

REQUEST FOR PROPOSALS

RFP NKU-32-2021



NKU GLBA Consulting

February 25, 2021

Proposal NO: NKU-32-2021
Issue Date: February 25, 2021
Title: NKU GLBA Consulting
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: 03/11/2021 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	TYPED OR PRINTED NAME:	WEB ADDRESS:
FEDERAL EMPLOYER ID NO.:	SIGNATURE:	DATE:

Project Name: NKU GLBA Consulting

Issue Date: February 25, 30, 2021

Deadline for Questions: March 4, 2021 @ Noon

Response Deadline (Proposals Due): March 11, 2021 by 2 PM

Submittal of Proposals

This information shall be transmitted via or e-mail to:

Proposals must be submitted electronically.

Note: Due to the current situation with COVID -19, we are asking that all bids be submitted electronically to strausr2@nku.edu by the time and date specified.

Either a PDF or a link such as DropBox, Microsoft One Drive, Google Drive, etc. is acceptable. Bids received after the closing date and time will not be considered.

Ryan Straus

Coordinator, Procurement Services
Lucas Administrative Center, Suite 617 1 Nunn Drive
Northern Kentucky University
Highland Heights, KY 41099
Strausr2@nku.edu

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:

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:**

The purpose of the GLBA consultation is to determine the University's adherence to the Gramm-Leach-Bliley Act (GLB Act) also called the Financial Services Modernization Act of 1999. The overall objectives are to identify:

- Determine what then University's current position is,
- Ensure the safety and confidentiality of customer information,
- Protect against potential threats to the security or integrity of customer data,
- Protect against unauthorized access or use of customer data.

The Assessment needs to be performed at times that are conducive to NKU academic and business schedules.

B. Contract

This is a multi-year consultation services contract. The resulting contract from this RFP will expire three years from awarded date of the project.

C. Responsiveness

The objective of the selection process is to provide a uniform methodology for Northern Kentucky University to procure IT consultation services. Members of the selection committee are asked to fairly evaluate all responses and to compare each team's qualifications with the project requirements. Selections will be determined through the unbiased and independent interaction of the members of the committee. Therefore, it is in your firm's best interest to be specifically responsive to the requirements of this solicitation.

Respondents shall be limited to one proposal per respondent per project. For the purposes herein, a "respondent" means the legal entity which responds to an RFP. Multiple respondent proposals per project will all be deemed as being non-responsive. By submitting qualifications, the respondent represents that it has thoroughly examined and become familiar with the work required under this RFP and that it is capable of performing quality work to achieve the university's objectives. Note: Sub-consultants can be a member of more than one team.

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

Northern Kentucky University (NKU) is a public university founded in 1968, located in Highland Heights, Kentucky, and part of the Cincinnati Metropolitan Region. It serves 14,500 students, of which about 85% are undergraduates. Students come from 40 states and 54 countries. NKU offers 90 bachelor's degrees, two associate degrees, 24 graduate programs, one Juris Doctor, a Doctor of Education in Educational Leadership and a Doctor of Nursing Practice degree as well as 17 Division I Athletic teams.

The university is served by more than 2,600 employees and over 72,000 alumni, NKU is known for its public engagement work and has close ties to the business, government, and non-profit entities in the region as well as to the region's P-12 and post-secondary schools.

Our Mission

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

Our Vision

NKU will be nationally recognized for being a student-ready, regionally-engaged university that empowers diverse learners for economic and social mobility.

Our Core Values

We will promote a culture that fosters and celebrates excellence in all that we do.

- We will engage in honest, fair, and ethical behavior with integrity at the heart of every decision and action.
- We will foster a community of belonging by embracing equity, diversity, and inclusiveness.
- We will approach our work—how we teach, engage and serve—with creativity and innovation.
- We will maintain a climate of collegiality built on respect and characterized by open communication and shared responsibility.

Through our **Success by Design strategic framework**, NKU is committed to advancing student success aligned with the needs of the region through providing access to all individuals seeking higher education, removing barriers to help students complete their higher education goals, and preparing students for productive careers and community engagement.

III. Specifications / Scope of Work

Objectives of the GLBA Consulting Service

1. If PII is discovered during the consultation, then NKU must be notified immediately to resolve.
2. Requirements and analysis performed to increase overall security.
3. Ensure that NKU is following privacy standards set forth by the GLBA.
 - a. Privacy Rule (16 CFR 313)
 - b. Safeguards Rule (16 CFR 314)

NKU personnel will be available to answer questions about the network and server architecture, as well as current security procedures and controls. Perform the consultation and testing in such a way that NKU business and services will not be affected or disrupted in any way. If a disruption is required or needed, then an agreed upon time can be arranged.

Section I: Gramm Leach Bliley Act Assessment

Objectives. The purpose of the GLBA assessment is to look for gaps and recommendations for NKU compliance. This compliance requirement is new to NKU.

At a minimum, the consultation objectives should include: compliance items currently in place, compliance items that are needed, and documentation and/or mapping to assure future compliance of GLB with flexibility for future compliance regulations.

- Employee or employees to coordinate the information security program.
- Identify reasonable, foreseeable internal and external risks to the security, confidentiality, and integrity of customer information that could result in the unauthorized disclosure, misuse, destruction, or other compromise of such information and assess the sufficiency of any safeguards in place to control these risks
- At a minimum, such a risk assessment should include consideration of risks in each of the following operational areas:
 - Employee training and management
 - Information systems, including network and software design as well as information processing
 - Storage, transmission, and disposal and
 - Detecting, preventing, and responding to attacks, intrusions or other system failures
- Design and implement information safeguards to control the risks identified through risk assessment and regularly test or monitor the effectiveness of the safeguards key controls, systems and procedures
- Oversee service providers by taking steps to select and retain providers that are capable of maintaining appropriate safeguards for customer information
- Contractually require service providers to implement and maintain such safeguards

Deliverables

The purpose of the consultation is to report security improvements, to identify the weaknesses, develop NKU-specific recommendations to address weaknesses, and communicate results to NKU. The final deliverable will be defined prior to engagement, to include the following:

- All observations will be thoroughly discussed with appropriate and related IT management before finalization report
- Include an executive summary and overview
- A presentation to Technical, Non-Technical and Security staff
- Schedule and prioritization of actions based on risk to the university

- Summary of reviewed policies and procedures with recommendation for changes, additions, or deletions
- Compliance standard recommendations for periodic review
- Regulations that may be in scope for the University. Examples: HIPAA-HITECH, GLBA, FERPA, State Breach Notification Laws, GDPR.
- Additional technical detail will be available as support information to answer questions
- Identification of tests, tools used and results of tests
- Specific gaps, deficiencies, vulnerabilities observed
- In addition to the assessment and findings, make specific recommendations as to how findings can be remedied
- Detailed analysis of strengths and weaknesses sufficient to build a mitigation plan.
- Recommendations for a continuous audit approach.
- Initial engagement should be to determine a baseline.
- Follow-up engagements should be for re-evaluation and progress determination.
- Details per the assessment sections as follows:

Section I: Gramm Leach Bliley Act

- Compliance requirements currently in place.
- Requirements needed.
- Documentation process for compliance.

Upon completion of risk assessment, a presentation to NKU leadership will be required. This should include a description of the University's vulnerabilities and remediation steps.

NKU Project Special Conditions

- No specific timeframe has been set for the consultation.
- Majority of this engagement will be remote but onsite service maybe required as needed.
- Confidentiality agreement must signed by awarded contractor before work may begin.
- Final presentation within 6 weeks of assessment completion.
- Sections may be awarded separately or to an individual vendor.
- Scope of sections may be tailored to make best use of budgeted amount.

Pricing

Should be presented for the following 2 sections including, administrative cost for reporting, presentation, material, etc.

V. Gramm Leach Bliley Act Compliance Consulting	
Hours	40 ad hoc hours/year for 3 years
Consulting Cost	\$
Other	\$
Total Cost	\$

IV. Proposal

A. Preparation and Submission of Proposal

The RFP Response should be organized as follows:

Tab	Content
1	Signed Authentication of Bid and Statement of Non-Collusion and Non-Conflict of Interest (Pages 2/3)
2	Cover Letter
3	Background, Experience, and References
4	Pricing Structure (Page 9 of the RFP Document)

B. Proposal Requirements and Specifications

1. Signed Authentication of Bid and Statement of Non-Collusion and Non-Conflict of Interest

Please review and sign page 2/3 of this document. Place the signed original in the original copy of your proposal.

2. Cover Letter

The cover letter shall serve as an introduction to the Respondent’s qualifications and capabilities. The letter of no more than 2 pages shall be addressed to Ryan Straus, Coordinator of Procurement Services, and must, at a minimum, contain the following:

- a. Identification of vendor.
- b. A brief statement of experience from the contractor (years in business etc).

- c. Contact information including email address
- d. Acknowledgement of receipt of RFP addenda, if any; and,
- e. Signature of person authorized to bind the offering firm to the terms of the Proposal.

3. Pricing Structure

Proposer shall provide pricing information for each individual assessment as well as a total price. Please see page 9.

4. Background, Experience, and References

Please include short bios of key personnel as well as qualifications / credentials of employees performing the test

Identify other clients in which you have provided IT auditing services for in the past. Ideally, these clients should have a similar background as Northern Kentucky University; however it is not required.

For each client, provide a name, email address, and telephone number for a contact person who is familiar with the contractor’s services. The contact person should be familiar with the key personnel.

C. Evaluation Criteria

The detailed specifications and special terms and conditions describe those items considered essential for a comprehensive agreement, while allowing proposers sufficient latitude to make comprehensive and creative proposals to the University.

Award will be made to the proposer whose proposal, in the sole opinion of the University, represents the best overall interests of the University, considering but not limited to the following:

	%
Pricing Structure	35%
Ability to perform work based on background / experience	40%
Reference check	25%
Total	100%

V. 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.

H. 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.campbellcountyky.org/home/services/occupational-license.htm>.

I. 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 \$1,000,000.

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

J. Personal Services Contract

This RFP is for consulting, auditing 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/departmental_forms/PSC_INVOICE_FORM.pdf