



Division of Purchases & Stores
 Eastern Kentucky University
 Commonwealth 1411
 521 Lancaster Avenue
 Richmond, KY 40475

RFP No. 63-18

**PERSONAL SERVICES CONTRACT
 REQUEST FOR PROPOSAL/SIGNATURE PAGE**

1. REQUEST DATE: <div style="border: 1px solid black; padding: 2px; width: 100%;">8/25/2017</div>	2. REQUESTING DEPARTMENT: <div style="border: 1px solid black; padding: 2px; width: 100%;">Office of Development</div>	
3. SERVICE: The Scope of Services includes the following: Provide EKU's Office of Development with a Banner Software and Argos Reporting Consultant . The <i>Successful Offeror</i> will give specific Banner software consulting to enable the Development Office to fully utilize the software in preparation for major comprehensive campaigns, including an evaluation of current use and recommendations for improvement.		
4. DUE DATE: <div style="border: 1px solid black; padding: 2px; width: 100%;">9/14/2017</div>	5. TIME : <div style="border: 1px solid black; padding: 2px; width: 100%;">2:00pm</div>	6. TELEPHONE: <div style="border: 1px solid black; padding: 2px; width: 100%;">859-622-2246</div>

Proposals should include background information, references and associated costs. Complete and return the attached Vendor Tax Form along with your proposal. Proposals should be sent to the following:

7. Mail Proposals to above address.

The bottom portion of this form is to be completed by the vendor.

Equal Employment Opportunity-All parties must be in compliance with executive order 11246 of September 24, 1965 as amended by executive order 11375 of October 13, 1967.

SMOKE FREE ZONE POLICY

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

See: http://www.hr.eku.edu/Policy_and_Procedure/docs/Smoke-free_zone_policy.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.

STATEMENT OF NON- COLLUSION AND NON-CONFLICT OF INTEREST

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

1. That attached Submitted Proposal has been without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the Submitted Proposal designed to limit independent competition.
2. That the proposer is legally entitled to enter into the contract with Eastern Kentucky University, an agency of the Commonwealth of Kentucky, and is not in violation of any prohibited conflict of interest, including those prohibited by the provisions of KRS 45A.325, to 45A.340, 34A.990 and 164.821 (7).
3. That I have fully informed myself regarding the accuracy of the statements made above.

In submitting this proposal, it is expressly agreed that upon proper acceptance by Eastern Kentucky University, of any or all items bid, a Personal Service Contract (sample attached) shall thereby be created with respect to the service accepted. ***PSC funding is contingent upon Government Legislative Review Committee approval.***

SIGNED BY: _____ Telephone: _____ Fax: _____

PRINT NAME: _____

FIRM: _____

ADDRESS: _____

SPECIFICATIONS:

1. **Scope of Services:**

Provide EKU's Office of Development with a **Banner Software and Argos Reporting Consultant**. The *Successful Offeror* will give specific Banner software consulting to enable the Development Office to fully utilize the Banner and Argos in preparation for major comprehensive campaigns and fundraising activities, including an evaluation of current use, recommendations for improvement, and report development in collaboration with the Development Office and Information Technology.

2. **Informational Background:**

Eastern Kentucky University is a regional, coeducational, public institution of higher education offering general and liberal arts programs, pre-professional and professional training in education and various other fields at both the undergraduate and graduate levels. Located in Richmond, Madison County, Kentucky, Eastern has a distinguished record of more than a century of educational service to the Commonwealth. EKU's fundraising efforts are managed by the Development Office and the Eastern Kentucky University Foundation.

As the development program at EKU continues to grow, reporting development activities becomes more imperative. While Banner and Argos are currently being used minimally, the growing program necessitates a growth in software and technology utilization.

3. **References and Past Experience:**

Offeror shall supply the names, addresses, telephone numbers and complete contact information of three (3) Higher Education references for which work has been accomplished. 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.

4. **Financial Proposal:**

The Financial Proposal shall contain a complete financial offer made to the University fully describing all aspects of the proposal and the costs the University will be expected to pay if applicable, in addition to the costs of optional services. Any implementation, training, one-time, annual, ongoing maintenance/support, transaction fees, hourly rates (if applicable) or other costs to be paid by University shall be clearly identified.

It is the Offeror's responsibility to verify any information, measurements and obtain any clarifications prior to submitting the bid response. The University is not liable for any errors or misinterpretations made by the Respondent in response to this Solicitation.

5. **Required Insurance:**

Successful Offeror 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 hired, or borrowed)	\$1,000,000 (each occurrence, any auto owned, non-owned,

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.

6. Form of Contract:

A Personal Service Contract (PSC) for Professional Services with State Agencies, as required by the Commonwealth of Kentucky, shall be executed between the University and the Offeror selected. A sample PSC has been attached for review.

7. Contract Term:

The Contract resulting from this RFP and the Successful Offeror's Proposal shall have an initial term nine (9) months from October 1, 2017 through June 30, 2018. The Contract shall be renewable for two (2) additional two-year periods. The total contract period will not exceed five (5) years, subject to KRS 45A.145. Any renewal will be contingent upon the University's needs and satisfaction with the services performed and the overall performance of the Contractor.

8. Questions:

Please email any questions regarding this RFP to stephanie.sowders@eku.edu by no later than Tuesday, September 5th, 5:00pm ET.

9. Method of Award:

A selection committee, made up of representatives of Eastern Kentucky University, will determine the appropriate contractor based on their ability to meet the requirements of the proposal. The criteria will be based on the following:

- a. Capacity to perform requested services
- b. Experience relevant to requested services
- c. Work samples reflecting experience conducting requested services
- d. Ability to perform requested services within cost parameters
- e. Ability to perform requested services within specified timeframes

10. 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.

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 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 #: _____ (<http://www.sos.ky.gov/business/>)
- 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

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.

Type of Ownership (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"/> (05) Non-Resident Alien <input type="checkbox"/> (06) Exempt from backup withholding <input type="checkbox"/> Other: _____	Business Classification (Check Appropriate Box(es)) * <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"/> (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) _____
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*Business Classification Reference Links: www.ccr.gov/sizestandard.asp, <https://eweb1.sba.gov/hubzone/internet/general/howweare.cfm>, and <http://app1.sba.gov/faqs/faqindex.cfm?areaID=11>
Printed Name of Authorizing Official: _____

Authorized Signature: _____ Date: _____

EASTERN KENTUCKY UNIVERSITY

PERSONAL SERVICE CONTRACT

Purchases & Stores, Richmond, KY 40475

PSC Number _____
Start Date _____

This Personal Service Contract for _____ is made and entered into this _____ day of _____, 20____, by and between Eastern Kentucky University (EKU) and:

Name of Individual and/or Firm (The Second Party)	Social Security or Federal I.D. Number		
Street Address	City	State	Zip Code

Service: EKU has determined that either University personnel are not available to perform the described services or use of EKU personnel would not be feasible. EKU has determined that the second party is qualified to perform the services described "in detail" below:

Payment: As fee for the services described, EKU agrees to pay the Second Party a sum not to exceed \$ _____ upon receipt of signed invoice(s). No other fees or expenses are authorized unless specifically identified in this contract. Payment will be made as described "in detail" below:

- A. Service: _____
- B. Travel: _____
(Travel will be reimbursed in accordance with EKU travel regulations.)
- C. Other Expense: _____

Cancellation - By either party upon 30 days written notice.

Choice of Law - The Second Party agrees that the applicable law of relating to this contract are the laws of the Commonwealth of Kentucky and further agrees that if legal action arises, the venue will be Franklin Circuit Court.

During the performance of this contract, the Second Party will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, age, or handicap.

The Second Party is an independent contractor for EKU, therefore, EKU is not liable for Social Security Contribution pursuant to Section 418, 42 U.S. Code. Furthermore, IRS Form 1099 will be forwarded at the end of the calendar year if total payment(s) exceed \$600.00.

Eastern Kentucky University
Submitted by:

Second Party

Signature/Title _____ Date _____

Signature _____ Date _____

Title _____

Approved: _____
Vice President for Financial Affairs & Treasurer _____ Date _____

Note: Second Party may not begin work until contract has been stamped "received" by the Legislative Research Commission. Second Party may not be paid until the contract is "approved" by Legislative Research Commission.

Personal Service
Contract Number **PS**

PERSONAL SERVICE CONTRACT Between EASTERN KENTUCKY UNIVERSITY

and _____
Name of Individual and/or Firm (The Second Party)

The undersigned hereby certifies that neither he/she nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of this contract, has contributed more than the amount specified in KRS 121.056(2), to the campaign of the gubernatorial candidate elected at the election last preceding the date of this contract. The undersigned further swears under the penalty of perjury, that neither he/she or the Company which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth, and that the award of a contract to him/her or the Company which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

The undersigned hereby certifies that they are legally entitled to enter into this contract, and that it has not and will not violate any conflict of interest statutes (KRS 45A.330-45A.340).

Contractor (Second Party)

Signature

Title

Date

Name of Company or Corporation