

REQUEST FOR PROPOSALS

NKU-07-19



Technical Best Practices & Research

8/21/2018

Proposal NO: NKU-07-19
Issue Date: August 21, 2018
Title: Technical Best Practices & Research
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: 09/07/2018 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 KRS 45A.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	TYPED OR PRINTED NAME:	WEB ADDRESS:
FEDERAL EMPLOYER ID NO.:	SIGNATURE:	DATE:

NOTICE OF ADVERTISEMENT

Issue Date: August 21, 2018

Deadline for Questions: August 29, 2018 @ Noon

Response Deadline (Proposals Due): September 7, 2018 @ 2:00 PM EST

Submittal of Proposals

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

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

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

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

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

Ryan Straus
Bid Specialist, Procurement Services
Northern Kentucky University
Lucas Administrative Center, 617
Highland Heights, KY 41099
FAX: 859.572.6995

Email: strausr2@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.

I. General Background for RFP**A. General Scope:**

Northern Kentucky University is seeking sealed proposals for Information Technology best practice research, advisory guidance, and reusable templates for all IT staff to augment our efforts and accelerate technical projects across several major initiatives. The initiatives include, but are not limited to, cybersecurity, risk management, data & analytics, cloud computing, application architecture, mobile development, integration, and identity & access management.

Pricing should include all research materials, reusable templates, and analyst calls for all IT members per the Contract Term section.

Respondents are requested to submit proposals that address each of the University's requirements as stated in this solicitation, in the order presented, and to include sufficient information to allow the University to evaluate the solution proposed and determine its appropriateness for the campus.

End-User details:

The proposed solution must be available to all Northern Kentucky University IT staff (i.e. not licensed on an individual user basis).

B. Contract Term

Pricing for this contract shall be firm for the contract option that is awarded by the University. The University is requesting pricing proposals for a one (1) year period.

Respondents must propose all of the options requested. We will not divide into separate options. The University will choose the option that is the most advantageous for the University. Failure to do so may eliminate your response from consideration in the RFP evaluation and award.

- Period of one year (12 months)
- Upon mutual agreement between the successful contractor and Northern Kentucky University, this contract may be renewed for two (2) additional twelve-month periods at the original quoted bid price. All other terms, conditions, delivery, etc. will remain the same as the original bid. The successful contractor should furnish the written agreement to Northern Kentucky University sixty days prior to the renewal date.

The effective date of the contract shall be as soon as the purchase order is processed or the date upon which the Parties execute the contract and all appropriate approvals have been received whichever is later.

II. Northern Kentucky University**A. BRIEF DESCRIPTION OF THE UNIVERSITY**

Founded in 1968, today NKU enrolls more than 14,000 students, with 2,000 students residing on campus. Named among "America's Top Colleges" by *Forbes* for eight consecutive years, NKU is noted for its commitment to excellence in the classroom, innovative and nationally-ranked academic programs, commitment to diversity and inclusion, and for leading the way in regional stewardship and service learning.

Our 17 athletic programs recently completed the transition to NCAA Division I competition and are eligible to compete for NCAA Division I championships for the first time. For 11 consecutive semesters, our student-athletes have also posted a cumulative GPA of 3.0 or better, including 3.28 in Fall 2016.

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

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

In 2018, NKU will open a new academic facility, the Health Innovation Center, which will be home to the College of Health Professions and to transdisciplinary programs that will position us to address the most important population health challenges confronting our region and the nation, including the crisis of opioid addiction.

As we celebrate our 50th anniversary, we are on the rise.

III. Proposal

A. Preparation and Submission of Proposal

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

The RFP Response should be organized as follows:

Tab	Content
1	Firm Background
2	Proposal Overview
3	Project Requirements / Scoring Matrix
4	Financial Proposal

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

The respondent shall submit, via US Postal Service, courier or other delivery service, five bound copies, one unbound original, and one electronic copy (thumb drive, CD, etc.) of its proposal in a sealed package by **September 7, 2018 @ 2pm**. Failure to provide the required number of copies and an unbound original will result in the submittal being considered non-responsive and disqualified from the selection process. Submittals shall be addressed to:

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

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

RFP NKU-07-19
Technical Best Practices & Research

B. Proposal Requirements and Specifications**1. Firm Background**

- a) Describe the history of your company and expertise in delivering technical best practices research.
- b) Explain your firm's practices for ensuring objectivity and impartiality of your research; for instance, does your firm publish vendor-sponsored research?
- c) Please describe the financial condition of company (including credit rating, etc.)
- d) List some of the professional certifications and qualifications held by your firm's research analysts.
- e) What distinguishes your company from alternative providers?
- f) Provide a minimum of 5 Higher Education references (contact name, institution, phone/email, must be current clients of the service)
- g) Provide the total number of unique research documents available within the overall database
- h) Provide a description of the editable:
 - Architectural blueprints
 - Implementation road maps
 - Documents providing alternatives for developing technical architectures.

2. Proposal Overview

The 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.

3. Project Requirements / Scoring Matrix

NKU seeks in-depth, technical research for their IT technologists, architects and implementation managers, to help deliver outstanding results on major NKU initiatives through an online comprehensive commercially available database. The research must be available to all IT staff on campus at NKU (i.e. not licensed on an individual user basis).

NKU is not seeking high-level directional guidance for the institution's business or IT strategy; rather, we are seeking technical best practices focused on how to deploy technology. Contractor shall deliver research that provides advice on how to deploy specific IT related programs for the enterprise IT staff. The database shall include multiple editable architectural blueprints, implementation road maps and alternatives for developing technical architecture that focus on information security, application architectures, cloud computing and infrastructure, data and analytics, identity management, and mobile application development.

The University has established minimum technical requirements for the proposed system in order to meet the University's needs. For each requirement mark if the system proposed "Complies Fully", "Complies Partially" or "Does Not Comply".

*Please see the scoring matrix below.

		Complies Fully	Complies Partially	Does Not Comply
1	Detailed, actionable guidance through reports			
2	The ability to speak remotely with Contractor's technical analysts and subject matter experts for up to 60-minute consultative sessions on an unmetered basis.			
3	A minimum of 50 full-time subject matter experts and/or analysts publishing technical research and available for consultative inquiries with NKU IT staff.			
4	Analysts must have, on average, a minimum of 20 years' IT industry experience			
5	IT architecture design and technical requirements recommendations			
6	Templates to build an architectural blueprint of the infrastructure and critical relationships between systems through re-usable graphics			
7	How-to guidance including frameworks and best practices guidance to successfully implement a technology			
8	Perspectives of how other IT organizations are deploying and managing new technologies, based on research from in-depth interviews with a select group of customers			
9	Reusable templates to accelerate the creation of internal architecture, graphics and documentation			
10	Documents that provide translation of technical material for communication up the management chain and across functions			
11	Industry vendor evaluations from the practitioner perspective			
12	An online forum for networking with other technical professional peers globally			
13	A dedicated account team to help staff navigate and use the service on a day-to-day basis			
14	Technical conferences focused on networking and informative sessions on cloud, security, data analytics, mobile development and application strategies.			

* For each technical requirement listed above, please explain how the proposed system "Complies Fully", "Complies Partially", or "Does Not Comply". Any further information to document and detail your responses should be included within this section in the order each requirement is stated.

4. Financial Proposal

- a) The Financial Summary shall contain complete financial offer made to the University fully describing all aspects of the proposal. Describe in detail the financial proposal you are offering the University for the Products and Services. All costs associated with the RFP for which the University is responsible must be included.
- b) Respondents should be creative in presenting various alternatives for providing services at the least possible cost to the University. The University will select the financial option that best meets the overall needs of faculty, staff, and students.
- c) Respondents should include any or all of the following applicable value-added options in their proposal response and clearly state the details of options proposed:

- Signing bonus for contract options
 - Prompt payment terms/discount
- d) Respondents should describe all the various services in which Respondent can assist end users and offer the services in the proposal. Respondents should clearly state the cost of all service/ maintenance agreements offerings. Please provide a list of the services that can be provided, if any, and the cost.

At a minimum, the cost proposal should include:

- Annual Cost – Itemized
- One-time costs (setup, implementation, etc)

C. Evaluation Criteria / Process

The criteria to be used for evaluating proposals include, but are not limited to the following. Each of these criteria is addressed elsewhere in the RFP document and shall be addressed under the relative RFP specification number.

All proposals should be complete to be considered responsive. If the proposal fails to conform to the requirements of the RFP, the University will determine whether the variance is significant enough to consider the proposal.

- Proposal preparation, compliance with steps and procedures utilized in the completion and submission of the proposal
- Qualifications, experience, references and past performance of Respondent as determined by Respondent's background information and references.
- Ability to meet specifications as described herein, compliance with terms and conditions.
- Responses to questions found throughout the RFP
- Order placement and timely completion
- Breadth and quality of Products/ Services, warranties, workmanship, services and maintenance
- Pricing proposal which provides, additional financial considerations, increased discounts, lower overall costs and terms of proposal financial stability
- Added Value/Incentives and Services
- Oral Presentation/ Demonstration, if requested
- Other information as deemed relevant by the University

The University intends to award this contract to the Respondent submitting the best overall proposal based on an evaluation of all qualified proposal responses. Enhancements to the minimum requirements will be considered. Respondent bears sole responsibility for the items included or not included in the response submitted. Exceptions to the terms and specifications contained within this request may result in disqualification.

If required, Proposers will be selected for detailed review and evaluation, including oral presentation. The University reserves the right to be the sole judge as to the overall acceptability of any proposal and compliance with the specifications/ requirements of this RFP.

The University shall make such investigation, as it deems necessary to determine the ability of the Respondent to provide the specified service, equipment and/or perform the requirements of this contract in an excellent manner.

Any award made based on responses to this Request for Proposal is contingent upon available funding.

Any contract(s) resulting from this Request for Proposal will be awarded in writing to responsive and responsible Respondent(s) whose proposal, in the opinion of the evaluation team, offers the greatest benefit to the University.

	Max Points
Proposal Scoring Matrix	500
Firm Background	200
Requirements	200
Financial Proposal	100

D. Respondent Presentations

All Respondents whose proposals are judged acceptable for award may be required to make a Respondent presentation/ demonstration to the evaluation committee prior to the award of RFP. Selected respondent(s) shall be given a script and/or instructions for the presentation in order to provide the evaluation team further insight regarding their proposal and to clarify any issues. Failure of a Respondent to conduct a demonstration/presentation on the date scheduled may result in rejection of the Respondent's proposal.

IV. Special Conditions

A. Addenda/Clarifications

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

B. Confidentiality

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

C. Proposal Evaluation Process

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

D. Pre-Contractual Expenses

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

1. preparing its proposal in response to this RFP;
2. submitting its qualifications to the university;

3. negotiating with the university any matter related to this submittal; or,
4. any other expenses incurred by a respondent prior to the date of award of a contract to the selected respondent.

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

E. Contract Award

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

F. Electronic Responses

Electronic responses are not permitted.

G. Foreign Corporations

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

K. Occupational License

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

L. Insurance

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

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

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

Our basic insurance requirements are:

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

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

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

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

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

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

M. Personal Services Contract

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

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

REGARDING PERSONAL SERVICE CONTRACT INVOICING

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

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

Bidder Qualifications: The bidder 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: _____
