

**Request for Proposal  
Eastern Kentucky University  
Athletic Game Day Operations RFP 73-18**



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**Issued: September 8, 2017**

**Due: September 22, 2017**

**521 Lancaster Avenue**

**Richmond, Kentucky 40475**



**Eastern Kentucky University  
Purchases & Stores- Commonwealth 14th Floor #1411  
521 Lancaster Avenue  
Richmond, KY 40475**

RFP No. 73-18

**REQUEST FOR PROPOSAL**

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

<b>Issue Date:</b>	September 8, 2017	<b>IMPORTANT: PROPOSALS MUST BE RECEIVED BY:</b>
<b>Purchasing Officer:</b>	Dwightel Ivey	September 22, 2017, 2:00 PM
<b>Phone:</b>	(859) 622-2246	
<b>Service:</b>	Athletic Game Day Operations	

1. It is the intention of the Request for Proposal (RFP) to enter into competitive negotiation as authorized by KRS 45A.085.
2. Proposals for competitive negotiation shall not be subject to public inspection until negotiations between the purchasing agency and all Offerors have been concluded and a contract awarded to the responsible Offeror submitting the proposal determined in writing to be the most advantageous to the University. Price and the evaluation factors set forth in the advertisement and solicitations for proposals will be considered.
3. An award of contract may be made upon the basis of the initial written proposals received without written or oral discussions.
4. Contracts resulting from this RFP must be governed by and in accordance with the laws of the Commonwealth of Kentucky.
5. The University reserves the right to request proposal amendments or modifications after the proposal receiving date.
6. THE TERMS AND CONDITIONS OF THIS REQUEST FOR PROPOSAL INCLUDE ALL GENERAL CONDITIONS, AS SET FORTH BY EASTERN KENTUCKY UNIVERSITY PLUS ANY SPECIAL CONDITIONS ENUMERATED HEREIN.

**NOTICE**

1. Any agreement or collusion among Offerors or prospective Offerors, which restrains, tends to restrain, or is reasonably calculated to restrain competition by agreement to proposal at a fixed price or to refrain from offering, or otherwise, is prohibited.
2. Any person who violates any provisions of KRS 45A.325 shall be guilty of a class D 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, be fined not less than ten thousand dollars or more than twenty thousand dollars.

**AUTHENTICATION OF RFP 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 offering 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 Eastern Kentucky University and is not in violation of any prohibited conflict of interest, including those prohibited by the provisions of KRS 45A.330 through KRS 45A.340 and KRS 164.390, and
5. That I have fully informed myself regarding the accuracy of the statement made above.

**SWORN STATEMENT OF COMPLIANCE WITH CAMPAIGN 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 an Offeror will not violate any provision of the campaign finance laws of the Commonwealth of Kentucky.

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

The Offeror by signing and submitting a proposal agrees as required by KRS 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 Offeror prior to the award of a contract.

**CERTIFICATION OF NON-SEGREGATED FACILITIES**

The Offeror, by submitting a proposal, certifies that he/she is in compliance with the Code of Federal Regulations, 41 CFR 60-1.8 that prohibits the maintaining of segregated facilities.

**SMOKE FREE ZONE POLICY**

The Offeror, by signing and submitting a Proposal, agrees to comply with the University's Smoke Free Zone Policy.

[http://policies.eku.edu/sites/policies.eku.edu/files/policies/tobacco-free\\_policy\\_bor\\_41414.pdf](http://policies.eku.edu/sites/policies.eku.edu/files/policies/tobacco-free_policy_bor_41414.pdf)

**SUSTAINABILITY POLICY**

The University is committed to reducing the adverse environmental impact of its purchasing decisions; it is committed to buying goods and services from contractors who share its environmental concern and commitment. The University encourages bidders to include in their responses economical and environmentally friendly products and service options that serve to minimize waste, reduce excess packing, recycle, reduce, reuse, prevent pollution, and/or offer resource efficiency. It's the University's goal to maximize environmental responsibility on its campuses.

**COMPETITIVE NEGOTIATION DETERMINATION**

In accordance with KRS 45A.085(1) the Purchasing Officer listed above has determined that the use of competitive sealed bidding is not practicable. This Request for Proposals shall indicate the relative importance of price and other evaluation criteria (KRS 45A.085(4)).

**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.

<b>Company Name</b>	<b>Authorized Signature</b>	<b>Date</b>
<b>Address</b>	<b>Typed or Printed Name</b>	
<b>City, State, Zip</b>	<b>Title</b>	
<b>Phone Number</b>	<b>Fax Number</b>	<b>Federal ID Number</b>

# Table of Contents

<b>1.0</b>	<b>DEFINITIONS</b>	<b>5</b>
<b>2.0</b>	<b>GENERAL OVERVIEW</b>	<b>6</b>
2.1	Intent and Scope	6
2.2	University Information	6
<b>3.0</b>	<b>SCOPE OF SERVICES</b>	<b>6</b>
3.1	General	6
3.2	Service Requirements	6
<b>4.0</b>	<b>PROPOSAL REQUIREMENTS</b>	<b>7</b>
4.1	Key Event Dates	7
4.2	Offeror Communication	7
4.3	Questions	8
4.4	Mandatory Pre-Proposal Conference	8
	A mandatory pre-proposal conference is not necessary for this RFP.	8
4.5	Offeror Presentations	8
4.6	Preparation of Proposal	8
4.7	Proposed Deviations from the Request for Proposal	9
4.8	Proposal Submission and Deadline	9
4.9	Addenda	9
4.10	Offeror Response and Proprietary Information	10
4.11	Restrictions on Communications with University Staff	10
4.12	Cost of Preparing Proposal	10
4.13	Disposition of Proposals	10
4.14	Section Titles in the Request for Proposal	10
4.15	Proposal Addenda and Rules for Withdrawal	10
4.16	Acceptance or Rejection of Proposals	10
4.17	Kentucky Educational Purchasing Cooperative	10
<b>5.0</b>	<b>PROPOSAL FORMAT AND CONTENT</b>	<b>11</b>
5.1	Proposal Information and Criteria	11
5.2	Signed Authentication of Proposal and Statements of Non-Collusion and Non- Conflict of Interest Form	11
5.3	Transmittal Letter	12
5.4	Executive Summary and Proposal Overview	12
5.5	Offeror Qualifications	12
5.6	Program Plan – Services Defined	13
5.7	References and Past Experience	13
5.8	Financial Proposal	13
5.9	Optional Services	13
<b>6.0</b>	<b>EVALUATION CRITERIA PROCESS</b>	<b>13</b>
<b>7.0</b>	<b>SPECIAL CONDITIONS AND CONTRACT TERMS</b>	<b>14</b>
7.1	Effective Date	14
7.2	Contract Term	14
7.3	Competitive Negotiation	14
7.4	No Contingent Fees	14
7.5	Contract Changes	14
7.6	Entire Agreement	15
7.7	Governing Law	15
7.8	Termination of Contract	15
7.8.1	Termination Provisions	15
7.8.2	Termination for Default	15
7.8.3	Termination for Contractor Insolvency or Unavailability of Funds	15
7.8.4	Termination for Convenience	15
7.8.5	Procedure for Termination	15
7.9	Employment Practices	16
7.9.1	Non Discrimination	16

7.9.2 Executive Order 11246 .....	16
7.9.3 Title 20 .....	16
7.9.4 Other Acts .....	16
7.9.5 Future Acts, Laws, and Regulations .....	16
7.10 Conflict of Interest .....	17
7.11 Severability .....	17
7.12 Contract Administrator .....	17
7.13 Prime Contractor Responsibility .....	17
7.14 Assignment and Subcontracting .....	18
7.15 Permits, Licenses, Taxes, and Registration .....	18
7.16 Attorneys' Fees .....	18
7.17 Patents, Copyrights, and Trademark .....	18
7.18 Hold Harmless .....	18
7.19 Insurance .....	18
7.20 Performance Bond .....	19
7.21 Events Beyond Control .....	19
7.22 Method of Award .....	19
7.23 Reciprocal Preference to be given by Public Agencies to Resident Bidders .....	19
7.24 Debarment .....	19
7.25 Technology Accessibility .....	20
Attachment A – Taxpayer Identification Number Request .....	21
Attachment B - Affidavit for Resident Bidder Status .....	22
Attachment C - Entertainer Contractor Agreement .....	23

## 1.0 DEFINITIONS

The term “Academic Year” when used herein is defined as the nine (9) calendar months beginning mid-August of each year and ending mid-May of the following year.

The terms “Addenda” or “Addendum” are defined as written or graphic instructions issued by Eastern Kentucky University prior to the receipt of Proposals that modify or interpret the Request for Proposal documents by addition, deletion, clarification, or correction.

The term “Competitive Negotiation” is defined as the method authorized in Kentucky Revised Statutes, Chapter 45A.085.

The terms “Contract” and “Resulting Contract” are used interchangeably and are defined as the official agreement and contract award resulting from the Successful Offeror’s response to this Request for Proposal.

The terms “Contractor” or “Successful Offeror” are defined as the individual or entity receiving a contract award.

The term “Fiscal Year” when used herein is defined as the twelve (12) calendar months beginning July 1 of each year and ending on June 30 of the following year. The Contractor’s year-to-date reports will coincide with the Fiscal Year of the University.

The terms “Offer” or “Proposal” are defined as the Offeror’s response to this Request for Proposal.

The term “Offeror” is defined as the individual or entity submitting a Proposal.

The term “Purchasing Agency” is defined as Eastern Kentucky University, Division of Purchases & Stores, Commonwealth 14<sup>th</sup> Floor #1411, 521 Lancaster Ave., Richmond, KY 40475.

The term “Purchasing Official” is defined as Eastern Kentucky University’s designated contracting representative.

The term “Responsible Offeror” is defined as a person, company, or corporation with the capability in all respects to perform fully the contract requirements and with the integrity and reliability ensuring good faith performance.

The term “Solicitation” is defined as this Request for Proposal.

The term “University” is defined as Eastern Kentucky University.

## **2.0 GENERAL OVERVIEW**

### **2.1 Intent and Scope**

The intent of the Request for Proposal is to invite prospective vendors to submit a proposal to supply total game day operation services to Eastern Kentucky University. These services include official statistics, video production services, public address, scoreboard operators, time clock operators, first aid stations, and any other services needed for game day operations.

The scope of services will be provided at all athletic home events including Women's Soccer, Women's Volleyball, Football, Men's and Women's Basketball, Baseball, Softball, and any other sports hosting home events.

The scope of services is further defined in Section 3.0.

### **2.2 University Information**

Eastern Kentucky University is a comprehensive university serving approximately 16,000 students at the main Richmond, Kentucky campus, educational centers in Corbin, Danville, Lancaster and Manchester, and other sites in Kentucky. Michael T. Benson serves as the 13th President of the University. President Benson strongly believes the essential ingredients to the current and future success of our University is focusing on the 3Ps: People, Places, and Programs. Additional information about Eastern Kentucky University is available at [www.eku.edu](http://www.eku.edu).

## **3.0 SCOPE OF SERVICES**

### **3.1 General**

The successful Offeror will provide a proposal for Game Day Operations services for each home game to include official statistics, video production services, public address, scoreboard operators, time clock operators, first aid stations, and any additional services needed for game day operations.

The selected vendor will work closely with the Associate Athletics Director on staff selection, placement, scheduling, and monthly payroll verification for all events occurring during each payment window.

### **3.2 Required Specifications**

- Game day statistics- Utilizing the EKU approved statistics software for each sport, the vendor will provide personnel to complete the official book and the in-game statistics provided between each timeout, halftime, and game final including the box score, play-by-play, and game summary.
- Video production services-The vendor will provide personnel to work as camera operators, video board graphics technicians, instant replay personnel, and live footage production personnel.
- Public address – The vendor will provide personnel to work with the EKU Marketing department as the “Voice of the Colonels” for each sport as the public voice during game action.
- Scoreboard operations – The vendor will provide personnel to operate the scoreboard for each sport utilizing Daktronics All Sport board controllers and any other controllers purchased with additional scoreboards in the future.

- Time clock- The vendor will provide personnel to operate the time clock for each sport.
- First aid station –The vendor will provide certified personnel to work the first aid station at all home football games.
- Additional service-EKU athletics may need additional personnel for game day operations to assist with on field action, spectator safety, field credential evaluation, sports marketing assistance, and other services.

## 4.0 PROPOSAL REQUIREMENTS

### 4.1 Key Event Dates

RFP issued by University.....	September 8, 2017
Notification by Offeror of intent to respond to RFP.....	September 14, 2017
Deadline for written questions from Offeror.....	September 14, 2017
Proposal due from Offeror.....	September 22, 2017
Contract award by University.....	TBD
Contract effective.....	TBD

*Note: All dates are estimated. Any change in dates will be announced to all parties.*

### 4.2 Offeror Communication

To ensure that RFP documentation and any subsequent information (modifications, clarifications, addenda, etc.) is directed to the appropriate primary contact person with the Offeror, each Offeror who intends to participate in this RFP is required to provide immediately the following information to the Purchasing Official:

Name of primary contact  
Mailing address of primary contact  
Telephone number of primary contact  
Fax number of primary contact  
Email address of primary contact  
Secondary contact person(s) including all information above

This information shall be transmitted electronically to:

Dwightel Ivey, Buyer  
Division of Purchases & Stores  
Eastern Kentucky University  
Commonwealth 14<sup>th</sup> Floor #1411  
521 Lancaster Avenue  
Richmond, KY 40475  
Phone: (859) 622-2246  
Fax: (859) 622-2047  
Email: [../../../../waddellw/WINDOWS/Temporary Internet Files/WINDOWS/Temporary Internet Files/OLKD033/mmudd2@email.uky.edu](mailto:../../../../waddellw/WINDOWS/Temporary Internet Files/WINDOWS/Temporary Internet Files/OLKD033/mmudd2@email.uky.edu) dwightel.ivey@eku.edu

*Note: All communication with the University regarding this RFP shall be directed only to the University Purchasing Official listed above.*

### 4.3 Questions

All questions regarding this RFP shall be made electronically via e-mail in writing and directed to [dwrightel.ivey@eku.edu](mailto:dwrightel.ivey@eku.edu) no later than **Sept. 14, 2017 12 pm, ET**. The subject of the e-mail shall be “QUESTION - **RFP 73-18**”. Failure to provide the correct RFP number in the email may deem the question unanswerable and may not be considered as part of any addenda. Any questions submitted after the dates and times may not be considered or answered. Questions properly submitted **in writing** prior to the due date will be addressed. Answers to all properly submitted **written** questions will be posted on Eastern Kentucky University Purchases & Stores website at <http://purchasing.eku.edu/solicitations>.

### 4.4 Non-Mandatory Pre-Proposal Conference

A non-mandatory pre-proposal conference is not required for this RFP.

### 4.5 Offeror Presentations

Offerors may be requested to appear before the University evaluation committee to discuss and explain their proposal and to respond to questions from the Committee. The Committee reserves the right to request additional information.

Offerors are prohibited from electronically recording these meetings.

**Note: Temporary parking permits are available from ECU Parking and Transportation, Commonwealth Hall, Second Floor, Suite A, 521 Lancaster Avenue, Richmond, KY 40475, 859-622-7275. Please request parking permits at least 72 hours prior to campus visits.**

### 4.6 Preparation of Proposal

Offerors are expected to follow all specifications, terms, conditions, and instructions in this RFP.

Offerors will furnish all information required by this Solicitation. Offerors will sign and return the Authentication of Proposal and Statement of Non Collusion and Non Conflict of Interest form (page 2 of this RFP) and print or type the primary contact name, firm, address, telephone number and date. The person signing the Offer must initial erasures or other changes. An offer signed by an agent is to be accompanied by evidence of his or her authority unless such evidence has been previously furnished to the Purchasing Official. The signer shall further certify that the proposal is made without collusion with any other person, persons, company, or parties submitting a proposal, that it is in all respects fair and in good faith without collusion or fraud, and that the signer is authorized to bind the Offeror.

Proposals should be prepared simply and economically, providing a description of the Offeror's capabilities to satisfy the requirements of the Solicitation. Emphasis should be on completeness and clarity of content. Each copy of the Proposal should be bound in a single volume, where practical. All documentation submitted with the proposal should be bound in a single volume except as otherwise specified.

Any Proposal containing terms and conditions not in conformity with the statutes of the Commonwealth of Kentucky may be rejected.



***Note: Eastern Kentucky University, as an agency of the Commonwealth of Kentucky, is prohibited from entering into contracts that require the University to indemnify the other party.***

#### **4.7 Proposed Deviations from the Request for Proposal**

The stated requirements appearing elsewhere in this RFP shall become a part of the terms and conditions of any resulting contract. Any and all deviations must be specifically defined in accordance with the Transmittal Letter, Section 5.3. If accepted by the University, deviations shall become part of the contract, but such deviations must not be in conflict with the basic nature of this RFP.

Offerors may submit more than one alternative proposal, each of which must comply with proposal response guidelines and satisfy the requirements of this RFP. The Offeror's primary proposal must be complete and comply with all instructions. Alternative proposal(s) may be in abbreviated form following the proposal response guidelines, providing complete information for sections that differ in any way from sections contained in the Offeror's primary proposal. If alternative proposal(s) are submitted, the Offeror must explain reasons for the alternative(s) and comparative benefits. Each proposal submitted will be evaluated on its own merit.

#### **4.8 Proposal Submission and Deadline**

Offeror must provide one (1) original and five (5) printed copies, and one (1) electronic copy saved on a jump drive of each proposal. The Proposal and copies must be delivered under sealed cover prior to 2:00 PM, Sept. 22, 2017.

Deliver to:

Dwightel Ivey, Buyer  
Division of Purchases & Stores  
Eastern Kentucky University  
Commonwealth 14<sup>th</sup> Floor #1411  
521 Lancaster Avenue  
Richmond, KY 40475

Proposals shall be enclosed in sealed envelope(s) and must clearly show the closing date and time specified, the Solicitation number, and the name and address of the Offeror on the face of the envelope(s). Please indicate which envelope contains the original Proposal.

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

***Note: In accordance with Kentucky Revised Statute 45A.085 and 200 KAR 5, there will be no public opening of Proposals. All Proposals will be kept confidential until such time that a contract is awarded. After a contract is awarded, all Proposals will become public record, as described herein.***

#### **4.9 Addenda**

Any Addenda or instructions issued by the Purchasing Official prior to the proposal deadline shall become a part of this RFP. Such Addenda shall be acknowledged in the Proposal. No instructions or changes shall be binding unless documented by a proper and duly issued addendum.

#### **4.10 Offeror Response and Proprietary Information**

The RFP specifies the format, required information, and general content of Proposals submitted in response to this request. The University will not disclose any portion of any Proposal prior to contract award to anyone outside the Division of Purchases & Stores, the University's administrative staff, representatives of the State or Federal Government, if required, and the members of the University evaluation committee. After a contract is awarded in whole or in part, the University shall have the right to duplicate, use, or disclose all Proposal data submitted by Offerors in response to this RFP as a matter of public record.

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

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

From the issue date of this RFP until a contract award is made, Offerors are strictly forbidden to communicate about the subject of the RFP with any University administrator, faculty, staff, or member of the University's Board of Regents. Offerors may communicate only with the Purchasing Official named herein, or other persons authorized in writing by the Purchasing Official.

The University reserves the right to reject the Proposal from any Offeror violating this provision.

#### **4.12 Cost of Preparing Proposal**

Costs for developing the Proposals and any subsequent activities prior to contract award are solely the responsibility of the Offeror. Eastern Kentucky University will provide no reimbursement for such costs.

#### **4.13 Disposition of Proposals**

All Proposals become the property of Eastern Kentucky University. The successful Proposal will be incorporated by reference into the resulting contract.

#### **4.14 Section Titles in the Request for Proposal**

Titles of paragraphs used herein are for the purpose of facilitating ease of reference only and shall not be construed to infer a contractual construction of language.

#### **4.15 Proposal Addenda and Rules for Withdrawal**

Prior to the date specified for receipt of Proposals, a submitted Proposal may be withdrawn by the Offeror. The Offeror must submit a duly signed, written request for withdrawal to the Purchasing Official. Unless requested by the University, the University will not accept revisions or alterations to Proposals after the proposal due date.

#### **4.16 Acceptance or Rejection of Proposals**

The University will review all properly submitted Proposals. The University reserves the right, in its best interests, to reject all Proposals, to reject any proposal that does not meet mandatory requirements, to request amendment to Proposal(s), or to cancel entirely the RFP.

Grounds for rejection of proposals include, but are not limited to 1) failure of a Proposal to conform to the essential requirements of the RFP; 2) A Proposal imposing conditions that would significantly modify the terms and conditions of the Solicitation or limit the Offeror's liability to the University under the Resulting Contract on the basis of such Solicitation; 3) failure of the Offeror to appropriately sign the RFP as a part of the Proposal, including the Authentication of Proposal, Statement of Non-collusion and Non-conflict of Interest statements; and 4) A Proposal received after the closing date and time specified in the RFP.

The University also reserves the right to waive minor technicalities or irregularities in Proposals providing such action is in the best interest of the University. Such waiver shall in no way modify the RFP requirements or excuse the Offeror from full compliance with the RFP specifications and other Resulting Contract requirements if the Offeror is awarded the Contract.

#### **4.17 Kentucky Educational Purchasing Cooperative**

Offerors shall indicate if they are willing to extend any contract resulting from this solicitation to the members of the Kentucky Educational Purchasing Cooperative. Members include; University of Kentucky, University of Louisville, Western Kentucky University, Northern Kentucky University, Murray State, Morehead State and Kentucky State. Please include detailed information regarding any differences, if any, in the service or pricing for each institution.

## **5.0 PROPOSAL FORMAT AND CONTENT**

### **5.1 Proposal Information and Criteria**

The following list specifies the items to be addressed in the Proposal. Please read the list carefully and address it completely and in the order presented to facilitate the University's review of the proposal. Proposals should be organized into the sections identified. The content of each section is further described below.

Signed Authentication of Proposal and Statement of Non-Collusion and Non-Conflict of Interest Form  
(See page 2)

Completed Vendor Taxpayer ID form

Completed Reciprocal Preference Affidavit (if applicable)

Transmittal Letter

Executive Summary and Proposal Overview

Offeror Qualifications

Program Plan – Services Defined

References and Past Experience

Financial Proposal

Optional Services

### **5.2 Signed Authentication of Proposal and Statements of Non-Collusion and Non- Conflict of Interest Form**

The Offeror will sign, print or type name, firm, address, telephone number, date, and return page 2 of this RFP. The signer on page 2 will be required to initial subsequent erasures or other changes. A Proposal signed by an agent must be accompanied by evidence of authority unless such evidence has been previously furnished to the Purchasing Official. The signatory shall further certify that the Proposal is made without collusion with any other person, persons, company or parties submitting a

Proposal, that it is in all respects fair and in good faith without collusion or fraud, and that the signer is authorized to bind the Offeror.

### **5.3 Transmittal Letter**

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

- 1) A statement referencing all Addenda to this RFP issued by the University and received by the Offeror. If no Addenda have been received, a statement to that effect should be included.
- 2) A statement that the Offeror's Proposal shall remain valid six (6) months after the due date.
- 3) A statement that the Offeror will accept financial responsibility for all travel expenses incurred for oral presentations (if required) and candidate interviews.
- 4) A statement that summarizes any deviations or exceptions to the RFP requirements, including a detailed justification for the deviation or exception.

### **5.4 Executive Summary and Proposal Overview**

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

### **5.5 Offeror Qualifications**

Provide brief narrative of the Company's history, expertise and financial viability. Including but not limited to:

- Legal name, e.g. "ABC Group, Inc."
- State of Incorporation
- Business address for purposes of administering the License Agreement
- A description of your corporate organization, e.g. parent corporation, subsidiaries, affiliated companies, distributors or wholly-owned franchises and how any particular group of companies will be involved in the Offeror's administration of any contract resulting from this RFP.
- Provide a copy of audited financial statements for the three (3) most recent fiscal years for both the Offeror's corporate offices, as well as those of the local distributor.
- Identify any litigation or claim brought against your company within the last seven (7) years, which might reflect adversely on your company's professional image or ability in relation to providing services sought in this RFP.
- Is your company currently for sale or involved in any transaction to expand or to become acquired by or merged with another organization? If so, please explain. Has your company been involved in any reorganization, acquisition or merger within the last two (2) years? If so, please explain.
- Is Offeror currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, Offeror shall specify the pertinent date(s), details, circumstances, and describe the current prospects for resolution.
- Does Offeror have any relationship with an Eastern Kentucky University member of the Board of Regents, employee, or other representative of the University? If so, please explain in detail any potential or perceived potential conflict of interest for either the Offeror or University.

- Please include any other relevant financial information about your company that will aid the University in evaluating the Company, its financial viability and its ability to appropriately service the University.

Please complete, sign, and include Attachment A, Vendor Taxpayer Identification form and Attachment B, Affidavit (if applicable, with Proposal.

### **5.6 Program Plan – Services Defined**

Provide a brief narrative of how Offeror proposes to accomplish services described in this RFP. The Proposal shall, at a minimum, meet all mandatory services described in Section 3.0.

Please provide examples and exhibits of reports that will be made available to the University.

### **5.7 References and Past Experience**

Offeror shall supply the names, addresses, telephone numbers and complete contact information of three (3) references for which work has been accomplished within the last three (3) years. Include a complete description of the type of service(s) provided. References should be relevant with regard to the scope of services outlined in this RFP. By submitting a Proposal, the Offeror grants permission to the University to contact references.

### **5.8 Financial Proposal**

Offer shall provide a complete description of all costs for services, including hourly rates if applicable.

### **5.9 Optional Services**

Fully describe and explain any optional services that Offeror will provide that are not part of the mandatory services.

## **6.0 EVALUATION CRITERIA PROCESS**

The University's evaluation of each proposal will be based upon the information provided in the Proposal, additional information requested by the University, information obtained from references and independent sources, and formal presentations, if requested. The University evaluation committee will evaluate proposals in accord with the requirements and criteria set forth in this Solicitation, including any Addenda issued. The University may award the Contract to the Successful Offeror submitting the Proposal determined to be the most advantageous to the University.

Primary Criteria include:

Offeror Qualifications – ability to provide requirements described in section 3.2

Program Plan – overall ability to provide requirements and combined experience.

References and Past Experience

Financial Proposal-additionally the ability to obtain and maintain required insurance coverage.

Secondary Criteria include:

Optional Services

***Note: Proposals must contain responses to each of the criteria listed in Section 5.0 even if Offeror's response cannot satisfy those criteria. A Proposal may be rejected if in the sole judgment of the University it is deemed to be conditional or incomplete.***

## **7.0 SPECIAL CONDITIONS AND CONTRACT TERMS**

### **7.1 Effective Date**

The effective date of the Contract is to be determined. .

### **7.2 Contract Term**

The Contract resulting from this RFP and the Successful Offeror's Proposal shall have an initial term of one year from the time of contract. The Contract shall be renewable on a annual basis for up to five (5) consecutive one (1) year renewal periods. The total contract period will not exceed seven (7) years, subject to KRS 45A.145. Annual renewal will be contingent upon the University's needs and satisfaction with the services performed and the overall performance of the Contractor.

The University reserves the right to renegotiate any term and/or condition as may be necessary to meet requirements for any renewal period. The Successful Offeror will be advised of any proposed revisions prior to the renewal period.

### **7.3 Competitive Negotiation**

It is the intention of the Request for Proposal (RFP) to enter into competitive negotiation as authorized by KRS 45A.085 and 200 KAR 5:307.

Offeror(s) selected to participate in negotiations may be given an opportunity to submit a best and final offer to the University. All information received prior to the deadline for the best and final offer will be considered part of the Offeror's best and final offer.

### **7.4 No Contingent Fees**

No person or selling agency shall be employed or retained or given anything of monetary value to solicit or secure the resulting contract, except bona fide employees of the Offeror or bona fide established commercial or selling agencies maintained by the Offeror for the purpose of securing business. For breach or violation of this provision, the University shall have the right to reject the proposal, annul a resulting contract without liability, or, at its discretion, deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage, contingent fee or other benefit.

### **7.5 Contract Changes**

No modification or change of any provision in the Contract shall be made, unless such modification is mutually agreed to in writing by the Contractor and the duly authorized University Representative and

incorporated as a written amendment to the Contract. Memoranda of understanding and correspondence shall not be interpreted as amendments to the Contract.

## **7.6 Entire Agreement**

The RFP shall be incorporated into any Contract. The Contract, including the RFP and those portions of the Offeror's response accepted by the University, shall become the entire agreement between the parties.

## **7.7 Governing Law**

Contractor shall conform to and observe all laws, ordinances, rules and regulations of the United States of America, the Commonwealth of Kentucky, and all other local governments, public authorities, boards or offices relating to the services provided. This Agreement shall be governed by Kentucky law and any claim relating to this Contract brought by Contractor shall only be brought in the Franklin Circuit Court.

## **7.8 Termination of Contract**

### **7.8.1 Termination Provisions**

The Contract shall be subject to the following termination provisions without prejudice to any other right or remedy. The Contract may be terminated by the University for 1) default by the successful Offeror, 2) for Offeror's insolvency or unavailability of funds, or 3) for convenience.

In case of termination of the Contract, it shall be incumbent on the Contractor to continue operations until relieved by a successor Contractor.

### **7.8.2 Termination for Default**

A default in performance by Contractor for which a Contract may be terminated may include, but shall not be limited to, failure to perform the Contract according to its terms, conditions, and specifications, and failure to diligently perform the work under the Contract.

The University shall not be liable for any further payment to Contractor under a Contract terminated for default after the date of notice to Contractor of such default as determined by the Purchasing Official, except for work performed at the request of the University until a successor Contractor is named.

### **7.8.3 Termination for Contractor Insolvency or Unavailability of Funds**

In the event of insolvency, unavailability of funds, or the filing of a petition of bankruptcy by or against the Contractor, the University shall have the right to terminate the Contract upon the same terms and conditions as a termination for default.

### **7.8.4 Termination for Convenience**

If it is determined to be in the University's best interest to do so, the Contract may be terminated, upon ninety (90) days notice, at the convenience of the University.

### **7.8.5 Procedure for Termination**

Upon delivery by certified mail to Contractor of a Notice of Termination specifying the nature of the termination, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective, the Contractor shall stop work under the Contract on the date and to the extent specified in the Notice of Termination, except where Contractor is notified to continue work until Contractor can be relieved by a successor Contractor.

## **7.9 Employment Practices**

### **7.9.1 Non Discrimination**

Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, veteran's status, or disability. Contractor must take affirmative action to ensure that employees, as well as applicants for employment, are treated without discrimination because of their race, color, religion, sex, national origin, age, veteran's status, or disability. Such action shall include, but is not limited to, recruitment, hiring, placement, promotion, transfer, training and apprenticeship, compensation, layoff, termination, and physical facilities. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this clause.

### **7.9.2 Executive Order 11246**

Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, national origin, and age, veteran's status or disability. Contractor shall comply with the nondiscrimination clause contained in Federal Executive Order 11246, relative to Equal Employment Opportunity for all persons with regard to race, color, religion, sex, national origin, and the implementation of rules and regulations prescribed by the Secretary of Labor and with Title 41 Code of Federal Regulations, Chapter 60. Contractor shall comply with all related Commonwealth of Kentucky laws and regulations.

### **7.9.3 Title 20**

Contractor shall comply with the regulations issued by the Secretary of Labor of the United States in Title 20, Code of Federal Regulations, Part 741, pursuant to the provisions of Executive Order 1178 and the Federal Rehabilitation Act of 1973.

### **7.9.4 Other Acts**

Contractor shall comply with the Civil Rights Act of 1964, any amendments thereto, and the rules and regulations there under; Section 504 of Title V of the Vocational Rehabilitation Act of 1973 as amended; and the Kentucky Civil Rights Act.

Contractor shall comply with the Americans with Disabilities Act of 1990.

### **7.9.5 Future Acts, Laws, and Regulations**



Contractor shall comply with any future federal acts, laws, and regulations, and Kentucky state acts, laws, and regulations as they relate to employment programs when such acts, laws, and regulations become effective.

### **7.10 Conflict of Interest**

No official or employee of Eastern Kentucky University and no other public official of the Commonwealth of Kentucky or the federal government who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the Contract shall, prior to completion of the Contract, voluntarily acquire any personal interest, direct or indirect, in this Contract or proposed Contract.

Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of the Contract no person having any such known interests shall be employed.

### **7.11 Severability**

If any provision or provisions of the RFP, responses to the RFP, any Contract or personal service contract, or similar document executed as a result of this RFP shall be deemed invalid or unenforceable in whole or in part, these documents shall be deemed amended to thereof in order to render it valid and enforceable.

### **7.12 Contract Administrator**

All notices, requests and other communications that a party to any Contract, personal services contract, or similar document executed as a result of this RFP is required or elects to deliver shall be in writing and shall be delivered personally, by facsimile (provided such delivery is confirmed), by email clearly identifying the source of notice, or by recognized overnight courier service to the other party at the address set forth below, or to such other address as such party may hereafter designate by notice given pursuant to this section.

Upon award of Contract, the sole point of contact for administration of the Contract will be:

Dwightel Ivey  
Division of Purchases & Stores  
Eastern Kentucky University  
Commonwealth 14<sup>th</sup> Floor #1411  
521 Lancaster Avenue  
Richmond, KY 40475  
(859) 622-2246  
(859) 622-2047 (fax)  
dwightel.ivey@eku.edu

Copy to:  
University Counsel  
Eastern Kentucky University  
205 Coates Building, CPO 40A  
521 Lancaster Avenue  
Richmond, KY 40475  
(859) 622-6693  
(859) 622-8030

### **7.13 Prime Contractor Responsibility**

Any Contract resulting from the RFP shall specify that the Contractor is solely responsible for fulfillment of the Contract with the University.

### **7.14 Assignment and Subcontracting**

The Contract is not assignable by the Contractor, either in whole or in part. No portion of work shall be subcontracted without prior written consent of Eastern Kentucky University.

### **7.15 Permits, Licenses, Taxes, and Registration**

Contractor shall secure all necessary permits, licenses, and registrations and abide by all applicable laws, regulations, and ordinances of the United States, the Commonwealth of Kentucky, and any political subdivision(s) in which work under this Contract is performed.

Contractor shall pay any sales, use, local, and personal property taxes arising from this Contract. Any taxes on the services delivered pursuant hereto shall be borne by the Contractor. For out-of-state corporate Offerors, this includes registration as a foreign corporation pursuant to KRS 14A.9-010—14A.9-090.

### **7.16 Attorneys' Fees**

In the event that either party deems it necessary to take legal action to enforce any provision of a Contract, the University and Contractor agree to pay their own respective expenses of such action, including attorney's fees and costs at all stages of litigation as set by the court or hearing officer.

### **7.17 Patents, Copyrights, and Trademark**

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

### **7.18 Hold Harmless**

Contractor agrees to indemnify, defend, and hold harmless Eastern Kentucky University, its officers, agents, and employees from any claims for losses for service rendered by Contractor, person, or firm performing or supplying services in connection with performance of the Contract; any claims or losses to any person or firm injured or damaged by the erroneous or negligent acts of Contractor, its officers or employees in the performance of the Contract, any claims or losses resulting to any person or firm injured or damaged by Contractor, its officers or employees by the publication, translation, reproduction, delivery, performance, use, or disposition of any data processed under the Contract in a manner not authorized by the Contract, or by federal or Commonwealth of Kentucky regulations, laws, and statutes, and any failure of Contractor, its officers or employees to observe Commonwealth of Kentucky regulations, laws, and statutes, including but not limited to labor laws, minimum wage laws, and other applicable regulations, laws, and statutes.

### **7.19 Insurance**

Contractor shall procure and maintain, at its expense, the following minimum insurance coverage insuring all services, work activities, and contractual obligations undertaken in this Contract. These insurance policies must be with insurers acceptable to Eastern Kentucky University.

Workers' Compensation	\$1,000,000
General Liability	\$1,000,000

Excess Liability	\$1,000,000
Business Automobile Liability	\$1,000,000 (each occurrence, any auto owned, non-owned, hired, or borrowed)
Personal and Advertising Injury	\$1,000,000 (each occurrence)

Contractor agrees to furnish Certificates of Insurance for each insurance policy to the Purchasing Official. Eastern Kentucky University, its regents, and employees must be added as Additional Insured on the General Liability and Contractor Errors and Omissions Liability policies with regard to the scope of this Contract. Any deductibles or self-insured retentions in the insurance policies must be paid by and are the sole responsibility of the Contractor. Coverage is to be primary and non-contributory with other coverage, if any, purchased by the University. All required insurance policies must include a Waiver of Subrogation in favor of Eastern Kentucky University, its regents, and employees.

**7.20 Performance Bond**

A performance/fidelity bond is not required for this RFP and resulting contract.

**7.21 Events Beyond Control**

Anything herein to the contrary notwithstanding, the University shall not be liable or responsible for any failure to furnish the services set forth in this RFP and the Contract, occasioned by strike or other work stoppage, federal, state or local government action, breakdown or failure of apparatus, equipment or machinery employed in supplying services, any temporary stoppage for the repair, improvement, or enlargement thereof, or any act or condition beyond its reasonable control.

**7.22 Method of Award**

It is the intent of the University to award a Contract to the qualified Successful Offeror 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. The method of determining the best offer is detailed in Section 6.0.

Notwithstanding the above, this RFP does not commit the University to contract for any requirements detailed in this document. The University reserves the right to reject any or all offers and to waive formalities and minor irregularities in the Proposal(s) received.

**7.23 Reciprocal Preference to be given by Public Agencies to Resident Bidders**

In accordance with KRS 45A.494, a resident Offeror of the Commonwealth of Kentucky shall be given a preference against a non-resident Offeror. In evaluating proposals, the University will apply a reciprocal preference against an Offeror submitting a proposal from a state that grants residency preference equal to the preference given by the state of the nonresident Offeror. Residency and non-residency shall be defined in accordance with KRS 45A.494 (2) and 45A.494 (3), respectively. Any Offeror claiming Kentucky residency status shall submit with its proposal Attachment B, a notarized affidavit affirming that it meets the criteria as set for in the above referenced statute.

**7.24 Debarment**

Offeror’s signature on this solicitation response certifies that the Offeror, and where applicable subcontract vendor, or any other person performing service under this agreement (a) is not now nor have

ever been excluded, suspended, debarred or otherwise deemed ineligible to participate in governmental procurement or other programs (b) and if disbarred, suspended or excluded during the life of the contract, the vendor will notify the University buyer of record within seventy two(72) hours of the vendor becoming aware of the governmental ineligibility.

### **7.25 Technology Accessibility**

Offeror warrants that it complies with Kentucky and federal disabilities laws and regulations. Offeror hereby warrants that the products or services to be provided under this contract comply with the accessibility requirements of section 508 of the Rehabilitation Act of 1973, as amended (29 U.S. C.794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194. Offeror agrees to promptly respond to and resolve any complaint regarding accessibility of its products and services. Offeror further agrees to indemnify and hold harmless the University from any claims arising out of its failure to comply with aforesaid requirements. Failure to comply with these requirements shall constitute a material breach and be grounds for termination of this.

### **7.26 Nonaffiliated Third Party Contract Requirements**

#### Contract Requirements

For any agreements executed, or amended, on or after January 1, 2015, when ECU contracts with a Nonaffiliated Third Party and discloses Personal Information to the nonaffiliated third party, ECU shall require, as part of that agreement, that the Nonaffiliated Third Party implement, maintain, and update security and breach investigation procedures pursuant to Kentucky's Personal Information Security and Breach Investigation Practices Act, KRS 61.931 – 61.934.

These agreements will be reviewed for approval by ECU's IT Security Analyst or designee for compliance to this Regulation.

Additional information regarding Nonaffiliated Third Party Contract Requirements can be found at: <http://policies.eku.edu/policies/non-academic> under Information Security Incident Response.

### **7.27 Kentucky Educational Purchasing Cooperative**

The University is desirous of an option to extend the contract resulting from this RFP to members of Kentucky Educational Purchasing Cooperative (KEPC). Members of KEPC are:

- Morehead State University
- Murray State University
- Northern Kentucky University
- Western Kentucky University
- Kentucky State University
- University of Louisville
- University of Kentucky

Is your company willing to extend this contract to members of KEPC?

\_\_\_\_yes

\_\_\_\_no

**Attachment A – Taxpayer Identification Number Request**

Eastern Kentucky University requires a Federal Tax Identification number or Social Security number for all vendors or persons doing business with the University in order to comply with Federal Regulations and tax reporting requirements. Please take a few minutes to fill out this information and return to us to ensure prompt payment of your invoices. Thank you for the valuable service you have provided Eastern Kentucky University, and we look forward to a long and lasting relationship. IF SENDING A W-9, PLEASE RETURN THIS FORM ALSO.

For your convenience, you may return the information one of the following ways:

**FAX: Vendor File @ 859-622-2170**

**Mail: Purchasing Division  
Eastern Kentucky University  
Commonwealth 14th Floor #1411  
521 Lancaster Avenue  
Richmond, Kentucky 40475**

**EMAIL: adm.purchasing@eku.edu**

**Phone # (859)622-2246**

Please type or print legibly

**VENDOR INFORMATION**

Name of Firm * (Company or Individual)	Phone Number *	Make Checks Payable To *
Address *	Fax Number *	Payment Address *
Address	Web Site Address or E-mail	Payment Address
Address	Vendor Representative	Name on Invoice *
City * State * Zip*	Federal Tax ID Number **	Social Security Number **
Willing to accept ACH payments * Yes <input type="checkbox"/> No <input type="checkbox"/> Bank Name & Routing # _____ Bank Account # _____	Willing to accept credit card payments* Yes <input type="checkbox"/> No <input type="checkbox"/>	Payment Terms *

\* required fields

\*\*Federal Tax ID Number- This field *must* be completed if "Name of Firm" is a company name.

Social Security Number- This field *must* be completed if "Name of Firm" is an individual's name.

**\*REGISTRATION**

Any foreign corporation (outside the State of Kentucky) must obtain a certificate of authority from the Secretary of State as is required by KRS 271B.15-010 & KRS/014A06/010

- Certificate #: \_\_\_\_\_ (<https://secure.kentucky.gov/sos/ftbr/Welcome.aspx>)
- Claimed exemption: \_\_\_\_\_

Any "person" (business or individual) making retail sales in the state are to be registered to collect Kentucky sales and use tax. If the foreign individual (or business) is making retail sales they should be registered for Kentucky sales and use tax purposes by completing a Tax Registration Application (form 10A100), available at the link below. If they are under contract to perform services that do not include the sale of tangible personal property or digital property, or do not perform services subject to tax per KRS 139.200 (such as admissions, provision of telecommunication services, sewer services, and so on), then they are not required to register. KRS 139

- Consumer Use Tax Account number: \_\_\_\_\_ (<http://revenue.ky.gov/>)
- Sales Tax Account Number: \_\_\_\_\_

**CERTIFICATION**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me) **and**
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, **and**
3. I am a U. S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholdings because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct Taxpayer Identification Number.

Signature of U.S. Person \_\_\_\_\_ Date \_\_\_\_\_

\*Business Classification Reference Links: [www.ccr.gov/sizestandard.asp](http://www.ccr.gov/sizestandard.asp), <https://eweb1.sba.gov/hubzone/internet/general/whoware.cfm>, and

Type of Ownership (Check Appropriate Box(es)) *	Business Classification (Check Appropriate Box(es)) *
<input type="checkbox"/> (01) Individual/Sole Proprietorship <input type="checkbox"/> (02) Partnership <input type="checkbox"/> (03) Corporation-Incorporated in (State) _____ <input type="checkbox"/> (04) Non-profit/Education	<input type="checkbox"/> (SM) Small Business <input type="checkbox"/> (LG) Large Business <input type="checkbox"/> (CT) In County <input type="checkbox"/> (MN) Minority Owned <input type="checkbox"/> (WO) Women Owned
<input type="checkbox"/> (05) Non-Resident Alien <input type="checkbox"/> (06) Exempt from backup withholding <input type="checkbox"/> Other: _____	<input type="checkbox"/> (SD) Small Disadvantaged Business <input type="checkbox"/> (GA) Government Agency <input type="checkbox"/> (NP) Non-Profit <input type="checkbox"/> (AL) Alumni Owned <input type="checkbox"/> (HZ) Hub Zone Small Business <input type="checkbox"/> Other (Specify) _____

<http://app1.sba.gov/faqs/faqindex.cfm?areaid=11>

Printed Name of Authorizing Official: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Solicitation #: \_\_\_\_\_

**REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS CLAIMING RESIDENT BIDDER STATUS**

**FOR BIDS AND CONTRACTS IN GENERAL:**

The bidder or offeror hereby swears and affirms under penalty of perjury that, in accordance with KRS 45A.494(2), the entity bidding 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:

1. Is authorized to transact business in the Commonwealth;
2. Has for one year prior to and through the date of advertisement
  - a. Filed Kentucky corporate income taxes;
  - b. Made payments to the Kentucky unemployment insurance fund established in KRS 341.49; and
  - c. Maintained a Kentucky workers' compensation policy in effect.

The BIDDING AGENCY reserves the right to request documentation supporting a bidder's claim of resident bidder status. Failure to provide such documentation upon request shall result in disqualification of the bidder or contract termination.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Company Name \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Subscribed and sworn to before me by

\_\_\_\_\_  
(Affiant)

\_\_\_\_\_  
(Title)

of \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.  
(Company Name)

\_\_\_\_\_  
Notary Public

[seal of notary]

My commission expires: \_\_\_\_\_

**Addendum to the Agreement dated between  
("Contractor") and  
Eastern Kentucky University ("University")**

**A-1. Use of University Premises** Contractor represents that the game and/or equipment provided by Contractor for use by University conforms to and complies with all applicable municipal, county, state, and federal ordinances, laws, rules, and regulations, including without limitation obtaining any permits.

**A-2. Damage to University Premises.** Contractor represents that the game and/or equipment provided by Contractor for use by University is in good order and condition and agrees to repair and replace promptly any and all damage that may occur to the University's facilities caused by any failure or defect of said game and/or equipment or otherwise by Contractor's employees or agents.

**A-3. Insurance and Indemnification.** Contractor, at Contractor's expense, will carry and maintain in full force and effect at the time the game and/or equipment is to be utilized by University public liability insurance covering bodily injury and property damage liability, in a form and with an insurance Contractor acceptable to the University and authorized to do business in the Commonwealth of Kentucky, with limits of coverage of not less than one million dollars (\$1,000,000) for each incident and three million dollars (\$3,000,000) in the aggregate, for the benefit of both University and Contractor as protection against all liability claims arising from the game and/or equipment and delivering a certificate of insurance reflecting such coverage no later than five (5) days prior to the date of the University's use of the game and/or equipment.

University shall not be liable for any damage to persons or property arising from or caused by Contractor's game and/or equipment. Contractor will defend, indemnify and hold harmless the University, its governing board, officers, agents and employees from and against any and all claims, demands, damages, costs, including reasonable attorney fees, and liability for injury to persons or {00031220-1}

damage to property arising out of Contractor's game and/or equipment, any breach of representation or contract term by Contractor and the actions and/or negligence of its officers agents and employees.

**A-4. Entire Agreement.** This Addendum and the Agreement referenced above constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes any and all prior understandings and agreements, oral and written, relating hereto. Any amendment hereof must be in writing signed by all parties. In the event of any inconsistency among the provisions of this Addendum and the Agreement referenced above between the parties hereto, the provisions of this Addendum shall be given precedence.

**A-5. Governing Law and Forum.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the Commonwealth of Kentucky, which shall also be the forum for any proceeding or suit in law or equity arising from or incident to this Agreement.

**A-6. Accommodation.** Contractor warrants that he/she complies with Kentucky and federal disabilities laws and regulations. Contractor hereby warrants that the products or services to be provided under this contract comply with the accessibility requirements of section 508 of the Rehabilitation Act of

1973, as amended (29 U.S. C. 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194. Contractor agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services. Contractor further agrees to indemnify and hold harmless the University from any claims arising out of its failure to comply with aforesaid requirements. Failure to comply with these requirements shall constitute a material breach and be grounds for termination of this.

EASTERN KENTUCKY UNIVERSITY

CONTRACTOR

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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