

REQUEST FOR PROPOSALS

NKU-27-2022



**RFP FOR
LEGAL SERVICES**

April 20, 2022

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

Proposal NO: NKU-27-2022
Issue Date: 04/20/2022
Purchasing Officer: Holly C. Vasquez
Phone: 859.572.5171

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: 05/10/2022 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 Proposal.
2. Contracts resulting from this RFP must be governed by and in accordance with the laws of the Commonwealth of Kentucky.
3. Any agreement or collusion among Offerors or prospective Offerors, which restrains, tends to restrain, or is reasonably calculated to restrain competition by agreement to bid at a fixed price or to refrain from offering, or otherwise, is prohibited.
4. Any person who violates any provisions of KRS 45A.325 shall be guilty of a felony and shall be punished by a fine of not less than five thousand dollars nor more than ten thousand dollars, or be imprisoned not less than one year nor more than five years, or both such fine and imprisonment. Any firm, corporation, or association who violates any of the provisions of KRS 45A.325 shall, upon conviction, may be fined not less than ten thousand dollars or more than twenty thousand dollars.

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

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

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

SWORN STATEMENT OF COMPLIANCE WITH FINANCE LAWS

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

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

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

CERTIFICATION OF NON-SEGREGATED FACILITIES

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

RECIPROCAL PREFERENCE

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

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

DEFINITIONS

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

(2) "Public agency" has the same meaning as in KRS 61.805.

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

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

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

AUTHORIZED SIGNATURE: _____

NAME (Please Print Legibly): _____

TITLE: _____ DATE: _____

State of _____)

County of _____)

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

(Notary Public)

My Commission expires: _____

THIS DOCUMENT MUST BE NOTORIZED

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GENERAL TERMS & CONDITIONS AND INSTRUCTIONS TO PROPOSERS	(LINKED BELOW)
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General Terms and Conditions and Instructions to Proposers:

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

NOTICE OF ADVERTISEMENT

BRIEF SCOPE OF WORK:

Due to the size of its staff and the number of issues presented to it on a daily basis, the Office for Legal Affairs at Northern Kentucky University has determined that it is not feasible to utilize University employees for representation of the University in all legal matters pertaining to tax, property, labor and employment, bankruptcy, immigration, etc. In accordance with Kentucky Revised Statutes Chapter 45A, the University is required to solicit proposals from qualified providers of the personal services stated below.

PROJECT TIMETABLE:

Request for Proposal Issued	April 20, 2022
Last Date for Questions	May 3, 2022 at 12:00pm
RFPS DUE	May 10, 2022 at 2:00 pm

SUBMITTAL OF PROPOSAL:

Proposals may be submitted electronically to Holly C Vasquez: vasquezh1@nku.edu and purchasing@nku.edu subject line should reference RFP NKU-27-2022 Contract for Legal Services.

Holly C. Vasquez

RFP NKU-27-2022
Contract for Legal Services

SPECIAL CONDITIONS

PROPOSED PROJECT SCHEDULE:

Please include as part of your "Form of Proposal" a one page project schedule assuming that a contract is awarded immediately after bid opening.

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:

<https://inside.nku.edu/procurement/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 for \$80.00/month.

<https://parking.nku.edu/permits.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.

TOBACCO FREE CAMPUS

Effective January 1st, 2014, NKU became a tobacco free campus. The use of all tobacco products is 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. (859)292-3884

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/departmental_forms/PSC_INVOICE_FORM.pdf

PROPOSAL INSTRUCTIONS

BRIEF SCOPE OF WORK

Due to the size of its staff and the number of issues presented to it on a daily basis, the Office for Legal Affairs at Northern Kentucky University has determined that it is not feasible to utilize University employees for representation of the University in all legal matters pertaining to tax, property, labor and employment, bankruptcy, immigration, etc. In accordance with Kentucky Revised Statutes Chapter 45A, the University is required to solicit proposals from qualified providers of the personal services stated below.

The University is in need of consultation and legal representation in a broad range of pre-litigation and litigation matters that impact higher education such as, but not limited to, Title IX, employment issues, open meetings and records laws, Family Educational Rights and Privacy Act, contract disputes, student issues, freedom of speech, tenure and academic freedom.

TAX

The University is in need of consultation and advice on tax issues related to municipal taxation, early retirement plans, other retirement plan pay-outs, employment-related tax issues, preparation of documents, and all other tax issues that may arise.

IMMIGRATION

The University is in need of legal representation relating to all temporary visas including F, H-1B, OPT, TN, L, TPS, and V, as well as advice regarding SEVIS, consulate processing, and other provisions of immigration law.

BANKRUPTCY

The University is in need of consultation and advice relating to bankruptcy issues, specifically with respect to the bankruptcy laws related to student loans and undue hardship claims. These services would include making court appearances, preparing pleadings, preparing proofs of claims and responding to inquiries.

LABOR AND EMPLOYMENT

The University is in need of consultation and advice relating to all labor and employment issues, specifically including discrimination claims under the state and federal constitutions, the ADA, the Rehabilitation Act, the ADEA, Title VII, and state and federal discrimination statutes. Duties will include court appearances, preparation of pleadings and correspondence, and all other activities associated with the defense of discrimination and employment claims.

REAL PROPERTY & CONSTRUCTION LAW

The University is in need of consultation and advice relating to property issues, including title searches, construction law, eminent domain, zoning and annexation.

INTELLECTUAL PROPERTY

The University is in need of consultation and advice relating to intellectual property issues, including licensing agreements, patent applications and trademark protection. A strong emphasis in emerging technology laws is

preferred.

CYBERSECURITY AND DATA MANAGEMENT AND PROTECTION

The University is in need of consultation and advice relating to evolving legal issues such as cybersecurity, data management and protection and privacy requirements.

GENERAL BUSINESS PLANNING & CORPORATE LAW

The University is in need of consultation and advice relating to general business planning and corporate law. Experience with tax exempt non-profit organizations and foundations is preferred.

COMMUNICATIONS

The University is in need of consultation and advice relating to communication issues, including public radio, cable television, and intellectual property issues arising in the context of communication. Duties include preparation of and filing of legal documents before local or federal regulatory bodies, and responding to University inquiries.

GENERAL HIGHER EDUCATION ISSUES

The University is in need of consultation and advice relating to higher education issues, including issues related to Title IX, students' rights, due process, the Clery Act, the Minger Act, the Family Educational Rights and Privacy Act, athletics, student organizations, curriculum, academic freedom, freedom of speech, tenure of faculty members, intellectual property (including copyrights, patents and trademarks), charitable giving, estate planning, trusts and outreach efforts.

Please indicate in your communication to us the area(s) of service for which your firm is submitting a proposal. The following criteria will be used in evaluating each proposal submitted:

- Expertise in the area of proposed service, including year of practice
- Prior experience representing universities or corporations in such matters
- Size of support staff
- Location of office

The criteria above are listed in order of relative importance. The Vice President of Legal Affairs and General Counsel reserves the right to conduct discussions with any offeror who has submitted a proposal to determine the offeror's qualifications for further consideration. Each contract will be issued for a period of two (2) years. The University is governed by the Kentucky Model Procurement Code, which authorizes the following payment schedule:

- Partner: Not to exceed \$125/hour
- Associate: Not to exceed \$100/hour
- Paralegals: Not to exceed \$40/hour
- Appellate Case: Not to exceed \$125/hour

Proposals shall be sent to Holly C. Vasquez, Manager of Procurement Services, and submitted electronic format to vasquezh1@nku.edu and purchasing@nku.edu Proposals must be received by May 10, 2022 at 2:00pm and must include a description of your firm's qualifications and experience to provide the services described above. When responding also please reference "RFP NKU-27-2020 Contract for Legal Services" on the subject line of the email.

If your firm is chosen to provide services, a personal services contract will be issued to you and must be signed and returned in all haste in order to receive timely approval from the Government Contract Review Committee.