



38-19

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

CONTRACTOR'S AGREEMENT
REQUEST FOR PROPOSAL/SIGNATURE PAGE

Form with fields for: 1. REQUEST DATE: 08/27/18; 2. REQUESTING DEPARTMENT: Training Resource Center; 3. SERVICE: ASP.NET TRAINING; 4. DJIF DATE: 09/06/2018; 5. TIME: 2:00pm (ET); 6. TELEPHONE: 859-622-2246.

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 on or before Sept. 6, 2018 2:00 PM (ET). Questions can be directed to Dwightel Ivey via email: Dwightel.ivey@eku.edu

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:

Within your proposal, please provide appropriate/applicable information per the following:

1. Scope of Services:

4-5 day on-site, instructor-led training to deliver agreed upon curriculum pertaining to ASP.NET MVC development prepared for 10-15 individuals. The outcome of the training is to make participants “exam ready”, and the knowledge gained should be adequate to produce basic ASP.NET MVC Applications. Services include arranging trainer logistics (travel, lodging, accommodations), establishing curriculum with ECU Training Resource Center staff prior to training, delivery of the training, and exam vouchers for 10 participants (Exam 70-486: Developing ASP.NET MVC Web Applications).

Experience Required:

As required to successfully complete Scope of Services and Deliverables

Deliverables:

- Agreed Upon Curriculum
- On-site Training Delivery (4-5 days)
- 70-486: Developing ASP.NET MVC Web Applications Exam Vouchers (10)

Proposal Guidance:

Please include in all fees for delivery of Scope of Services/Deliverables including:

- Program Pricing
- Pricing Notes: prices quoted per training event
- Curriculum Outline (options for specific objectives)
- Qualifications
- Scheduling Timeframe

2. 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. Higher Education references are preferred. 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.

3. 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.

4. Form of Contract: Contractor Agreement

5. Contract Term:

The Contract resulting from this RFP and the Successful Offeror's Proposal shall have an initial term August 27, 2018 – June 30, 2019. The Contract shall be renewable for five additional 1-year periods, pending funding award. 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.

6. Questions:

Please email any questions regarding this RFP to [dwightel.ivey@eku.edu](mailto:dwrightel.ivey@eku.edu), by no later than August 30, 2018, 12:00pm ET.

7. Method of Award:

- Capacity to perform requested services
- Experience relevant to requested services
- Work samples reflecting experience conducting requested services
- Ability to perform requested services within cost parameters
- Ability to perform requested services within specified timeframes

8. 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.

Attachment A - Taxpayer Identification number request

Attachment B - Sample Contractor's Agreement

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 @ 859-622-2047

**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 #: _____ (<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"/> (1) Individual/Sole Proprietorship <input type="checkbox"/> (5) Non-Resident Alien <input type="checkbox"/> (2) Partnership <input type="checkbox"/> (6) Exempt from backup withholding <input type="checkbox"/> (3) Corporation-Incorporated in (State) _____ <input type="checkbox"/> (4) Non-profit/Education <input type="checkbox"/> Other: _____	Business Classification (Check Appropriate Box(es)) * <input type="checkbox"/> (SM) Small Business <input type="checkbox"/> (SD) Small Disadvantaged Business <input type="checkbox"/> (LG) Large Business <input type="checkbox"/> (GA) Government Agency <input type="checkbox"/> (CT) In County <input type="checkbox"/> (NP) Non-Profit <input type="checkbox"/> (MN) Minority Owned <input type="checkbox"/> (AL) Alumni Owned <input type="checkbox"/> (WO) Women 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/whoware.cfm>, and

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

Printed Name of Authorizing Official: _____

Authorized Signature: _____

Date: _____

Contractor Agreement Instructions:

This document is required for all Contractor Agreements requested on sponsored projects. Please complete the applicable sections noted below and then submit the completed document online through the [InfoReady Review](#) System.

Page 1:

- **Prime Award Number:** The award number assigned to the award made to ECU. This award number can be found on your grant award or contract.
- **Prime Sponsor:** The sponsoring agency for the award made to ECU.
- **CFDA #:** If the funding is Federal or Federal Pass-Through, the CFDA # assigned to the funds. If the funding is not Federal or Federal Pass-Through, enter N/A. If funds from multiple CFDA #s are included, the amount per CFDA is required.
- **Prime Project Title:** The title of the project funded through the award to ECU.

- **Contractor:** The individual or organization whose work is being funded through the agreement.
- **Agreement Number:** Leave blank. Sponsored Programs will assign this number.
- **Agreement Not to Exceed Amount:** The total amount of funding being made available for the Contractor's work. This amount must match the total in Attachment 4.
- **Contractor Period of Performance:** The start and end dates of the agreement.
- **Contractor Type:** Choose the option that best fits for the type of contractor. Sponsored Programs will confirm with the Contractor.

Page 3:

- **Technical Representative:** Provide the name, department, campus address, phone number, and email address for the ECU Project Director.

Page 4:

- **Contractor:** Provide the name and address for the Contractor.
- **Performance Site:** If known, enter the Performance Site for the Subrecipient's work. If not known, please leave

If the Contractor is not an individual, the following items are also required:

- **Employer Identification Number:** Enter the Federal EIN for the Contractor. Do not enter Social Security numbers on this form.
- **DUNS Number:** Enter the DUNS number for the Contractor, if applicable.
- **Is the Contractor Registered in the Central Contractor Registry?** Indicate whether the Contractor is registered in the CCR. If not known, please leave blank, and Sponsored Programs will verify with Contractor.
- **Representatives:** Provide the name, department, organization name, mailing address, phone number, and email address for the following representatives for the Contractor:
 - Administrative Representative
 - Authorized Organizational Representative (often an organization director or president)
 - Financial Representative (typically in an accounting office)
 - Technical Representative (the person responsible for completing the work)

Page 5:

Each Contractor Agreement must include a Statement of Work describing the work to be completed by the Contractor as well as a Deliverables and Fee Schedule outlining payment terms for each deliverable.

Contractor Agreement

Prime Recipient Organization: Eastern Kentucky University ("EKU")	Contractor: ("Contractor")
Prime Award Number:	Agreement Number:
Prime Sponsor:	Agreement Not to Exceed Amount:
CFDA Number:	Contractor Period of Performance:
Prime Project Title:	Contractor Type:

EKU has determined either that University personnel are not available to perform services necessary for the project identified above or that the use of EKU personnel would not be feasible and that the Contractor is qualified to perform the services.

By signing this agreement, Contractor agrees to the following terms and conditions, makes the certifications and assurances identified in Attachment 2, and agrees to provide the deliverables outlined in Attachment 4.

1. Contractor agrees that the applicable laws relating to this contract are the laws of the United States of America and the Commonwealth of Kentucky and further agrees that if legal action arises, the venue will be Franklin, Kentucky Circuit Court.
2. Contractor is an independent contractor for EKU. Therefore, EKU is not liable for Social Security contributions pursuant to Section 418, 42 U.S. Code. If the Contractor is an individual and total payments from EKU exceed \$600 during the calendar year, IRS Form 1099 will be provided to Contractor at the beginning of the following calendar year.
3. Contractor agrees that Contractor shall be solely responsible for any and all third party liability that might be incurred in the performance of this agreement. Therefore, Contractor shall maintain sufficient insurance coverage for Public Liability, Property Damage, Employer's Liability and Compensation Insurance, and Motor Vehicle Liability (Personal Injury and Property Damage).
4. Contractor's services must be provided within the period of performance identified above. The period of performance may be modified only by an amendment to this agreement signed by authorized representatives for both parties.
5. As fee for the services described, EKU agrees to pay the Contractor a sum not to exceed the amount identified above. Payment will be made upon receipt of the respective deliverable(s) outlined in Attachment 4 and signed invoice(s) and subsequent to the approval of EKU's technical representative signifying the satisfactory completion of each deliverable. All invoices shall reference the agreement number and shall be submitted to the technical representative identified in Attachment 3.
6. Prior approval must be secured from EKU's Administrative Representative as identified in Attachment 3 for any changes that may materially alter the terms of this agreement, including changes to the scope of work, deliverables, or payment details.
7. No part of this agreement may be assigned, subcontracted, transferred, or otherwise given to or imposed on any other party without the prior written consent from EKU's Administrative Representative as identified in Attachment 3.
8. Either party may terminate this agreement with thirty days written notice to the other party's administrative contact identified in Attachment 3.
9. In the event of default, either by Contractor's failure to substantially perform its obligations, Contractor's violation of other terms of this agreement, or Sponsor's termination of work by EKU, then performance by the Contractor under this agreement may be terminated by EKU at any time by giving written notice to Contractor. Should performance be so terminated, Contractor shall be paid for its reasonable costs and commitments to the date of termination, but only to the extent that such costs and commitments are reimbursable to EKU and allowable under the terms of Sponsor's Award. Payment shall be made upon submission to EKU of a final invoice covering the aforementioned performance and submission of any and all results achieved to the time of termination and acceptance thereof by EKU.
10. If Contractor has not previously filed a Taxpayer Identification Number Request Form with EKU, Contractor will do so upon execution of agreement and prior to reimbursement being made to Contractor. The form is available online at <http://tinyurl.com/ekutaxid>.

Authorized Official for Prime Recipient:	Authorized Official for Contractor:
Name: _____ Date: _____	Name: _____ Date: _____
Title: _____	Title: _____

**Contractor Agreement
Attachment 2
Certifications and Assurances**

1. Contractor certifies that Contractor is legally entitled to enter into this agreement and that it has not and will not violate conflict of interest statutes in KRS 45A.330-45A.340.
2. Contractor certifies that no family relationship or business affiliation exists between Contractor and ECU employees other than those previously disclosed to ECU's Administrative Representative.
3. Contractor 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. Contractor further swears under the penalty of perjury, that neither he/she nor 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.
4. Contractor certifies the following related to lobbying:
 - A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL to ECU.
 - C. Contractor shall require that the language of this certification be included in the award documents for all contractors at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subcontractors shall certify and disclose accordingly.
5. Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
6. Contractor certifies that it complies with all federal and state statutes relating to non-discrimination. These include, but are not limited to:
 - A. E.O. 11246 "Equal Employment Opportunity," as amended by E.O. 11375 "Amending Executive Order 11246 relating to Equal Employment Opportunity;"
 - B. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination based on race, color, or national origin;
 - C. Rehabilitation Act of 1973 which prohibits discrimination based on physical and mental Handicap;
 - D. Title IX of the Educational Amendments of 1972 which prohibits discrimination based on sex; and
 - E. Age Discrimination Act of 1975, which prohibits unreasonable discrimination based on age.
7. Contractor certifies compliance with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the ECU, Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**Contractor Agreement
Attachment 3A
Prime Recipient Contacts**

Prime Recipient Organization:

Eastern Kentucky University
521 Lancaster Avenue
Richmond, KY 40475
Employer Identification Number: 61-1011211
DUNS Number: 074051269

Administrative Representative:

ENTER NAME
ENTER DEPARTMENT
ENTER ORGANIZATION NAME ENTER
MAILING ADDRESS
ENTER CITY, STATE, ZIP
Phone: ENTER PHONE NUMBER Email:
ENTER EMAIL ADDRESS

Financial Representative:

ENTER NAME
ENTER DEPARTMENT
ENTER ORGANIZATION NAME ENTER
MAILING ADDRESS
ENTER CITY, STATE, ZIP
Phone: ENTER PHONE NUMBER Email: ENTER
EMAIL ADDRESS

Authorized Organizational Representative:

ENTER NAME
ENTER DEPARTMENT
ENTER ORGANIZATION NAME ENTER MAILING
ADDRESS
ENTER CITY, STATE, ZIP
Phone: ENTER PHONE NUMBER Email: ENTER
EMAIL ADDRESS

Technical Representative:

ENTER NAME
ENTER DEPARTMENT
ENTER ORGANIZATION NAME ENTER MAILING
ADDRESS
ENTER CITY, STATE, ZIP
Phone: ENTER PHONE NUMBER Email: ENTER
EMAIL ADDRESS

**Contractor Agreement
Attachment 3B
Contractor Contacts**

Contractor (Individual or Company):

ENTER NAME
ENTER DEPARTMENT
ENTER ORGANIZATION NAME ENTER
MAILING ADDRESS
ENTER CITY, STATE, ZIP
Phone: ENTER PHONE NUMBER Email:

Performance Site:

ENTER EMAIL ADDRESS

If Contractor is an individual, this section is not required.

Federal Tax Identification Number (EIN):

DUNS Number: _____

Is the Contractor registered in the Central Contractor Registry? Yes No

Administrative Representative:

ENTER NAME
ENTER DEPARTMENT
ENTER ORGANIZATION NAME
ENTER MAILING ADDRESS
ENTER CITY, STATE, ZIP
Phone: ENTER PHONE NUMBER
Email: ENTER EMAIL ADDRESS

Authorized Organizational Representative:

ENTER NAME
ENTER DEPARTMENT
ENTER ORGANIZATION NAME
ENTER MAILING ADDRESS
ENTER CITY, STATE, ZIP
Phone: ENTER PHONE NUMBER
Email: ENTER EMAIL ADDRESS

Financial Representative:

ENTER NAME
ENTER DEPARTMENT
ENTER ORGANIZATION NAME
ENTER MAILING ADDRESS
ENTER CITY, STATE, ZIP
Phone: ENTER PHONE NUMBER
Email: ENTER EMAIL ADDRESS

Technical Representative:

ENTER NAME
ENTER DEPARTMENT
ENTER ORGANIZATION NAME
ENTER MAILING ADDRESS
ENTER CITY, STATE, ZIP
Phone: ENTER PHONE NUMBER
Email: ENTER EMAIL ADDRESS

**Contractor Agreement
Attachment 4
Statement of Work and Deliverables and Fees Schedule**

Statement of Work

Deliverables and Fees Schedule:	Estimated Date of Delivery Date	Fee
		\$
		\$
Authorization of Travel Expenses: In situations where appropriate, contractors may be reimbursed for reasonable and customary travel expenses in accordance with Kentucky State Travel Regulations. If such expenses are authorized, they must be detailed below.		\$
		\$
		\$
		\$
Not-to-Exceed Amount of Agreement:		\$