

REQUEST FOR PROPOSALS

NKU-02-2022



Student Athletes -Name, Image & Likeness

July 30, 2021

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

Bid NO: NKU-02-2022
Issue Date: 07/30/2021
Purchasing Officer: Blaine Gilmore
Phone: 859.572.6449

RETURN ORIGINAL COPY OF BID TO:

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

IMPORTANT: BIDS MUST BE RECEIVED BY: 08/19/2021 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 the [NKU Procurement Website](#), apply to this Request for Bid.
2. Contracts resulting from this ITB 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 bid 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 Bid, designed to limit independent bidding or competition;
3. That the contents of the bid 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 bid and will not be communicated to any such person prior to the official closing of the ITB;
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 bid 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 bid, 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 bid 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 #
BID 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

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ADDENDA (ISSUED AS REQUIRED)	

General Terms, Conditions, and Instructions to Proposers:

<http://procurement.nku.edu/policies/terms-and-conditions.html>

NOTICE OF ADVERTISEMENT**BRIEF SCOPE OF WORK:**

Northern Kentucky University is accepting proposals from qualified firms specializing in providing student-athletes Name, Image and Likeness (NIL) services through an education, compliance and media/branding platform.

PROJECT TIMETABLE:

Request for Proposal Issued	July 30, 2021
Last Date for Questions	August 11, 2021 at 2:00 pm
Response/Addenda Issued By	August 16, 2021 at 2:00 pm
RFPS DUE	August 19, 2021 at 2:00

SUBMITTAL OF PROPOSAL:

Proposals must be submitted electronically.

Note: We are asking that all bids be submitted electronically to purchasing@nku.edu and vasquezh1@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.

Holly Vasquez
Manager Procurement Services
Northern Kentucky University
617 Lucas Admin Center
Highland Heights, KY 41076
vasquezh1@nku.edu

RFP NKU-02-2022 - Student Athletes Name, Image and Likeness

SPECIAL CONDITIONS

GENERAL TERMS AND CONDITIONS TO PROPOSERS:

The general terms and conditions linked below shall be applicable to this Bid and take precedence over any Contractor terms and conditions:

<http://procurement.nku.edu/policies/terms-and-conditions.html>

PARKING PERMITS:

Contractor must obtain parking permits for all vehicles that will be parked on campus. Permits can be obtained at the welcome center. <http://parking.nku.edu/rules/guidelines.html>

GOVERNING LAW:

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

INSURANCE AND BONDING:

Any project(s) arising out of this Request for Proposal is/are subject to the provisions of KRS 45A.190. All proposals shall take in to consideration any costs associated with bonding pursuant to this statute. If awarded, bidder / proposer must provide NKU with an insurance certificate listing NKU as a certificate holder and additionally insured.

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

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

Our basic insurance requirements are:

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

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

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

TOBACCO FREE CAMPUS:

Effective January 1st, 2014, NKU will be a tobacco free campus. The use of all tobacco products shall be prohibited in all campus buildings and outside areas on campus.

STATUTORY AUTHORITY:

Selection of firms to provide professional services to Northern Kentucky University are governed by the provisions of the Kentucky Revised Statutes, KRS 45A.085, <http://www.lrc.ky.gov/KRS/045A00/085.PDF>

FOREIGN CORPORATIONS:

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.

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.

DOMESTIC CORPORATIONS:

Domestic corporations are required to be in good standing

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.

PERSONAL SERVICE CONTRACTS:

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 Northern Kentucky University’s Procurement Services website at:

http://procurement.nku.edu/departamental_forms/PSC_INVOICE_FORM.pdf

METHOD OF AWARD:

The award will be made to the responsive and responsible bidder offering the best value to Northern Kentucky University in accordance with KRS 45A.085.

UNIVERSITY REPRESENTATIVE:

A staff member of the University shall act as the University contact, during the life of the contract, and be the primary coordinator and liaison between the University and the Contractor.

TIME FOR ACCEPTANCE:

Each Bid shall state that it is a firm offer, which may be accepted within a period of 60 days. Although the contract is expected to be awarded prior to that time, the 60-day period is requested to allow for unforeseen delays.

CANCELLATION:

The resulting contract, from this Request for Proposal may be cancelled by the University, for non-compliance with the terms and conditions of any part of the agreement.

THE CONTRACT:

By submitting a Proposal, the offeror acknowledges that it has read this REQUEST FOR PROPOSAL, understands it and agrees to be bound by its requirements, terms and conditions, and further agrees that the resulting contract will consist of this RFP, any duly issued addenda and the bidder's response will be the complete and exclusive statement of the agreement between the parties. The resulting contract unless otherwise provided herein, can only be modified in writing signed by the selected offeror and NKU. NKU reserves the right to disqualify any Proposals which take exception to the terms and conditions, including but not limited to, standards, specifications, and requirements as specified in this Request for Proposal.

PERMITS (if applicable):

The Contractor shall obtain all permits necessary for any or all parts of the work from the authorities governing such work. The Contractor shall procure building permits, when required but no fee shall be applicable on projects for the Commonwealth. Evidence that such permits have been issued shall be furnished to the Owner before beginning work.

PREPARATION AND SUBMISSION OF PROPOSALS:

Proposals shall be prepared one sided on 8-1/2" x 11" paper. The text type size shall not be less than a 12 point font. The proposals shall be indexed and all pages sequentially numbered throughout, or by section.

Elaborate graphics and expensive paper and bindings are not necessary, nor encouraged. Neatness, clarity and completeness are what are desired. All text and exhibits should be succinct and relevant to the RFP requirements.

EXAMINATION OF PROPOSAL DOCUMENTS:

By submitting a proposal, the Offeror 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.

PROPOSAL EVALUATION PROCESS:

Proposals will be evaluated by a committee of University employees selected for the specific purpose of evaluating submitted proposals. This committee will determine each offeror's responsiveness to the RFP requirements. A proposal shall be determined unresponsive if required information is missing or the proposal deviates from requirements stated herein. The committee will evaluate all proposals objectively and uniformly on the basis of submission requirements, demonstrated ability to perform and the methodology proposed to achieve a successful maintenance program. The technical evaluation of the proposals will be by University personnel selected specifically for this evaluation process. The University will then enter into final negotiations to select the finalist and award a Contract.

CONFIDENTIALITY:

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

ADDENDA/CLARIFICATIONS:

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

Questions or comments regarding this RFP must be in writing and must be received in Procurement Services no later than 2:00pm on August 11, 2021.

RESTRICTIONS AND LIMITATIONS:

NKU currently has a contractual relationship with our banking partner PNC Bank. As a part of our agreement, PNC has an exclusive right to market its products to NKU students, faculty, and staff in addition to providing financial literacy programs. While the services contemplated in this RFP are mainly separate and distinct, there may be some services that you propose which may marginally overlap. NKU reserves the right and in its sole discretion to determine which if any services under this RFP would need to be excluded and/or negotiated with PNC Bank for this purpose.

CONTACT PERSONNEL:

Respondents to this solicitation shall NOT talk to, call, or email anyone at the University about the project, except for the designated University spokesperson as identified herein.

For questions concerning the method of procurement, method of evaluation and general proposal requirements, the proposer's sole point of contact for this proposal is:

All requests for technical information shall be submitted in writing to Holly C Vasquez prior to the deadline for submission of questions as detailed in the Notice of RFP Opportunity.

Holly Vasquez
Manager, Procurement Services
Northern Kentucky University
Lucas Administrative Center,617
Highland Heights, KY 41099
Phone: 859.572.5171
FAX: 859.572.6995
E-mail: vasquezh1@nku.edu

Questions regarding the RFP process may be submitted at any time.

All material clarifications will be issued by Procurement Services by written addenda.

CONTRACT AWARD:

Issuance of this RFP and receipt of proposals does not commit the University to award a contract. The contract will be awarded to the firm whose offer best meets RFP specifications, and other facts considered. The University reserves the right to postpone opening for its own convenience, to accept or reject any or all proposals received in response to this RFP, to negotiate with other than selected bidder should negotiations with selected firm be terminated, to negotiate with more than one bidder simultaneously, to cancel all or part of this RFP and to waive any technicalities.

METHOD OF AWARD:

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

Proposals will be evaluated strictly in accordance with the requirements set forth in this solicitation, including any addenda that are issued. The University will evaluate proposals as submitted and may not notify Firms of deficiencies in their responses.

Proposals must contain responses to each of the criteria listed above in sections of this RFP even if the Firms response cannot satisfy those criteria. A proposal may be rejected if it is conditional or incomplete in the judgment of the University.

GOVERNING LAW:

Contractor shall conform to and observe all laws, ordinances, rules and regulations of the United States of America, Commonwealth of Kentucky, and all other local governments, public authorities, boards or offices. This Agreement shall be governed by Kentucky Law and any claim relating to this contract shall only be brought in Franklin Circuit Court, sitting without jury.

TERMINATION FOR CONVENIENCE:

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

REQUIRED SUBMISSIONS:

These instructions describe the required format for the Proposal. Proposers may include any additional information deemed pertinent. An identifiable tab sheet must precede each Section for easy reference. All pages, except pre-printed technical inserts, shall be sequentially numbered.

Proposals must address each of the requirements listed below in the same order as listed to be considered responsive. Proposals should reference each identified requirement explaining how the proposer's solution meets the specified requirement.

Narratives should provide a concise description of capabilities to satisfy the requirements of this Request for Proposal.

Emphasis should be on clarity brevity and completeness of response.

All materials submitted in response to this Request for Proposal will become the property of NKU and will not be remitted.

INTRODUCTION

A. A BRIEF DESCRIPTION OF THE UNIVERSITY

About NKU: Founded in 1968, NKU is an entrepreneurial state university of over 16,000 students served by more than 2,000 faculty and staff on a thriving suburban campus nestled between Highland Heights, Kentucky and bustling downtown Cincinnati. We are a regionally engaged university committed to empowering our students to have fulfilling careers and meaningful lives. While we are one of the fastest-growing universities in Kentucky, our professors still know our students' names. For more information, visit nku.edu.

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.

Success by Design

NKU's strategic framework, Success by Design, is helping reshape the future of Northern Kentucky University - and education - in the region. We built our strategic framework together, and together we will take the next important step unleashing innovation.

Success by Design has the singular focus of student success aligned with the needs of the region. The strategic framework outlines three pillars of student success: Access, Completion and Career & Community Engagement. NKU has spent the past year implementing the framework's First Five initiatives, each challenging the campus community to become a more student-ready, regionally engaged university. For more information, visit Success by Design's [website](#).

QUICK FACTS

- 88 majors to kindle passions
- 16,000+ students
- \$6+ million in scholarships awarded to new freshmen every year
- 77% of students receive financial aid
- Average class size: 18 students
- 58,000 alumni live within a 50-mile radius of the Cincinnati/northern Kentucky area
- Students come from all 50 U.S. states and across 46 countries
- 18% diverse student population
- 40+ study abroad opportunities
- 48% of first-time freshman live on campus
- 250+ employers recruit on campus
- Students invested 12,500 hours in service activities
- More than 4,000 students involved in service activities
- Service activities made \$250,000 of economic impact

Northern Kentucky University Department of Athletics

Northern Kentucky University Athletics continues its ascent into national recognition on the NCAA Division I landscape. NKU, which began its DI era as a member of the ASUN, has spent the last six seasons as members of

the Horizon League. Since then, Northern Kentucky has won nine regular-season and league tournament team championships and qualified for five NCAA Tournaments between men's basketball, women's soccer and volleyball.

With new facilities for basketball and soccer – as well as recently renovated facilities for volleyball, softball and baseball – NKU's athletics complexes are on par with its Division I peers. BB&T Arena, which opened in 2008, serves as home for Norse men's and women's basketball and is the premier basketball facility in the Horizon League. It features corporate suites on both sides, two party suites along the North baseline and courtside seating along one sideline and baseline. The Arena was thrust into the national spotlight in 2015 when a redesigned court featuring a Norse ship rising through the seas was unveiled. BB&T Arena also regularly hosts concerts and plays (such as Cirque de Soleil), as well as regional and high school events. NKU Soccer Stadium was opened in 2010 and is one of the best soccer stadiums in the nation.

Northern Kentucky is committed to presenting its 17 athletics programs (nine women's, eight men's) on both a national and regional landscape, competing against teams from the Big Ten, Big 12, SEC, ACC, BIG EAST and American conferences on a regular basis. NKU and the Horizon League have also partnered with ESPN to broadcast games on the ESPN family of networks, including its ESPN3 digital platform. Over 60 men's and women's basketball, men's and women's soccer, volleyball, baseball and softball contests are broadcast annually on ESPN+, ESPN3 and regularly on Bally Sports Ohio (formerly Fox Sports Ohio) through NKU's HD production trailer, which was outfitted through a partnership with ESPN.

Prior to reclassification to NCAA Division I in the 2012-13 season, NKU won three Division II national championships, including two women's basketball titles (2000 and 2008) and a men's soccer title in 2010. The Norse earned 21 regional titles, 68 Great Lakes Valley Conference regular-season or tournament titles, seven GLVC All-Sports Trophies and eight of the last 10 GLVC Commissioner's Cups. During its last decade in Division II, the program finished in the top 25 in the Learfield Sports Director's Cup standing five times, highlighted by a 10th place finish in 2003-04 and a 16th place finish in 2011-12.

Success has continued at the Division I level, highlighted by the men's basketball team qualifying for the NCAA Tournament or NIT in four of the last five years, which includes three NCAA Tournament qualifications. Women's soccer has both a Horizon League regular-season and tournament championship to go along with a berth in the 2016 NCAA Tournament. Volleyball won the 2019 Horizon League Tournament and qualified as one of two Horizon League teams to reach the NCAA Tournament that season. Individual success has also been prominent for Norse student-athletes. Men's golfer Jacob Poore won the 2018 Horizon League Championship and competed in the Columbus Region of the 2018 NCAA Championship. Griffin Doersching not only competed in the 2019 Rocket Mortgage College Home Run Derby, but the slugger belted an astounding 20 homers in the final round to win the event on ESPN. Two Norse have also been named All-Americans, with men's basketball player Drew McDonald garnering AP All-American Honorable Mention status in 2019 and women's soccer player Kailey Ivins earning a spot on the United Soccer Coaches All-America Third-Team this past year.

NKU student-athletes continue to excel in the classroom as well, posting a cumulative grade point average of 3.42 in the fall 2020 and spring 2021 semesters. This marks 20-straight semesters in which Norse student-athletes have registered at least a 3.0, 14 in a row at or above a 3.2 and 8-consecutive with at least a 3.37 GPA. The fall 2020 semester featured 109 student-athletes that posted individual GPA's of at least 3.60, while the spring 2021 semester featured 104 student-athletes. Approximately 60 student-athletes have garnered academic or scholar all-America status from either CoSIDA or their respective coaches associations.

B. Proposal Requirement and Specifications

1. Cover Letter

The cover letter shall serve as an introduction to the Respondent's qualifications and capabilities. The letter of no more than two pages shall be addressed to **Director of Procurement Services**, and must, at a minimum, contain the following:

- a. Identification of Contractor.
- b. A statement of experience from the contractor (years in business, number of athletic department partners, etc.).
 - a. Proposer must provide a detailed description of the proposer's company and history of related performance. Proposer should include a list of organizations that it currently provides similar services to and references that can be contacted from these organizations.
- c. An 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.

2. App/Platform Requirements

Proposer must submit a comprehensive plan for creation, implementation, servicing, monitoring, and educational options for successful navigation of NIL legislation for Northern Kentucky University Athletics along with support information. Plan must address the following basic NIL functions involving the University's teams, including;

- a. *Education*
 - i. Outline what services are currently available via your platform, and whether those services address the following topics:
 - i. Financial Literacy
 - ii. Tax Liabilities
 - iii. Contracts
 - iv. Brand Building
 - v. Analytics
 - vi. Agents/Lawyers
 - vii. NCAA Compliance
 - viii. International/Visa
 - ix. Other
 - ii. Show successful partnerships with on-campus educational resources.
 - iii. Access to case studies where student-athletes successfully negotiated a paid agreement.
 - iv. Outline your ability to provide in-person educational sessions to groups of student-athletes, coaches, staff, donors, etc. as a part of this agreement.
 - v. "How-to" resources on monetizing social media platforms.
- b. *Compliance (Monitoring & Tracking)*
 - i. A tracking system for student-athletes to log their activity related to NIL opportunities.
 - ii. Description of any third-party monitoring capabilities by your company or partnerships involving current student-athletes.
 - iii. Reporting/analytics showing how student-athletes interact with the service (using education resources, submitting deals, etc.)
 - iv. Ability to produce an affidavit that student-athletes sign off on when entering into agreements?
- c. *Brand-Building & Content Sharing*
 - i. A platform that assists the athletic department and student-athletes in sharing content to build brands. Please describe the platform and any prominent features.
 - ii. Tools or services to help our student-athletes build their brand to benefit from NIL both presently and for their future careers.
 - iii. Does the vendor offer brand-building services for both Norse student-athletes and Northern Kentucky Athletics outside of social media opportunities?

- iv. Ability to easily share content with key stakeholders, including student-athletes, staff, coaches, and other campus areas.

Northern Kentucky University reserves the right to select services from the vendor and is not bound to contract a vendor to provide all three aspects (education, compliance or brand-building and content sharing) listed above.

3. Onboarding and Optional App/Platform Components

Vendor will provide a description of the onboarding process and anticipated timeline for onboarding. Please also provide a description of the other options being considered below. The onboarding process and options will be scored individually, but combined for an overall score.

- a) A dashboard to track the social media profiles of NKU student-athletes.
- b) Ability to determine fair-market value (FMV) estimations for student-athlete's social media accounts.
- c) Any other notable features available as part of the company's platform.

C. Cost Structure

Proposer shall provide information on the price and any discount(s) being offered.

In this section, provide complete pricing.

The cost estimate should be itemized and should include project personnel and the number of estimated hours for each. Include pricing for the following:

- Support services and consultation available during the contractual period
- Disclosure of any annual maintenance escalation rates
- Disclosure of any variable costs and estimates
- Payment terms and schedule
- Identify other expenses that most effectively could/should be incurred by your firm and be reimbursed by the university.
- Provide an option for renewing the proposed services on an annual basis for up to two additional years.

D. Proposal Evaluation Process

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:

- Proposer’s overall suitability to the University.
- Proposer’s qualifications (e.g. experience, reputation).
- Quality and availability of app/platform features.
- Proposers demonstrated ability to meet all requirements, specifications, terms and conditions as detailed in this RFP.
- Adherence to delivery requirements and other support functions as specified in RFP.

The criteria listed above are not ranked in order of importance.

E. Evaluation Criteria

Proposals will be evaluated based on the following criteria:

Criteria	Weighting	Total Points
App/Platform Requirements	60%	600
Optional Components Total	5%	50
Cost Structure	35%	350
Total	100%	1000 Points

F. Presentations

The search/selection committee will determine if presentations will be needed after reviewing written proposals. The presentations will be conducted virtually.

REFERENCES

Please provide references: The bidder is required to submit a list of completed projects where he has performed similar work to that specified herein.

Organization: _____

Contact Name: _____

Brief Project Description: _____

Organization: _____

Contact Name: _____

Brief Project Description: _____

Organization: _____

Contact Name: _____

Brief Project Description: _____
