- B. Services to NKU employees – The Offeror should disclose all benefits that will be offered to University employees and students.
- C. The Offeror will provide setup and training for the required internet based banking services product at no cost to the University. Bank should supply information, or references to information, that describes all of the banking functions that can be performed through the internet based banking services product.

#### **4.6.2 ATM SERVICES (Please complete Enclosure 2)**

- A. The BB&T Arena is excluded from this RFP as it is covered under a separate contract.
- B. The Offeror may be required to commence ATM services within (30) days from the date of the award. Services cannot be terminated without giving the University ninety (90) days prior written notification. The minimum scope of the services will be the acceptance of ATM cards for the purpose of issuing currency. The responding Offerors may propose additional services. Costs for services, if any, to the ATM shall be itemized.

- C. The Offeror must be able to substantiate proven experience and ability in providing ATM services and will be required to submit information establishing the scope of their current ATM capabilities.
- D. The Offeror is required to be a member of a major and generally accepted network offering ATM services. Please state the name of the network you are a member of and your current fee structure for utilizing ATM transactions.
- E. Equipment shall be current production models and appropriate to the required services. The University Center location must meet the requirements of the Americans with Disabilities Act (ADA). Bids must include a description and picture of the machine, installation, and electrical/communication requirements.
- F. The University will supply the necessary electrical/communication service to the ATM sites. It is the responsibility of the bank to install, service, and maintain the ATMs. It is the bank's responsibility to ensure that services are rendered and performed in an acceptable manner.
- G. The selected financial institution will be responsible for all damage or loss to the ATM or its contents due to vandalism, robbery, or any other cause or action. Northern Kentucky University will cooperate to the extent it deems feasible in guarding against such occurrences. Certificate of Insurance shall be maintained at the expense of the bank and filed with the Department of Purchasing, Northern Kentucky University.
- H. It shall be the responsibility of the Offeror to comply with any and all local, state, or federal requirements concerning licenses, taxes, or other such requirements.
- I. Northern Kentucky University shall have the right of prior approval of any advertisements, which are to be placed on the campus.
- J. It is the desire of the University to receive financial consideration for allowing the selected financial institution to place ATMs on its campus as specified above. Payment of such consideration will be in the form of an annual lease payment. Each financial institution submitting a proposal must indicate their proposed initial lease payment amount as well as a schedule of payments for the remaining six (6) years of the Initial Term. Payments for renewal terms shall be negotiated at each renewal.

#### **4.6.3 UNIVERSITY STUDENT ID CARD SERVICE**

Northern Kentucky University invites proposals from qualified vendors to provide financial services integrated with the NKU ID Card program. NKU ID Cards are produced only for eligible students, faculty,

staff, and others deemed appropriate by the University. The response to this section of RFP must include, but not be limited to, the capability of the Offeror to provide the University with a solid financial product for our student, faculty, and staff base. Include in detail all technical requirements, revenue sharing, and related expenses to cardholder, University, and Offeror. The intent of this request for proposal is to secure a vendor who can perform, at a minimum, the following:

- A. Financial processing for the ID Card program where the student ID serves as a debit card link to a demand deposit account via a nationally accepted network. There should be no cost for on-campus All-Card usage.
- B. Increase ID-Card program visibility and usage- Include a marketing budget to assist in the promotion of this product. Describe strategies for cross promotion and increased usage.
- C. Create a program that will benefit the University through interest income, percentage of merchant processing fees, royalties on card utilization, card stock support, per account donations, a portion of transition fees charged by the bank, etc.
- D. Process the ID-Card as an *ATM* card, which will allow broad access to an ATM network, including international access. Include any service charges for use at non-primary bank ATM machines.
- E. Must be able to maintain the same ISO number currently connected to each cardholder.
- F. Ability to use cardholder selected PIN numbers (or other security features) whether via tower verification or PIN encoding.
- G. Ability to accept electronic fund transfers. Direct deposit (EFT) servicing for financial aid net proceeds (includes Title IV funds) and student/employee payroll. Includes fund transfers to and from debit account and University, and batch deposits, credit to cardholder of all disburseable funds, debit to the account for tuition, fees, and prior obligations.
- H. Student loan programs. E.g., develop part-time, full-time, and alumni dependents special promotional programs when using debit card with automatic EFT transfers.
- I. The University plans to continue controlling all aspects of the design, development, and issuance of its All-Card. Should the University decide to implement smart chip technology, the All-Card will continue to have a standard ABA magnetic stripe to access financial databases. Please describe your organization's plan for future use and accommodation of smart card technologies. If as part of this new All-Card services contract the Offeror should wish to recommend issuance of new ID-Cards; detail the financial commitment the Offeror is willing to contribute to the project.
- J. Describe other unique or creative services your organization will provide as enhancements to the ID Card program such as integration with smartphone technology, PayPal, Apple Wallet, Google Pay, etc.

**Current ID Card Program**

- A. The University provides funding for the operational management for the ID Card program. This includes campus wide digital photo ID card permitting via a Datatcard ID Works system and controlled online access to University facilities, University bookstore, library services, vending machines, copiers, and meal plans.
- B. Pre-paid cash to card services via a single cash to card machine, the ID Card office, and a web based portal. The card employs the standard American Banking Association encoding using a three track magnetic stripe.
- C. The University owns its own ISO prefix and assigns 16 digit ISO numbers to cards when they are produced and is used to access email, class registration, grades, etc.
- D. The software for the card system is CBORD Odyssey. The system is its own self-contained network. The server is connected to the campus network but does not rely on it for communication with any of the card readers or cash registers.

**Conversion**

- A. The Offeror shall provide all equipment, supplies, administrative and technical assistance necessary to set up and maintain the University's student, staff, and faculty accounts (i.e., programming changes, clerical staff, materials, PIN offset encoding, reconciliation reports, and mag tape files). Provide detailed explanation of processes, costs, exceptions, etc. Include service, maintenance and warranty programs and procedures along with upgrade programs and procedures.
- B. Describe implementation plan by terminal type and facilities. Include information regarding dedicated implementation Project Manager, as well as performance guarantee for full implementation by agreement date.
- C. Offeror shall provide access for cardholder maintenance by the University and provide daily closed account reports.
- D. Offeror shall be responsible for all activity regarding the shifting of NKU's ISO number from one financial processor to another. Offeror shall make available all necessary information to ensure a timely conversion. The same cooperation and assistance shall be required if a new Offeror is awarded a new contract at the end of the contract periods or may other agreed upon time of expiration.
- E. If applicable, the Offeror shall provide operational manuals if needed and initial training for University staff. Describe the training process.
- F. If applicable, list all monthly/yearly rental costs, purchase prices, including volume price reductions, brand names and any installation costs to include: terminals, printers, software, manual imprinters, PIN pads, etc.
- G. Federal and state financial assistance regulations prohibit the University from charging students to retrieve their financial aid funds. Account holders receiving financial aid funds through electronic funds transfer (EFT, reader Title IV) must be permitted unlimited access to over-the-counter transactions at no fee or, at a ~minimum of five (5) transactions per month.
- H. The Offeror shall assume all liability for transactions. The University may

recommend that a default parameter be used when POS authorizations are approved. Include hack up authorization methods.

- I. The University shall recommend action related to approval or disapproval of the locations of all POS terminals where the card may be used, unless it is part of a national debit card network.
- J. The University shall have no liability for fraudulent use of ID Card or overdrafts when used as an ATM card.
- K. The Offeror must provide for the control and movement of funds as necessary in the data capture and settlement process. All automated clearinghouse entries will contain descriptive entries identifying specific merchants on Direct Deposit Account statements.
- L. Describe the system's ability to provide the University with access to electric funds transfers and reports. Include an explanation of the settlement process and costs based upon the manner in which funds are paid to the university.
- M. A 1-800 telephone number must be available to support lost and stolen reporting of cards. Support staff must be available 24 hour's a day, seven days a week. Describe the replacement process for lost or stolen cards. Liability regarding lost/stolen cards is between the Merchant, Cardholder, and the Offeror. The University will have no liability for fraudulent use.

#### **4.6.4 BANK BRANCH SERVICES**

- A. Offerors interested in submitting proposals under this section must maintain an on-campus bank branch. Branch is currently located in the University Center on the plaza level. Offeror will be expected to pay rent for the square-footage provide for the branch.
- B. Offeror should insure that any products, services, royalties, or fees offered in their proposal are in accordance with the most recent Department of Education guidelines.
- C. Offeror should detail banking services that will be offered at the on-campus branch. This would include things like access to a checking and savings accounts, loan services, depository services, etc. Include any minimum requirements necessary to establish an account, minimum balance requirements, and any other proposed fees, charges, etc., methods of transfer, and methods of account access.
- D. Offeror should discuss online banking services that are available.
- E. Offeror should detail all banking services that will be offered to our international students. Focus should be on accounts, fund transfers, and currency conversions.

#### **4.6.5 PROCUREMENT CARD SERVICES**

##### **Qualifications**

- A. Offeror must offer a widely accepted card platform(s) such as MasterCard, Visa or American Express.
- B. Offeror must demonstrate financial stability and strength. Offeror must provide a summary of long-term ratings from key credit rating agencies; Standard and Poor's, Moody's Investor's Services and Finch Investors Services for the past three (3) years. Provide current company status with Sarbanes-Oxley compliance. Describe any upgrades or downgrades within the past twelve (12) months.
- C. The Offeror must be compliant with all relevant Payment Card Industry Data Security Standards (PCI DSS), certified as a Level I service provider and must be able to show ongoing proof of such certification.
- D. Offeror must submit verifiable information of Offeror's combined annual dollar volume for commercial card transactions for the past three (3) years.
- E. Offeror must be able to demonstrate the ongoing capability to provide required services by possessing adequate resources; including personnel, facilities, access, order processing, equipment systems, organization structure, operational and security controls, quality controls and other related factors. Offeror must provide a company overview, including dates of incorporation, of all affiliates or third parties, and number of employees. List the number of people your company employs by function; e.g., development, finance, management, marketing, operations, etc. Briefly describe the degree of corporate support provided by the parent company if applicable.
- F. Briefly describe the number of customers you support, the industries these customers represent, and the services you provide.
- G. Describe your company's mission or corporate policy with respect to providing Procurement Card Services? What is your company's focus (cost, quality, etc.) in the Procurement Card Services solutions? With respect to offering Procurement Card Services, what differentiates your company from your competitors?
- H. Offeror must possess all trade, professional, or business licenses as may be required by the work contemplated by this RFP.

#### **Data Technology, Features and Functionality**

- A. The Offeror shall be responsible for the embossing and printing of the commercial charge cards. The Offeror will be required to mail all cards issued within five business days or sooner after the Offeror receives cardholder account set-up information. Cards will be mailed to the location(s) specified by Northern Kentucky University. The proposal must provide detailed information on the proposed card processes including:
  - 1. Card generation
  - 2. Restrictions on how many lines or characters that can be embossed on a card
  - 3. Card delivery (time frames) and activation process
  - 4. Card security
  - 5. Card cancellation and replacement (lost and stolen cards)
  - 6. Card reporting and notification process

7. Card issuance and expiration time periods
  8. Addition of new cardholders within an established program
- B. The Offeror must provide Northern Kentucky University the ability to make account changes online and in real-time:
1. Issue a card to a new cardholder
  2. Re-issue a card to an existing cardholder
  3. Support a tiered hierarchy for program management and review
  4. Edit hierarchy levels and reporting structure
  5. Assign system user access, hierarchy levels and account access based on user roles
  6. Allow managers and auditors, without a card, to view and/or edit account information on-line
  7. Allow auditors to view activity and transaction logs
  8. Increase/decrease transaction and monthly limits electronically
  9. Increase/decrease number of transactions per day and per month
  10. Update/change cardholder address and/or name
  11. Close/suspend accounts in real-time
  12. Report lost or stolen accounts
  13. Change/establish billing due date and accounting cycles
  14. Dispute transactions and track status on-line
  15. Monitor transaction authorizations/declines in real-time
  16. Check current balance and amount due
  17. Edit or lift Merchant Code restrictions and assign MCC Groups to cardholders
- C. Proposals shall provide detailed responses to the following product features and controls:
1. Which card platform(s) does your program utilize (American Express, MasterCard, Visa, etc.)? Which would you recommend for our program and why? Explain your financial institution's reasoning for selecting one platform rather than the other.
  2. Describe the types of commercial cards your company offers (procurement, travel, fleet, combined, ghost, embedded, declining balance, department, accounts payable, etc.) If you offer an integrated card for procurement, travel and events, describe the liability options and specifically how this program works.
  3. Do you offer corporate liability, joint and several liability, contingent liability and or individual liability? Explain how your liability program works.
  4. What third-party processor(s)/servicer(s), if any, is/are used for



- transaction and/or information processing? Provide information on the third-party(ies)/servicer(s) capabilities
5. Do any third-party partners perform other functions such as systems support or customer service? If so, explain.
  6. Describe your current product offerings for 1099 reporting to merchants and tax authorities for purchase transactions completed with your commercial cards. Also, explain future plans to expand and improve 1099 reporting.
  7. Describe your financial institution's current and future position regarding the integration with electronic commerce development/solutions for your commercial card programs. Describe any current initiatives or partnerships and how your financial institution has successfully integrated commercial card accounts with electronic procurement and/or electronic payment systems such as SAP.
  8. Describe your commercial card account activation and deactivation process.
  9. Describe your financial institution's options for ordering new cards during and after the roll-out and implementation period.
  10. Describe your financial institution's flexibility and available options for bulk card renewal (i.e. financial institution-assigned or customer-specified month/year/etc.).
  11. Describe how your organization handles supplier/merchant analysis, education, and on-going management.
  12. Describe your commercial card's design features and options for integrating graphics/artwork, agency logos, and/or departmental designations. Are there additional costs associated with these services? If so please state these in your cost proposal under Section 4.9. Please provide a picture of a sample card with character limitations for each line of embossing.
  13. Describe how the MC (Merchant Category) Code would be applied and how it would function at the institution, hierarchy, or individual account level.
  14. Describe the options available for establishing unique MC (Merchant Category) groups. Include the maximum number of MC Codes that can be assigned to one group, and the maximum number of MC Groups that can be assigned to an individual card account.
  15. Describe the options available for establishing single transaction and cycle limits.
  16. Describe the options available for cash advances. Explain any approval procedures and all fees related to cash advances.
  17. Describe the options available for issuing merchant specific cards



18. Describe the insurance and liability coverage offered as part of your commercial card proposal. Make sure to identify the maximum exposure and liability risk (both per transaction and aggregate) the participating entities would have for the following types of occurrences:
  1. Lost/stolen card
  2. Third-party processor compromised accounts
  3. Counterfeit cards
  4. Skimmed cards
  5. Unauthorized internet transactions
  6. Merchant disputes
  7. Theft of goods purchased
19. Does your financial institution actively screen commercial card transaction activity for fraud patterns? If yes, explain in detail and provide statistics on your fraud program.
20. Describe process for communicating potential fraud with cardholders and administrators.
21. Can your financial institution reproduce lost charge slips? Is there a charge for reproduction? What is the typical time frame for your financial institution to provide copies of charge slips?
22. Describe your cardholder account purge process including the criteria used, notification process, ability to flag certain accounts as “do not purge”, and the ability to retrieve transaction data associated with a purged account.

### **Technical Capabilities and Requirements**

- A. Offerors proposal must address the technical capabilities and requirements relating to the following issues and questions:
  1. What are the hardware and software requirements for using your financial institution’s card transaction reporting software packages, including minimum RAM and disk space, minimum processor speed, and operating system compatibility (Microsoft, Apple, etc.)
  2. What are the installation options for the reporting packages (e.g., stand-alone PC, LAN/WAN, Client/Server, internet/intranet)?
  3. Describe your transaction reporting system’s ability to provide:
    - i. Customer supplied default chart of accounts (include character and field restrictions)
    - ii. Ability to assign a unique chart to each cardholder account and each transaction
    - iii. Online capability to create, assign and allocate transactions
    - iv. Transfer of chart of account data with each transaction with the

- data interface
- v. Role-based access for different levels of job functions or privileged access
- vi. Security logging capabilities, and log retention/backup schedules
- 4. Describe the capability available for transmission of data fields (time and type)
- 5. Explain what information is available for level II and III data
- 6. Describe capabilities and experience interfacing with SAP. Do you have mappers for standard file integration into the SAP Financial system?
- 7. Does your institution have a disaster recovery plan? Please provide a copy.
- 8. Describe in detail your financial institution's information security program including oversight, internal and external audit, internal and external testing and protection of personally identifiable information, such as SSAE 18.
- 9. Allowances for annual review by NKU of ongoing maintenance and relevance for current and appropriate security and compliance controls.
- 10. Provide a detailed description of the data transmitted and what in-transit and at-rest encryption is used to secure the data.

### **Transactions and Program Reporting Capabilities**

- A. Critical to the operation of a successful commercial card program is the ability to obtain essential account and transaction data as well as overall commercial card program information. The Offeror will be required to provide versatile and comprehensive reporting capabilities.
- B. The proposal must provide detailed descriptions of all on-line query and reporting capabilities including standard, optional and ad hoc report requests. Offeror must describe the electronic means (email, e-file, online, etc.) by which the reports can be transmitted and the options to include or exclude complete account numbers. Minimum reporting capabilities must include:
  - 1. Transaction detail and summary report by cardholder at each hierarchy level
  - 2. Transaction declines and authorizations
  - 3. Cardholder status and profile information
  - 4. Central billing statements, balance due and payment reconciliation
  - 5. Cardholder billing statements (view online and print)
  - 6. Ability to schedule automatic run reports
- C. Provide detailed responses to the following:

1. Do you offer a standard transaction detail report that identifies potential transactions that were split to circumvent limits by the same or different cardholders? Please describe and provide a sample.
2. Do you provide reports with 1099 data? Detail how data is provided.
3. Describe how your financial institution captures and reports merchant specific information for minority status.
4. Describe how long historical data is available for reporting.
5. Describe the ad hoc reporting capabilities of your reporting package(s).
6. Describe the delivery method, import, export and file format for all electronic reports.
7. Provide samples with description of the standard reports your financial institution offers

### **Customer Service and Technical Support**

Provide service capabilities related to the following issues and questions:

- A. Describe in detail your financial institution's account management approach and resources that will be assigned to the University. Include an organization chart, customer service structure, number of individuals providing support and the responsibilities served by each role. Include services and direct resources available for program administrators and cardholders.
- B. Describe your financial institution's customer service response policy, processes and time-frames. Detail hours of availability, dedicated team structures, telephone and email response times and telephone automated response options.
- C. Describe the responsibilities of customer service personnel, including the chain of command for problem resolution.
- D. Define the dispute and unauthorized transaction resolution process including the time-frame and responsibilities for each involved party. Will the participating entity receive a credit or be billed for the disputed or unauthorized transaction while under investigation and for what period of time? If an initial credit is issued, who will be held financially liable for any unrecovered amounts?
- E. Describe your financial institution's technical support for its reporting package(s). Include service hours, response times, data recovery solutions, communication access and response methods (e.g. online, email telephone).
- F. Describe how your financial institution handles system upgrades and communication with program administrator's regarding changes, system problems and availability.
- G. Describe your key performance indicators to monitor performance.
- H. The Offeror should provide details on its policy relating to any credit card fee charges. Explain how you will provide recommendations and support to mitigate

results of any pending or future lawsuits.

- I. Describe in detail your GDPR compliance or Personally Identifiable Information (PII) protection process and responsibilities.
- J. Describe in detail your breach notification process and responsibilities.

## **Implementation**

Offeror must provide a complete description of the financial institution's conversion and implementation process; the implementation timeline must address these issues in detail.

- A. Describe how your implementation plan will phase the program to the new card (if required).
- B. Include a detailed description of the customer support, technical assistance, user manuals, education materials provided. Will you provide onsite implementation assistance?
- C. Provide a description of the required roles, responsibilities and estimated time commitments for implementation staff from the University.
- D. Describe specific steps to transition from existing card system including the importation of existing settings. Include a detailed time-line for the transition.
- E. The Offeror must provide sufficient references including name, address, telephone number and key contacts of like sized educational institutions where similar programs have been installed (minimum of three).
- F. The Offeror may present any creative approaches that might be appropriate.

The Offeror must provide sufficient references including name, address, telephone number and key contacts of like sized educational institutions where similar programs have been installed (minimum of three).

The Offeror may present any creative approaches that might be appropriate. Describe specific steps to transition from existing card system including the importation of existing settings.

## **Training**

Offeror's proposal must describe in detail any training programs offered to the cardholders and program administrators. The training program may include but are not limited to multi-media resources and delivery methods, hard copy guides, web-based, offsite and onsite in person sessions. Training programs must cover initial and ongoing requirements. Training programs may be offered for program administrators, cardholders, and/or in a "train the trainer" format. Include time-frames.

## **Additional Information**

Offeror's proposal must include answers to the following general questions. Additional information may also be provided under this section to address how your financial institution's commercial card program differentiates from that of the other suppliers. Identify and explain any unique or special features of your purchase and/or travel card programs:

- A. Does your reporting system have the capability to attach scanned receipts with a statement or other report? If so please describe process.
- B. Do you offer real time alerts for possible fraud charges and other suspicious charges?
- C. Do you offer declining balance cards?
- D. Do you offer integrated (procurement and travel) cards?
- E. Do you offer one time use and/or virtual card/e-payable options?
- F. Do you provide free customized card sleeves?

Identify and explain any additional unique or special features of your Procurement Card program, reporting package(s) and/or services offered. Describe how your financial institution plans to develop new services and maintain competitive in the commercial card industry

The Offeror should provide any additional information that should be considered when evaluating their proposal and supporting documentation that would be pertinent to the response to this RFP.

### **Incentive Program**

The offer should include commissions paid to the university and a complete Financial Offer Summary Form. The proposal should also include any bonuses or incentives for conversion/initial year activity, or other variables such as methods and frequency of payments. Provide the following information:

- A. Explain in detail your financial rebate/revenue share offer. Address your terms for charge spends volume calculations, frequency of payment (daily, weekly, monthly, quarterly, and annually, etc.) and terms for distribution.
- B. Clearly describe any incentive/rebate levels impacted by performance and/or spend factors (average transaction size; spend per card, average days outstanding, large transactions, etc.)
- C. List all fees, charges and incentives associated with your commercial card program (annual fees, late fees, inactive account fees, replacement card fees, cash advance fees, transaction fees, technology license fees, custom reporting, data imports/exports, consulting, training, program reviews, expansion services, etc.).

### **Contract Administration and Program Enhancements**

The offeror should provide a detailed plan of administrative services provided throughout the contract period, including any plans for software upgrades or program enhancements.

#### **4.7 Other Information**

Please provide any additional information that your bank believes to be pertinent but not specifically requested elsewhere in the RFP.

#### **4.8 Strategic Partnership Offering**

##### **Commitments**

Northern Kentucky University is seeking a strategic partnership agreement that will drive mutual value for both the vendor and the institution. Using your category insights and long-term business growth strategy please consider the following which is to be provided in this section and not within sections 4.6.

NKU is looking for strategic partners to work with us on delivering on our goal of student success aligned with the needs of the region. NKU's vision is to be a student-ready, regionally-engaged university that empowers diverse learners for economic and social mobility. NKU strives to do this through our three pillars of focus - access, completion, and career and community engagement.

- Access is expanding NKU programs, services, and delivery options to increase access and become a preferred destination for learners.
- Completion is ensuring that more learners, particularly first-generation, post-traditional, low-income, and underrepresented individuals earn highly valued degrees, certificates, and credentials.
- Engagement is ensuring that NKU will increase its contributions to the economic, civic, and social prosperity of the region through talent development, research and innovation, and the stewardship of place.

NKU is interested in experiences that Offeror's have had with advancing these goals with other University or academic/education partners.

Potential opportunities for partnership are listed below. Opportunities for partnership are not limited to these areas.

- Financial Literacy opportunities with NKU students and parents
- NKU Alumni Association partnership(s)/sponsorship(s) and engagement opportunities with NKU alumni (Alumni Awards and Homecoming)
- NKU Norse Athletics sponsorship and advertising opportunities
- Scholarships (any field, but highlights could be areas of recruitment and emphasis for the financial institution - accounting, marketing, computer science (cybersecurity), information systems, etc.)
- Paid internships or co-ops
- New student orientation (opportunity to engage new students and parents)
- Collaborative research lab - partnership between NKU faculty and students to study problems and projects that financial institutions are seeking to solve using shared data
- Creation of a Bloomberg Financial Trading Lab
- Integration of the US 27 development project
- Participation in any annual events (conferences, etc.) that are held by your bank and could be helpful for the University to attend.

#### **4.9 Pricing for Services**

Offerors are to provide a separate cost structure for each respective Service within Section 4.6 of this RFP.

#### **4.10 Evidence of Successful Performance and Implementation Schedule**

##### **References and Experience**

1. Provide names and phone numbers of three references, preferably with comparable organizations, volumes and disbursement types, who have been using the services requested in this RFP for more than one year. Provide references for each respective service requested within this RFP.
2. Provide any additional information that is relevant to this RFP and your capabilities to provide the services requested (e.g., product brochures, articles in trade journals). Offerors must document their capability to provide on-going functional expertise for the referenced services demonstrating adherence to best practice solutions wherever possible

##### **Implementation** (Be cognizant of the Foundation's interest as well)

1. It is the University's intent to incorporate the terms from the Request for Proposal and your firm's proposal response into the overall contract. Identify any sections of your proposal that you would not be able to incorporate into a contract with the University and explain why.
2. Does your firm agree to the Terms and Conditions identified in this RFP?
3. The University's goal is to issue an award letter to the selected Offeror no later than 09/30/19, and to have full Implementation of banking services phased in by mutual agreement no later than 03/31/20. Discuss if you believe this is a reasonable implementation timeframe and describe in detail any critical implementation milestones needed for the contracted services.
4. The bank will appoint a full time Project Manager (PM) to oversee and manage all conversion and implementation processes from the bank's perspective. This PM will work one to one with the University's Project Manager to achieve a successful implementation. The bank will also appoint an Executive Sponsor (a senior level executive of the bank's management ranks) to champion this project within the bank and to assist the Project Manager, as necessary, in navigating corporate roadblocks. The University will also nominate an Executive Sponsor to be a collaborator with the bank's Executive Sponsor in this successful execution of this program.
5. Specify the persons, by name and function, in your organization that have primary responsibility for implementation and training. Specify for each respective service.

6. Please provide a thorough description of your implementation process (i.e., steps in the process of bringing a contract relationship into production) for the successful phased implementation of requested services no later than 03/31/20 including:
  - a. A detailed listing of major tasks and a proposed time-line per service
  - b. Critical implementation milestones per service
  - c. Communication and training plan per service
  - d. Describe the system to test account set up and data transmission for the implementation.
7. Can the bank implement the awarded services at the Northern Kentucky University through a phased process no later than 03/31/2020? Also, please provide a statement that the Offeror has the resources available to assure meeting an aggressive implementation schedule.

#### **4.11 Other Additional Information**

Offerors may use this section of their form response to propose additional services and information not specifically requested within this Request for Proposal document. Submission of information does not commit the University to accept any such service but may be considered in the final award recommendations. University reserved the right to request and utilize additional services that may arise in the marketplace during the implementation of this contract.

### **5.0 EVALUATION CRITERIA PROCESS**

All proposals will be rank ordered by service category according to the number of proposals received for each category. Each service category within each proposal will be rank ordered by the following criteria: **Quality of the bank, Quality of the solution, Pricing/Costs/Fees, and Strategic Partnership Offer.** The rank order score for Strategic Partnership Offer will be based on the number of banks that submit partnership offers. That score will be the same across all service categories that bank submitted for in its proposal. Scores for these criteria will be totaled for each service category with the highest score being the best. Other Services will be considered separately within their own category.

The University will only score the service categories on an “apples to apples” basis. That is, each service category will have its own total score by bank. Those total scores will only be compared in the same combination for all banks. The University in its sole discretion will decide whether and how to combine the services. If the University decides that it wants all services to be provided by a single provider and only one bank presents this solution then no other solutions will be considered.

An example of this score sheet is attached as Attachment C.

An evaluation committee of University officials will evaluate responsive proposals and score vendor responses based upon the factors listed within the RFP. Several sub-committees with specific knowledge of key areas/services may also be appointed during these evaluations to assist in the overall review process.

After review of the scoring and in its sole discretion, the evaluation committee may invite the top Offerors to on-campus presentations/interviews. The evaluation committee will score these presentations/interviews according to criteria it will publish to those Offerors in advance.



**6.0 SPECIAL CONDITIONS****6.1 Contract Term**

The contract resulting from this RFP shall be effective upon conclusion of negotiations with an anticipated award date of 09/30/19. Full daily operations of awarded services shall be a mutually agreed upon phased process to be fully implemented no later than 03/31/20 or in the case of the Procurement card, 04/30/20. The initial contract will run for seven (7) years and is renewable for three (3) additional one (1) year terms upon mutual consent of both parties. Renewals shall be contingent upon the University's satisfaction with the services performed. The University would like begin implementation planning concurrent with the contract negotiation phase in order to ensure meeting these performance requirements.

**6.2 Effective Date**

The effective date of the contract shall be the date upon which all appropriate approvals have been received and executed by signature.

**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 University. 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 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 Offeror and the Associate Vice President for Business Services and incorporated as a written modification to the contract. Memoranda of understanding and correspondence shall not be interpreted as a modification to the contract.

**6.5 Entire Agreement**

The RFP may be incorporated into a 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.

**6.6 Governing Law**

The Offeror shall conform to and observe all laws, ordinances, rules and regulations of the United States of America and the Commonwealth of Kentucky. Any claim relating to this contract shall only be brought in the Franklin Circuit Court in accordance with KRS 45A-245.

**6.7 Termination for Convenience**

Northern Kentucky University reserves the right to terminate the resulting contract and or specific awarded service sections without cause with a thirty (30) day written notice in accordance with 200 KAR 5:312. Upon receipt by the Offeror of a "notice of termination," the Offeror shall discontinue all services with respect to the applicable contract. The cost of any agreed upon services provided by the Offeror 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).

**6.8 Termination for Non-Performance****Default**

The Director of Procurement Services may terminate the resulting contract for non-performance, as determined by the University in accordance with 200 KAR 5:312, for such causes as:

- Failure 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 Offeror which, in the opinion of the University, is not in its best interest; or failure to comply with the terms of this contract.
- Failure to keep or perform (within the time period set forth herein) or violation of any of the covenants, conditions, provisions or agreements herein contained.
- Adjudication 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 Offeror in any proceeding filed by or against Offeror thereunder. In the event of any such involuntary bankruptcy proceeding being instituted against the Offeror, 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 Offeror might, during that sixty (60) day period, have the opportunity to seek dismissal of the involuntary petition or otherwise cure said potential default.

- 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 Offeror.

**Notification**

The University will provide 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 Director of Procurement Services may terminate the contract.

**6.9 Prime Offeror 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.

**6.10 Assignment**

The Offeror(s) shall not assign the contract in whole or in part without the prior written consent of the University. Any attempted assignment shall be void.

**6.11 Permits, Licenses, Taxes and Registration**

The Offeror 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 Offeror 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 Offeror need not be registered as a prerequisite for responding to the RFP.

The Offeror 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 Offeror.

The Offeror 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.

**6.12 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 Offeror agrees to pay all expenses of such action including attorneys' fees and costs at all stages of litigation.

### **6.13 Patents, Copyrights and Trademarks**

The Offeror shall protect the University from any and all damages or liability arising from alleged infringements of patents, copyrights or trademarks.

### **6.14 Indemnification**

The Offeror 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 Offeror'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.

### **6.15 Insurance**

The successful Offeror shall procure and maintain, at its expense, the following minimum insurance coverages insuring all services, work activities and contractual obligations undertaken in this contract. These insurance policies must be with insurers acceptable to the University.

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

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

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

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

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

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

The successful Offeror agrees to furnish Certificates of Insurance for the above described coverages and limits to the Northern Kentucky University, Business Services-Purchasing Division. The University, its trustees and employees must be added as additional insured on the Commercial General Liability policy with regard to the scope of this solicitation. Any deductibles or self-insured retention in the above-described policies must be paid and are the sole responsibility of the Offeror. Coverage is to be primary and non-contributory with other coverage (if any) purchased by the University. All of these required

policies must include a Waiver of Subrogation (except Workers' Compensation) in favor of the University, its trustees and employees.

It is hereby agreed that in event of a claim arising under this policy, the company will not deny liability by reason of the Additional Insured being a state, county, municipal corporation or governmental agency.

#### **6.16    Method of Award**

It is the intent to award a contract(s) to the qualified Offeror(s) whose offer is conforming to the conditions and requirements of this RFP and is determined to be the most advantageous to the University and University Foundation, based upon the evaluation criteria as listed within this RFP.

A single award is preferred for all services referenced within this RFP, however the University and University Foundation reserve the right to make multiple awards, cancel specific sections of this RFP if deemed to be in their best interest. Award(s) may also be made for University use only should the University Foundation determine any recommended award would not serve the best interest of the University Foundation and their financial needs and requirements.

Notwithstanding the above, this RFP does not commit the University or University Foundation 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.

#### **6.17    Payment of Invoices**

The vendor shall be paid, upon the submission of proper invoices for services rendered. It is the expectation of the University to be on a Net 90 day payment term for related fees under the awarded contract.

#### **6.18    Reciprocal Preference**

In accordance with KRS 45A.494, in the event of a tie a resident Offeror of the Commonwealth of Kentucky shall be given a preference against a nonresident Offeror.

#### **6.19    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. Additionally, the Offeror recognizes that any books, documents, papers, records, or other evidence received during a financial audit or program review shall be subject to the Kentucky Open Records Act.

**6.20 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.

Information areas which normally might be considered proprietary, and therefore confidential, shall be limited to individual personnel data, customer references, formulae and University financial audits which, if disclosed, would permit an unfair advantage to competitors. If a proposal contains information in these areas and the Offeror declares them to be proprietary in nature and not available for public disclosure, the Offeror shall declare in the Transmittal Letter 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, outside the areas listed above 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.

**6.21 Treatment of Personal Information**

To the extent Offeror receives Personal Information as defined by and in accordance with Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931-934 (the "Act"), Offeror shall secure and protect the Personal Information and ensure the same of its agents or subcontractors having access to the Personal Information.

**6.22 Conflict of Interest**

Any Offeror responding to this Request for Proposal are required to disclose any potential conflict of interest. If the owner of the bidding firm is related to a Northern Kentucky University employee, that relationship must be disclosed in writing and made a part of the bid response. Definition Related Person: Related person to a University employee means a spouse or dependent child of such employee. The term extends to other individuals sharing the same household as well as siblings, parents and non-dependent children (including step and in-law variations of those relationships) in circumstances where the University employee has actual knowledge that such relative is likely to or will benefit from a particular University transaction.

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

**6.23 University Graphic Standards, Right to Marks**

### **Activation**

- 1) Offeror will have the right to utilize Northern Kentucky University marks in promoting its association with the University. All use of Northern Kentucky University marks and logos must be approved by Northern Kentucky University Office of Communications and Marketing.
- 2) Offeror will receive listing as the preferred “Partner” of Northern Kentucky University.
- 3) Subject to and in accordance with federal laws including the Family Educational Rights and Privacy Act, Offeror agrees not to use the Northern Kentucky University mail list to solicit the Northern Kentucky University students, faculty, staff or alumni for the purchase of products and services including Personal Banking Services without the prior written approval of Northern Kentucky University. The expenses of these general mailings, including supplies, printing, handling and postage, shall be the sole responsibility of Offeror. No mailings or advertising to Northern Kentucky University students, faculty, staff or alumni as provided for herein shall be conducted by Offeror without the prior approval of the Northern Kentucky University Office of Communications and Marketing. The substance and contents of all mailings, advertising, and other promotional materials aimed at Northern Kentucky University must be approved by Northern Kentucky University Office of Communications and Marketing prior to any distribution thereof. Neither party shall use the names or trademarks of the other party or of any affiliated corporation in connection with any solicitation hereunder or in any other manner, without the prior written consent of the other party.
- 4) Northern Kentucky University will provide Offeror with a computer tape, disk, or electronic file of the names and addresses of all members to receive any permitted general mailing, not to exceed one name per household. Offeror will provide a secure FTP site for the transfer of data. Offeror will keep the computer tape, disk, or electronic file secure, and will not disclose, transfer, release, or use the information contained on the computer tape, disk, or electronic file in any way, or permit any agent, Offeror, or third party to do so, except for the purpose of mailing to Northern Kentucky University students, faculty, staff or alumni or otherwise performing its obligations under this Agreement or with Northern Kentucky University’s consent. Upon termination of this agreement between Northern Kentucky University and OFFEROR, all data, including disks, tapes and electronics files in the possession of OFFEROR or its agents, Offerors, or a third party will be terminally destroyed.
- 5) Any request for data should be newly initiated to insure that fresh, current data is utilized. Previously distributed or held data or information should be not be used.

### **6.24 REQUEST FOR PROPOSAL PROTESTS**

Any actual or prospective Offeror who is aggrieved in connection with the solicitation or selection for award of a contract by Northern Kentucky University may file a protest via Certified Mail addressed to the Director of Procurement Services within two calendar weeks after such aggrieved person knows or should have known the facts giving rise thereto. All protests must be in writing and must use the phrase **"Request for Proposal Protest"** in the letter. The Director of Procurement Services shall review all facts

presented and render a determination, in writing, promptly to the aggrieved person along with directions for further appeal.

In the event of a protest, the University may notify the successful Offeror to suspend the contract/order while the protest is being reviewed. Depending on the outcome of the protest, the contract/order may be cancelled or confirmed.

## **7.0 OFFEROR CERTIFICATION**

Northern Kentucky University is committed to conducting its procurement practices in accordance with federal and Commonwealth of Kentucky laws and regulations and with firms committed to an Equal Employment Opportunity policy. Towards that end the vendor is requested to review the following. Awarded vendors will be required to agree to and comply with the applicable provisions of the Supplier Certification when conducting business with the University.

### **OFFEROR CERTIFICATION**

The following certifications and acknowledgements are applicable as indicated by the particular provision and agreed to by the Offeror by its signature above.

The term “Offeror,” as used in this document, refers to the entity that is supplying the goods or services to Northern Kentucky University or one of its affiliated corporations. In this or related documents, the entity may also be referred to as Bidder, Applicant, Contractor, Seller, Second Party, Subcontractor or other similar term.

The term “Contract”, as used in this document, refers to the agreement, purchase order, memorandum of understanding, subcontract, subaward, or other similar document specifying the provisions under which the Offeror is providing goods or services to Northern Kentucky University or one of its affiliated corporations.

The term “NKU affiliated entity” refers to Northern Kentucky University , Northern Kentucky University Research Foundation, Inc. , Northern Kentucky University Athletic Association, or Northern Kentucky University Foundation.

## **1. EQUAL OPPORTUNITY CLAUSE**

(Applicable to Offerors exceeding \$10,000 in Contracts with a Northern Kentucky University affiliated entity in a twelve month period)

This Contract is subject to the requirements of Executive Orders 11246 and 11375 and the rules and regulations of the U.S. Secretary of Labor (41 CFR Chapter 60) in promoting Equal Opportunities.

During the performance of this Contract the Offeror agrees as follows:



- a. Offeror will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. Offeror will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship. Offeror agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this nondiscrimination clause.
- b. Offeror will, in all solicitations or advertisements for employees placed by or on behalf of the Offeror, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin.
- c. Offeror will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of Offeror's commitments under Section 202 of Executive Order 11246 of September 24, 1965, as amended, and shall post copies of the notice in conspicuous places available to employees and applicants for employment
- d. Offeror will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders.
- e. Offeror will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Affirmative Action Office for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of Offeror's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part, and Offeror may be declared ineligible for further Government contracts in accordance with the procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. Offeror will include the provisions of Paragraphs (a) through (g) in every subcontract or purchase order unless exempted by the rules, regulations, or orders issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provision will be binding upon each subcontractor or vendor. Offeror will take such action with respect to any subcontract or purchase order as the Government or Buyer may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event Offeror becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, Offeror may request the United States to enter into such litigation to protect the interests of the United States.<sup>1</sup>

## **2. AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA**

(Applicable to Offerors exceeding \$10,000 in Contracts with a NKU affiliated entity)

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<sup>1</sup> For federally-assisted construction contracts, the Offeror further agrees that it shall comply with the requirements of 41 CFR 60-1.4(b), which is specifically incorporated by reference herein.

This Contract is subject to the requirements of Executive Order 11701 and the regulations of the U.S. Secretary of Labor (41 CFR Chapter 60, Part 60-250) in promoting employment opportunities for disabled and Vietnam veterans.

During the performance of this contract or purchase order, Offeror agrees as follows:

- a. To provide special emphasis to the employment of qualified disabled veterans and veterans of the Vietnam era. The Offeror also agrees that all suitable employment openings of the Offeror which exist at the time of execution of this Contract and those which occur during the performance of this Contract, including those not generated by this Contract and including those occurring at an establishment of the Offeror other than the one wherein the Contract is being performed but excluding those of independently operated corporate affiliates, shall be offered for listing at an appropriate local office of the State Employment Service system wherein the opening occurs and to provide such reports to such local office regarding employment openings and hires as may be required: provided, that if the Contract or purchase order is for less than \$10,000 or if it is with a state or local government, the reports set forth in Paragraphs (c) and (d) of this clause are not required.
- b. Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment service or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of any
- c. particular job applicant or from any particular group of job applicants, and nothing herein is intended to relieve the Offeror from any requirements in Executive Order or regulations regarding nondiscrimination in employment.
- d. The reports required by Paragraph (a) of this clause shall include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office or where the Offeror has more than one establishment in a state, with the central office of the state employment service. Such reports shall indicate for each establishment (1) the number of individuals who were hired during the reporting period; (2) the number of those hired who were disabled veterans; and (3) the number who were nondisabled veterans of the Vietnam era.
- e. The Offeror shall submit a report within 30 days after the end of each reporting period wherein any performance is made on this contract or purchase order. The Offeror shall maintain copies of the reports submitted until the expiration of one year after final payment under the Contract, during which time they shall be made available, upon request, for examination by any authorized representatives of the contracting officer or of the University's Affirmative Action Office.
- f. Whenever the Offeror becomes contractually bound to the listing provisions of this clause, he shall advise the employment service system in each state wherein he has establishments of the name and location of each such establishment in the state. As long as the Offeror is contractually bound to these provisions and has so advised the state system, there is no need to advise the state system of subsequent contracts or purchase orders. The Offeror may advise the state system when it is no longer bound by this contract clause.
- g. This clause does not apply to the listing of employment openings which occur and are filled outside of the 50 states, the District of Columbia, Puerto Rico, Guam, and the Virgin Islands.
- h. This clause does not apply to openings which the Offeror proposed to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement. This exclusion does

not apply to a particular opening once an employer decides to consider applicants outside of his own organization or employer-union arrangement for that opening. h. As used in this clause:

1. “All suitable employment openings” includes, but is not limited to, openings which occur in the following job categories: production and nonproduction; plant and office; laborers and mechanics; supervisory and nonsupervisory; technical, and executive administrative, and professional openings which are compensated on a salary basis of less than \$18,000 per year. This term includes full-time employment, temporary employment of more than three days’ duration, and part-time employment. It does not include openings which the Offeror proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement. Under the most compelling circumstances an employment opening may not be suitable for listing, including the situations where the needs of the Government cannot reasonably be otherwise supplied, where listing would be contrary to national security, or where the requirement of listing would otherwise not be for the best interest of the Government
2. “Appropriate office of the state employment service system” means the local office of the federal state national system or public employment offices with assigned responsibility for serving the area where the employment opening is to be filled, including the District of Columbia, Guam, Puerto Rico, and the Virgin Islands.
3. “Openings which the Offeror proposes to fill from within his own organization” means employment openings for which no consideration will be given to persons outside the Offeror’s organization (including any affiliates, subsidiaries, and the parent companies) and includes any openings which the Offeror proposes to fill from regularly established “recall” or “rehire” lists.
4. “Openings which the Offeror proposes to fill pursuant to a customary and traditional employer union hiring arrangement” means employment openings for which no consideration will be given to persons outside of a special hiring arrangement, including openings which the Offeror proposes to fill from union halls, which is part of the customary and traditional hiring relationship which exists between the Offeror and representatives of his employees.
5. “Disabled veteran” means a person entitled to disability compensation under the law administered by the Veterans’ Administration for disability rates at 30 per centum or more, or a person whose discharge or release from active duty was for a disability incurred or aggravated in line of duty.
6. “Veterans of the Vietnam era” means a person (1) who (i) served on active duty for a period of more than 180 days, any part of which occurred after August 05, 1964, and was discharged or released therefrom with other than a dishonorable discharge, or (ii) was discharged or released from active duty for service-connected disability if any part of such duty was performed after August 05, 1964, and (2) who was so discharged or released within the 48 months preceding his application for employment covered under this part.

### **3. CERTIFICATE OF NONSEGREGATED FACILITIES**

(Applicable to Offerors exceeding \$10,000 in Contracts with a NKUaffiliated entity)

This Contract is subject to the requirements of Executive Order 11246 and the regulations of the U.S. Secretary of Labor (41 CFR Part 60-1.8) prohibiting segregated facilities based upon race, color, religion, sex or national origin.

The undersigned Offeror certifies to Northern Kentucky University and the Federal Government agencies with which it contracts that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit the employees to perform their services at any location under his control where segregated facilities are maintained. Offeror certifies further that he will not maintain or provide for his employment any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The undersigned bidder, offerer, applicant, Offeror, or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this Contract. As used in this certification, the term “segregated facilities” means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time period) he will obtain identical certifications from proposed subcontractors prior to the award of subcontractors exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity

Clause, that he will retain such certification in his files, and that he will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certification for specific time periods):

#### **NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATION OF NONSEGREGATED FACILITIES**

A Certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provision of the Equal Opportunity

Clause. The Certification may be submitted either for each subcontract or for all subcontracts or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

#### **4. EMPLOYMENT OF INDIVIDUALS WITH DISABILITIES**

(Applicable to Offerors exceeding \$10,000 in Contracts with a NKU affiliated entity)

This Contract is subject to the requirements of Executive Order 11758, section 503 of the Rehabilitation Act of 1973, as amended, and the regulations of the U.S. Secretary of Labor (41 CFR Part 60-741.5) to promote the employment and advancement of qualified handicapped individuals.

During the performance of this Contract, Offeror agrees as follows:

- a. that it will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Offeror agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based on their physical or mental disability in all employment practices, including the following:
  - i. Recruitment, advertising, and job application procedures;

ii. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;  
 iii. Rates of pay or any other form of compensation and changes in compensation;  
 iv. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;  
 v. Leaves of absence, sick leave, or any other leave; vi. Fringe benefits available by virtue of employment, whether or not administered by the Offeror; vii. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training; viii. Activities sponsored by the Offeror including social or recreational programs; and ix. Any other term, condition, or privilege of employment.

b. that it will comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

c. that in the event of noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

d. that it will post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the Offeror's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The Offeror must ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Offeror may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair).

e. that it will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Offeror is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment individuals with physical or mental disabilities.

f. that it will include the provisions of this clause in every subcontract or purchase order in excess of \$10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Offeror will take such action with respect to any subcontract or purchase order as the Deputy Assistant Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

## **5. AFFIRMATIVE ACTION PROGRAM REQUIREMENT**

(Applicable to Offerors employing 50 or more employees and exceeding \$50,000 in Contracts with an NKU affiliated entity)

This Contract is subject to the requirements of Executive Order 11758, section 503 of the Rehabilitation Act of 1973, as amended, and the regulations of the U.S. Secretary of Labor (41 CFR Part 60-741.40) in

promoting affirmative action in Employment of the Handicapped. Offeror agrees to conform to its requirements as outlined in 41 CFR Part 60-741.44.

Furthermore, Offeror agrees to develop a written Affirmative Action Compliance Program for each of its establishments as required by 41 CFR 60-2.1.

## **6. FILING CERTIFICATE**

(Applicable to Offerors employing 50 or more employees and exceeding \$50,000 in Contracts with a NKU affiliated entity)

Offeror has filed or will file the necessary compliance reports, including Standard Form 100 (EEO-1) where and when required by law and applicable regulations, including, without limitation, the Civil Rights Act of 1964 as amended by the Equal Employment Opportunity Act of 1972 and regulations in 41 CFR 60-1.7. Offeror further agrees that it shall require similar certification and filing from its nonexempt subcontractors and Offerors. The Offeror agrees to submit a copy of his Affirmative Action Program to the Procurement Services, NKU, within 30 days after the award to him of a Contract. Subsequent reports shall be submitted annually in accordance with 41 CFR 60-1.7(a)(1).

## **7. AFFIRMATIVE ACTION CERTIFICATE**

(Applicable to Offerors employing 50 or more employees and exceeding \$50,000 in Contracts with a NKU affiliated entity)

Offeror has developed, is maintaining, and will continue to maintain the written affirmative action compliance program to guarantee equal employment opportunity to minority groups required by applicable laws and regulations, including, without limitations, those appearing in 41 CFR 60-1.40. Offeror further agrees that it shall require similar certification and filing from its nonexempt subcontractors and Offerors.<sup>2</sup>

## **7. ADMINISTRATIVE, CONTRACTUAL, LEGAL REMEDIES**

(Applicable to federally funded Contracts exceeding \$150,000 [or a higher threshold if the \$150,000 is adjusted for inflation as determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council])

Offeror acknowledges that the applicable NKU affiliated entity may impose sanctions or penalties on the Offeror for violation of terms of the Contract or breach of contract including violation of applicable regulations, other applicable provisions of law, or any directive or instruction from the NKU affiliated entity or the federal entity providing the funding. The NKU affiliated entity will determine the appropriate sanction and/or penalty, up to and including the inability to provide future goods or services to any NKU affiliated entity. In determining the appropriate sanction and/or penalty, the NKU affiliated entity will consider previous violations, potential harm to the project for which the goods or services are being provided, and any other relevant factors. The Offeror will be notified in writing of the intent to sanction and/or penalize and will have 10 business days from the date of receipt of the notice to submit a written

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<sup>2</sup> Nonconstruction contractors should refer to 41 CFR Part 60-2 for specific affirmative action requirements. Construction contractors should refer to 41 CFR Part 60-4 for specific affirmative action requirements.



response. The response will be reviewed and a final decision will be communicated in writing to the Offeror. These sanctions or penalties do not preclude the NKU affiliated entity, nor the Offeror, from pursuing any other alternate dispute resolution or legal remedy to which either may be entitled under law or regulation.

#### **8. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

(Applicable to federally funded Contracts exceeding \$100,000 which involves the employment of mechanics and laborers)

Offeror agrees to pay salaries and wages in accordance with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) as supplemented by Department of Labor regulations (29 CFR part 5.) Offeror acknowledges that such requirements include computation of wages of a standard work week of 40 hours for every mechanic and laborer and that work in excess of the standard work week is permissible provided the worker is compensated at a rate no less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. These requirements do not apply to purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

#### **9. CLEAN AIR AND FEDERAL WATER POLLUTION CONTROL ACT**

(Applicable to federally funded Contracts exceeding \$150,000)

Offeror agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Offeror acknowledges the requirement to report any violations with the funding Federal agency and to the Regional Office of the Environmental Protection Agency (EPA) and agrees to notify the NKU affiliated entity of any such violations.

#### **10. TERMINATION**

(Applicable to federally funded Contracts exceeding \$10,000)

The NKU affiliated entity shall have the right to terminate/cancel this Contract at any time upon thirty (30) days' written notice to the Offeror. The NKU affiliated entity shall pay Offeror for termination costs as allowable under OMB Circular A-21 or 2 CFR Part 200 as applicable.

#### **13. LOBBYING/ANTI-KICK BACK**

Copeland Anti-Kick Back Act:

(Applicable to any federally funded Contracts or funded by a federal loan)

The Offeror agrees to comply with the Copeland "Anti-Kick Back" Act (18 USC 874) as supplemented in the Department of Labor Regulations (29 CFR, Part 3). This Act provides that each Offeror, Bidder, subcontractor or subgrantee is prohibited from inducing, by any means, any person employed in the construction, prosecution, completion or repair of any public building, public work, or building or work

financed in whole or in part by loans or grants from the United States to give up any part of the compensation to which he is otherwise entitled.

Certification Governing Lobbying:

(Applicable to federally funded Contracts exceeding \$100,000)

The Offeror certifies to the best of his/her knowledge and belief that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Offeror, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, , the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Offeror shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying", to the NKU affiliated entity.
- 3) The Offeror shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### **14. ACCESS TO RECORDS**

(Applicable to any federally funded Contracts)

The NKU affiliated entity reserves the right to inspect, upon reasonable advance notice by the NKU affiliated entity and during normal business hours, Offeror's physical facilities, and all books, records, and documents of any kind pertaining to this Contract or Offeror's performance of supplying the goods or services provided by this Contract. Offeror agrees to provide copies of any records, receipts, accounts or other documentation to the NKU affiliated entity in a timely fashion as reasonably requested by NKU affiliated entity. Offeror will keep all usual and proper records and books of accounts in accordance with Generally Accepted Accounting Principles (GAAP) relating to performance of the Contract for a minimum period of three (3) years after the date of receipt of the final payment.

#### **15. AUDITS**

(Applicable to any federally funded Contracts)



Offeror assures NKU affiliated entity that it complies with either A-133 or the applicable provisions of 2 CFR Part F Audit Requirements (§200.500-200.520) applicable to assurances from subawards/subcontracts and that it will notify the NKU affiliated entity of completion of required audits and of any adverse findings which impact this Agreement, including those required audits conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS). The NKU affiliated entity reserves the right to inspect, upon reasonable advance notice and during normal business hours, Offeror's physical facilities used to provide the Services undertaken under this Agreement, and all books, records, and documents of any kind pertaining to the provision of the Services provided under this Agreement. Offeror agrees to provide copies of any records, receipts, accounts or other documentation in a timely fashion as reasonably requested by the NKU affiliated entity. Offeror will keep all usual and proper records and books of accounts in accordance with Generally Accepted Accounting Principles (GAAP) relating to performance/provision of Services for a minimum period of three (3) years after the date of receipt of the final payment.

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This Offeror Certification is hereby incorporated into the applicable Contract with you. Your signature on the Contract, acceptance of the Contract/purchase order, acceptance of payment, or other form of acceptance/acknowledgement (e.g. continuing business relationship) with a NKU affiliated entity indicates your agreement to and acceptance of the applicable provisions. No counter offer or provision of alternate terms and conditions is accepted by the NKU affiliated entity. Any changes must be agreed to in a signed separate writing specifically addressing the particular provision(s).

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

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

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

**REFERENCES**

**Offeror Qualifications:** The Offeror is required to submit a list of completed projects where he has performed **similar work** to that specified herein.

**Organization:** \_\_\_\_\_

**Contact Name:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**Date Work Completed:** \_\_\_\_\_ **Value of Contract:** \_\_\_\_\_

**Project Manager assigned to this project:** \_\_\_\_\_

**Brief Project Description:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**Organization:** \_\_\_\_\_

**Contact Name:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**Date Work Completed:** \_\_\_\_\_ **Value of Contract:** \_\_\_\_\_

**Project Manager assigned to this project:** \_\_\_\_\_

**Brief Project Description:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**Organization:** \_\_\_\_\_

**Contact Name:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**Date Work Completed:** \_\_\_\_\_ **Value of Contract:** \_\_\_\_\_

**Project Manager assigned to this project:** \_\_\_\_\_

**Brief Project Description:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_