

**Request for Proposal
Eastern Kentucky University
Pensionary Consultant RFP 62-20**



Issued: September 18, 2019

Due: October 30, 2019

521 Lancaster Avenue

Richmond, Kentucky 40475



Eastern Kentucky University
Department of University Procurement- Commonwealth 14th Floor #1411
521 Lancaster Avenue
Richmond, KY 40475
REQUEST FOR PROPOSAL

RFP No.

62-20

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

Issue Date: September 18, 2019
Purchasing Officer: Andrea Cashell
Phone: (859) 622-4484
Service: Pensionary Consultant

IMPORTANT: PROPOSALS MUST BE RECEIVED BY:
October 30, 2019

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

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.

| | | |
|---------------------------|--|-----------------------------|
| _____ Company Name | _____ Authorized Signature | _____ Date |
| _____ Address | _____ Typed or Printed Name & Email Address | |
| _____ City, State, Zip | _____ Title | |
| _____ Phone Number | _____ Fax Number | _____ Federal I D Number |

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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, Department of University Procurement, Commonwealth 14th 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

Eastern Kentucky University is seeking proposals from financially sound, qualified, Pensionary Consultants (“Offeror”). Offeror must be familiar with the State of Kentucky’s pension system and the 2019 Special Session of the Kentucky General Assembly enacted House Bill 1(Act).

It is the intent of the Universities to award one (1) vendor however, if in the best interest of the Universities, the Universities reserves the right to award in part or in whole, and to award multiple contracts.

The University’s General Terms and Conditions and Instructions to Bidders, viewable at <https://purchasing.eku.edu/terms-and-conditions>, apply to this Request for Proposal (RFP).

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, 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.

Northern Kentucky University was founded in 1968, today NKU enrolls more than 15,000 students, with 2,000 students residing on campus. Named among “America’s Top Colleges” by Forbes for 10 consecutive years, NKU is noted for its commitment to excellence in the classroom; innovative and nationally-ranked academic programs; commitment to equity, diversity and inclusion; and for leading the way in regional stewardship and service learning. Additional information about Northern Kentucky University is available at <https://www.nku.edu/>.

Western Kentucky University (WKU) is home of the Hilltoppers. Our hilltop campus is a place of beauty and friendliness. WKU is located in Bowling Green, Kentucky, a city with a population of more than 60,000 approximately 110 miles south of Louisville and 65 miles north of Nashville. WKU's Regional Campuses are located in Glasgow, Owensboro, and Elizabethtown-Fort Knox. Additional information about western Kentucky University is available at <https://www.wku.edu/about/>.

3.0 SCOPE OF SERVICES

3.1 General

This Request for Proposal (RFP) is issued by Eastern Kentucky University in collaboration with, and on behalf of, Eastern Kentucky University, Northern Kentucky University and Western Kentucky University.

This RFP is for the purpose of negotiating personal service contracts with a financially sound, qualified, Financial and/or Pensionary Consultant (“Offeror”). Offeror must be familiar with the State of

Kentucky’s pension system and the 2019 Special Session of the Kentucky General Assembly enacted House Bill 1 (“The Act”). The Act provides quasi-government agencies, which includes Kentucky’s regional comprehensive universities, having various participation options in the Kentucky Employees Retirement System (KERS), options for exiting the KERS system.

Services being sought in this solicitation include the following:

1. Assist each university, to the extent possible, in evaluating their pension liability data/report as provided by KERS. Institutions seek to have a high level of comfort with data integrity and actuarial conclusions.
2. Advise on the financial and related impacts of The Act through analyses of impacts that employees and the individual Universities may face regarding the pension options presented through the passage of HB1.
3. Financial advisory services to determine the financial impact of each of the five (5) exit options provided in HB1:
 - a. Remain in KERS unchanged; pay full ARC going forward;
 - b. Hard freeze exit with lump-sum payment (4.5% discount rate);
 - c. Hard freeze exit with installment payment (3.5% discount rate);
 - d. Soft freeze exit with lump-sum payment (3.5% discount rate);
 - e. Soft freeze exit with installment payment (3.0% discount rate).

Proposals will be accepted from all individuals or firms interested in providing professional investment consulting and evaluation services in accordance with all applicable local, state and federal rules, codes, regulations and/or laws. Individuals or firms may submit proposals which address any one or combination of any of services listed above.

Note: It is the intent of this RFP to develop a contract that will be available to all Kentucky regional comprehensive public universities. Presently, Eastern Kentucky University, Northern Kentucky University, and Western Kentucky University have expressed firm interest and have collaborated with the issuance of this Proposal. Summary data, as currently available for each of these institutions, is included in Appendix A. The Kentucky Retirement System retains significantly more data which the Universities are requesting but at this time are unsure of the timing of receiving.

Note: Each participating university is seeking the same analyses and information. The Successful Offeror must be capable of conducting these various and separate analyses for each participating university; and must provide to each participating university a timeline for completion of work.

4.0 PROPOSAL REQUIREMENTS

4.1 Key Event Dates

| | |
|--|--------------------|
| RFP issued by University..... | September 18, 2019 |
| Notification by Offeror of intent to respond to RFP..... | October 2, 2019 |
| Deadline for written questions from Offeror..... | October 2, 2019 |
| Proposal due from Offeror..... | October 30, 2019 |
| 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:

Andrea Cashell
University Procurement
Eastern Kentucky University
Commonwealth 14th Floor #1411
521 Lancaster Avenue
Richmond, KY 40475
Phone: (859) 622-2246
Fax: (859) 622-2047
Email: andrea.cashell@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 andrea.cashell@eku.edu no later than October 2, 2019; 4:00 pm, ET. The subject of the e-mail shall be "QUESTION - RFP 62-20". 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 Department of University Procurement's website at <http://purchasing.eku.edu/solicitations>.

4.4 Mandatory Pre-Proposal Conference

A mandatory pre-proposal conference is not necessary 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 EKU 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 (ET), October 30, 2019.

Deliver to:

Andrea Cashell
Department of University Procurement
Eastern Kentucky University
Commonwealth 14th 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 Department of University Procurement, 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 evaluation committee will consist of representatives from Eastern Kentucky University, Northern Kentucky University and Western Kentucky University. The Universities evaluation committees will evaluate proposals in

accordance with the requirements and criteria set forth in this Solicitation, including any Addenda issued. The University may award the Contract to the Successful Offeror or Successful Offerors submitting Proposals determined to be the most advantageous to the University.

Primary Criteria include:

Offeror Qualifications
Program Plan – Services Defined
References and Past Experience
Financial Proposal

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.

Note: The Universities reserve the right to award the services listed in Section 3.1 to either a single or multiple individuals or firms.

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 from award date through June 30, 2020.

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 or upon sixty (60) days notice in the event that the state appropriation is reduced or a budgetary shortfall exists.

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:

Andrea Cashell
Department of University Procurement
Eastern Kentucky University
Commonwealth 14th Floor #1411
521 Lancaster Avenue
Richmond, KY 40475
(859) 622-2246
(859) 622-2047 (fax)
andrea.cashell@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) |

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.

Appendix A

Below is the KERS Participant Count for each University based on Tier levels:

| EKU – KERS Participant Count as of 9/13/19 | |
|--|---------------|
| | Non-hazardous |
| Tier 1 | 184 |
| Tier 2 | 55 |
| Tier 3 | 81 |
| Retired Re-employed | 6 |
| Total | 326 |

| NKU – KERS Participant Count as of 9/12/19 | |
|--|---------------|
| | Non-hazardous |
| Tier 1 | 252 |
| Tier 2 | 174 |
| Tier 3 | 303 |
| Retired Re-employed | 8 |
| Total | 737 |

| WKU – KERS Participant Count as of 8/31/19 | |
|--|---------------|
| | Non-hazardous |
| Tier 1 | 229 |
| Tier 2 | 90 |
| Tier 3 | 115 |
| Retired Re-employed | 8 |
| Total | 442 |

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: University Procurement
 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 * |
| Name if DBA | 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.kv.gov/>)
- Sales Tax Account Number: _____

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 _____

| | |
|--|---|
| 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) _____ |
|--|---|

Printed Name of Authorizing Official: _____

Authorized Signature: _____ Date: _____

Attachment B - Affidavit for Resident Bidder Status

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: _____