



Commonwealth of Kentucky

SOLICITATION

TITLE: Kentucky Proud Photographer/Writer & Event Planner

DATE ISSUED	SOLICITATION CLOSES	SOLICITATION NO.
2008-06-25	Date: 2008-07-08 Time: 16:00:00	RFP 035 0800001430

I S S U E D B Y	500 Mero Street, 7th Floor CPT Autumn Brewer	A D D R E S S T O	Please see the Terms and Conditions For Information on where to submit Your Bid/Proposal.
V E N D O R	Name:	R E M I T T O	Name:
	Address:		Address:
	City, State Zip Code:		City, State Zip Code:
	Phone #:		Phone #:
	Email Address:		Email Address:
	Contact Name:		Contact Name:
	Contact Email:		Contact Email:
	Vendor Customer (VC) #:		Vendor Customer (VC) #:

FOR INFORMATION CALL:
Autumn Brewer
502-564-4696

ONLINE BIDDING PROHIBITED
Yes

OWNERSHIP TYPE:
☐ Sole Proprietorship ☐ Partnership ☐ Corporation

SIGNATURE OF AUTHORIZED AGENT IS REQUIRED UNLESS RESPONSE IS SUBMITTED ELECTRONICALLY

FAILURE TO SIGN SHALL RENDER THE BID INVALID.

Signature X

FEIN#

DATE

All offers subject to all terms and conditions contained in this solicitation.

Line Items

Line Group: Default

Line	CL Description	Due Date	Quantity	Unit Issue	Unit Cost	Line Total Or Contract Amt
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1 Photographer/Writer & Event Planner

Comm Code	Comm Description	Manufacturer	Model #	Man Part #
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96234 Event Planning Services

Extended Description

The KDA seeks expertise that will help retailers tell the story of Kentucky Proud® farm families and their products related to consumer sales. These needs include farm family photos and stories that will enhance consumer sales. In addition, the KDA seeks an event planner that can lead and coordinate the logistics related to training and preparing Kentucky Proud® members for retail sales and for food shows, festivals or events leading to increased sales.

The expert is directly accountable to the KDA involving contacts, action plans, project priorities, deadlines and billing.

B I L L T O	523238	S H I P T O	523238
	AGR MARKETING & PRODUCT PR		AGR MARKETING & PRODUCT PR
	100 FAIROAKS		100 FAIROAKS
	5TH FLOOR		5TH FLOOR
	FRANKFORT KY 40601		FRANKFORT KY 40601
	US		US

Evaluation Criteria			
The following criteria will be used when determining the award of this solicitation			
Code	Criteria Description	Points	Vendor Response (DO NOT LIST PRICES IN THIS SECTION. UNIT PRICES AND TOTAL PRICES MUST BE FILLED IN ADJACENT TO THEIR LINE ITEMS.)

	Experience	10
	Cost	40
	Qualifications & Expertise	40
	References	10

0800001430	Document Phase Final	Document Description Kentucky Proud Photographer/Wr iter & Event Planner	Page 4 of 14
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REQUEST FOR PROPOSAL FOR PERSONAL SERVICES CONTRACT

Kentucky Department of Agriculture Office of Agriculture Marketing and Product Promotion
Kentucky Proud™ photographer/writer and event planner
Request for Proposal

This document constitutes a Request for Proposals for Personal Service Contract from qualified individuals and organizations to furnish those services as described herein for the Commonwealth of Kentucky, Kentucky Department of Agriculture, Office of Agriculture Marketing and Product Promotion (KDA).

I. DESCRIPTION OF SERVICES REQUIRED

The Kentucky Department of Agriculture administers and is responsible for Kentucky Proud™; the agency's trademarked marketing effort that is dedicated to increasing net income for Kentucky's estimated 80,000 farm families.

The KDA seeks expertise that will help retailers tell the story of Kentucky Proud™ farm families and their products related to consumer sales. These needs include farm family photos and stories that will enhance consumer sales. In addition, the KDA seeks an event planner that can lead and coordinate the logistics related to training and preparing Kentucky Proud™ members for retail sales and for food shows, festivals or events leading to increased sales.

The expert is directly accountable to the KDA involving contacts, action plans, project priorities, deadlines and billing.

The RFP seeks your quote on fees for services. The KDA anticipates awarding multiple contracts if there are multiple qualified competitors responding to this RFP. In addition, KDA will consider competitors even if their proposal is confined to a specific geographic region of Kentucky. An award(s) will be made in each category of photographer/writer and event planner. The bidder can compete for one or both. Evaluation criteria are the same for both.

Bidders shall specify their hourly fee for services and include the fees and expectations of other employees or subcontractors. Mileage will follow the same rates as set for state government employees, currently 45 cents per mile. Overnight lodging is rarely required but will be reimbursed according to state guidelines, with preference to state parks. Following the same guidelines as for state employees, no meal expenses shall be paid for same-day travel. Per diem meal expenses for overnight stays will match state travel guidelines.

The KDA has been granted \$100,000 by the Agricultural Development Board to fund "retail liaison" services. The KDA has issued a separate RFP for a retail and producer liaison. This RFP is for related photography and writing services required by retailers for advertising and point-of-purchase materials that promo the family farm connection to specific Kentucky Proud™ products. The event planner will coordinate events that prepare and train Kentucky Proud™ members to be "retail ready" and for food shows intended to increase sales.

The contract for these services will be from the date of execution (on or around August 1, 2008) to Dec. 31, 2008. The contract may be extend through June 30, 2011 upon additional funding of the program.

0800001430	Document Phase Final	Document Description Kentucky Proud Photographer/Writer & Event Planner	Page 5 of 14
------------	--------------------------------	--	-------------------------

1. Kentucky Proud™ photographer/writer: There are multiple needs at retail for photos and stories of the farm families and products represented by Kentucky Proud™. This expert will have proven expertise in photography and writing. They will be needed to generate photos and text for use in advertising, point-of-sale graphics and materials, corporate buyer promotions, on the Web, and more. Their work will become the property of the KDA and will be offered to help farm families with their own brochure or promotional needs. The expert should specify their range of skills in all forms of advertising, marketing and promotions, including types of software, skills with the Web, printing services, and more. Layout and desktop publishing skills are an important plus for this bid. Product photos are needed to assist the retail and producer liaison in offering a catalog of Kentucky Proud™ products to retailers. Travel will be required to the featured farms.

2. Kentucky Proud™ event planner: Kentucky Proud™ has a variety of needs for an event planner that will select venues, notify participants, organize the program, coordinate and recommend display booth needs, and oversee all administrative details of hosting events. The events may include the following: training workshops to help producers prepare products for retail sale; contacting experts as presenters at events and coordinating event details and schedules; food expos hosted by major retailers or corporate buyers; community or charitable events that are seeking Kentucky Proud™ products; retail promotions that include special events or festivals. Some travel will be required.

II. INFORMATION AND DATA REQUIRED OF EACH OFFEROR

Offerors shall submit a signed proposal to: Roger Snell, Kentucky Department of Agriculture, Office of Agriculture Marketing and Product Promotion, 100 Fair Oaks Lane, 5th Floor, Frankfort, KY 40601 that includes the following information.

Please note that an authorized agent MUST complete and sign the Solicitation form. Failure to sign shall render the bid invalid.

1. Name, Social Security Number or Federal Identification Number (FEIN), address, and telephone number. Provide e-mail address and website address, if available.
2. Provide references (3). Include names and addresses of organizations and contacts who can verify your expertise, knowledge or experience.
3. Experience. Specify years of experience and describe those types of experiences that relate to this proposal.
4. Qualifications and expertise. Please write a narrative and specify clients, projects or assignments that directly relate to the needs of telling the farm story and of planning events. For proposals related to photography and writing, provide samples and publications where the work appeared. For event planner, please specify events and the extent of your involvement.
5. Additional information required. None.
6. **MANDATORY REQUIREMENTS**: You must have a valid driver's license and your own transportation due to the extent of travel. You must agree to represent all Kentucky Proud™ members in a fair and accessible manner and must make product representations influenced by retailer needs and requirements, a focus on products with direct Kentucky farm impact, and reasonable market practices related to price, food safety and distribution. You must be transparent in your dealings, including disclosure of brokerage agreements, commissions or any other representation of a competing brand or product. Failure to disclose may lead to withholding of payment for services and revocation of this contract.

0800001430	Document Phase Final	Document Description Kentucky Proud Photographer/Wr iter & Event Planner	Page 6 of 14
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7. Cost. You are bidding on fees for services; please cite your billable hourly rate. No quotes are needed for the following: Mileage, meals and lodging will be reimbursed in accordance with state employee per diem and mileage guidelines. Actual expenses for reasonable expenses directly related to the assignments or events will be considered if approved in advance and documented with original receipts.
8. Period of Performance.
This contract shall be effective upon filing with the Government Contract Review Committee.

III. RELATIVE IMPORTANCE OF PARTICULAR QUALIFICATIONS

After determining that a proposal includes all required information and data, the Agency will evaluate the proposal based on the following evaluation factors:

Agency to list evaluation factors and points assigned to each. Evaluation factors usually correspond with the information requested in Section II – Information and Data Required of Each Offeror.

1. References 10 pts.
2. Experience 10 pts.
3. Qualifications & Expertise 40 pts.
4. Cost 40 pts.

The evaluation will be conducted by a three-member KDA panel comprised of the executive director of the KDA's Office of Marketing and Product Promotion, his staff assistant who also administers the Kentucky Proud grant program, and the coordinator of Restaurant Rewards.

Agency reserves the right to conduct discussions with any offeror who has submitted a proposal to determine the offeror's qualifications for further consideration. Discussions shall not disclose any information derived from proposals submitted by other offerors.

After determining the best proposal received, the department reserves the right to negotiate a fair and reasonable compensation based on the pricing submitted in the offeror's proposal. If the negotiations fail to reach an agreement on a fair and reasonable compensation rate, the department reserves the right to proceed to the next highest rated proposal.

IV. GENERAL INFORMATION

Offerors are advised that any personal service contract resulting from this Request for Proposals for Personal Service Contract must comply with all applicable provisions of KRS 45A and KRS 12.210 prior to becoming effective.

The Commonwealth reserves the right to reject any offers and to waive informalities and minor irregularities in offers received.

The Commonwealth reserves the right to request additional information as may reasonably be required for selection, and to reject any proposals for failure to provide additional information on a timely basis.

A contract, based on this RFP, may or may not be awarded. Any contract award from this RFP is invalid until properly approved and executed by the Finance and Administration Cabinet.

0800001430	Document Phase Final	Document Description Kentucky Proud Photographer/Writer & Event Planner	Page 7 of 14
------------	--------------------------------	--	-------------------------

Notification of Award - To view the Award of Contract(s) and the Contractor(s) receiving the Award(s) for this Solicitation, access the **E-Procurement Directory** at <http://eprocurement.ky.gov>. The Award(s) information can be accessed by clicking on the View Awards link under the Procurement area located on the top of the center column of the E-Procurement Directory homepage. It is the vendor's responsibility to review this information in a timely fashion. No other notification of the results of an Award of Contract will be provided.

Questions regarding this RFP - Questions must be submitted in writing to Agency contact named in this RFP (Roger Snell, Kentucky Department of Agriculture, Office of Agriculture Marketing and Product Promotion, 100 Fair Oaks Lane, 5th Floor, Frankfort, KY 40601.) The Commonwealth will respond to salient questions in writing by issuing an Addendum to the Solicitation. The Addendum shall be posted to the Commonwealth's E-Procurement page.

Access to Solicitation, RFP and Addenda - The Solicitation, the RFP and Attachments and any Addenda shall be posted to the E-Procurement Directory at <http://eprocurement.ky.gov>

It is the vendors' responsibility to assure they have obtained copies of all information and forms.

Proprietary Information – The RFP specifies the format, required information, and general content of proposals submitted in response to the RFP. The KDA shall not disclose any portions of the proposals prior to contract award to anyone outside the KDA, the Finance and Administration Cabinet, representatives of the Federal Government, if required, and the members of the evaluation committees. After a contract is awarded in whole or in part, the KDA shall have the right to duplicate, use, or disclose all proposal data submitted by Vendors in response to this RFP as a matter of public record. Although the Commonwealth recognizes the Vendor's possible interest in preserving selected data which may be part of a proposal, the Commonwealth must treat such information as provided by the Kentucky Open Records Act, KRS 61.870 et sequitur.

Informational areas which normally might be considered proprietary shall be limited to individual personnel data, customer references, selected financial data, formulae, and financial audits which, if disclosed, would permit an unfair advantage to competitors. If a proposal contains information in these areas that a Vendor declares proprietary in nature and not available for public disclosure, the Vendor shall declare the inclusion of proprietary information and shall noticeably label as proprietary each sheet containing such information. Proprietary information shall be submitted under separate sealed cover marked "Proprietary Data". Proposals containing information declared by the Vendor to be proprietary, either in whole or in part, outside the areas listed above may be deemed non-responsive to the RFP and may be rejected.

Additional Requirements – Vendors should review and comply with the general bidding requirements listed under "Laws, Policies and Procedures" and "Standard Attachments and General Terms" located on the eProcurement Web page at <https://eprocurement.ky.gov>.

Certification Regarding Debarment and Suspension

In accordance with Federal Acquisition Regulation 52.209-5, the Vendor shall certify, by signing the Solicitation, that to the best of its knowledge and belief, the Vendor and/or its Principals is (are) not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any State or Federal agency.

"Principals", for the purposes of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of subsidiary, division, or business segment, and similar positions).

0800001430	Document Phase Final	Document Description Kentucky Proud Photographer/Wr iter & Event Planner	Page 8 of 14
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Contract Components and Order of Precedence

The Commonwealth's acceptance of the Contractor's offer in response to the Solicitation, indicated by the issuance of a Contract Award, shall create a valid Contract between the Parties consisting of the following:

1. Any written Agreement between the Parties;
2. Any Addenda to the Solicitation;
3. The Solicitation and all attachments thereto.
4. PSC1 Personal Service Contract Clauses;
5. Any Best and Final Offer;
6. Any clarifications concerning the Contractor's proposal in response to the Solicitation;
7. The Contractor's proposal in response to the Solicitation.

In the event of any conflict between or among the provisions contained in the Contract, the order of precedence shall be as enumerated above.

V. RESPONSES

Proposals submitted in response to this Request for Proposals for a Personal Service Contract must be received in hardcopy form **no later than 4:00 p.m. Eastern Daylight Savings Time on Tuesday, July 8, 2008.** Proposals which arrive after this date and time shall not be considered for an award of contract, unless: a) no bids are received other than the late bid; and b) the need of an agency is determined to preclude the re-solicitation of bids; and c) the offer is evaluated and found to be in the best interest of the Commonwealth.

One (1) marked Original Proposal and (3) Copies shall be submitted to:

Roger Snell
Kentucky Department of Agriculture
Office of Agriculture Marketing and Product Promotion
100 Fair Oaks Lane, 5th Floor
Frankfort, KY 40601
502-564-4983
502-564-0303
roger.snell@ky.gov

VI. RESTRICTIONS ON COMMUNICATIONS

The Contract Contact named below shall be the sole point of contact throughout the procurement process. All communications, oral and written (regular mail, express mail, electronic mail, or fax), concerning this procurement shall be addressed to:

Roger Snell
Kentucky Department of Agriculture
Office of Agriculture Marketing and Product Promotion
100 Fair Oaks Lane, 5th Floor
Frankfort, KY 40601
502-564-4983

0800001430	Document Phase Final	Document Description Kentucky Proud Photographer/Writer & Event Planner	Page 9 of 14
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502-564-0303
roger.snell@ky.gov

From the issue date of this RFP until a Contractor(s) is selected and the selection is announced, Offerors are not allowed to communicate with any Commonwealth Staff concerning this RFP except:

- ✂ The Contract Contact cited in this RFP; or
- ✂ Via written questions submitted to the Contract Contact

For violation of this provision, the Commonwealth shall reserve the right to reject their proposal response.

ITEMS THAT SHALL BE SUBMITTED WITH YOUR BID

- 1. SIGNED SOLICITATION INCLUDING YOUR CORRECT ADDRESS, REMIT TO ADDRESS AND FEDERAL TAX IDENTIFICATION NUMBER.**
- 2. SIGNED ADDENDUMS (IF APPLICABLE)**
- 3. SIGNED AND NOTARIZED REQUIRED AFFIDAVIT FOR BIDDERS OR OFFERORS**

PSC1 Personal Service Contract Clauses

WHEREAS, THE KDA HAS CONCLUDED THAT EITHER STATE PERSONNEL ARE NOT AVAILABLE TO PERFORM SAID FUNCTION, OR IT WOULD NOT BE FEASIBLE TO UTILIZE STATE PERSONNEL TO PERFORM SAID FUNCTION; AND WHEREAS, THE SECOND PARTY IS AVAILABLE AND QUALIFIED TO PERFORM SUCH FUNCTION, AND WHEREAS, FOR THE HEREINBEFORE-STATED REASONS, THE KDA DESIRES TO AVAIL ITSELF OF THE SERVICES OF THE SECOND PARTY.

INVOICES FOR FEES

THE CONTRACTOR SHALL MAINTAIN SUPPORTING DOCUMENTS TO SUBSTANTIATE INVOICES AND SHALL FURNISH SAME IF REQUIRED BY STATE GOVERNMENT.

TRAVEL EXPENSES, IF AUTHORIZED

THE CONTRACTOR SHALL BE PAID FOR NO TRAVEL EXPENSES UNLESS AND EXCEPT AS SPECIFICALLY AUTHORIZED BY THE SPECIFICATIONS OF THE CONTRACT.

OTHER EXPENSES, IF AUTHORIZED HEREIN

THE CONTRACTOR SHALL BE REIMBURSED FOR NO OTHER EXPENSES OF ANY KIND, UNLESS AND EXCEPT AS SPECIFICALLY AUTHORIZED WITHIN THE SPECIFICATIONS OF THE CONTRACT.

IF THE REIMBURSEMENT OF SUCH EXPENSES IS AUTHORIZED, THE REIMBURSEMENT SHALL BE ONLY ON AN OUT-OF-POCKET BASIS. REQUEST FOR PAYMENT OF SAME SHALL BE PROCESSED UPON RECEIPT FROM THE CONTRACTOR OF VALID, ITEMIZED STATEMENTS SUBMITTED PERIODICALLY FOR PAYMENT AT THE TIME ANY FEES ARE DUE. THE CONTRACTOR SHALL MAINTAIN SUPPORTING DOCUMENTS THAT SUBSTANTIATE EVERY CLAIM FOR EXPENSES AND SHALL FURNISH SAME IF REQUESTED BY STATE GOVERNMENT.

0800001430	Document Phase Final	Document Description Kentucky Proud Photographer/Wr iter & Event Planner	Page 10 of 14
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I. INVOICING FOR FEE: THE CONTRACTOR'S FEE SHALL BE ORIGINAL INVOICE(S) AND SHALL BE DOCUMENTED BY THE CONTRACTOR. THE INVOICE(S) MUST CONFORM TO THE METHOD DESCRIBED IN THE SPECIFICATIONS OF THE CONTRACT.

II. INVOICING FOR TRAVEL EXPENSES: THE CONTRACTOR MUST FOLLOW INSTRUCTIONS DESCRIBED IN THE SPECIFICATIONS OF THE CONTRACT. EITHER ORIGINAL OR CERTIFIED COPIES OF RECEIPTS MUST BE SUBMITTED FOR AIRLINE TICKETS, MOTEL BILLS, RESTAURANT CHARGES, RENTAL CAR CHARGES, AND ANY OTHER MISCELLANEOUS EXPENSES.

III. INVOICING FOR MISCELLANEOUS EXPENSES: THE CONTRACTOR MUST FOLLOW INSTRUCTIONS PRESCRIBED IN THE SPECIFICATIONS OF THE CONTRACT. EXPENSES SUBMITTED SHALL BE DOCUMENTED BY ORIGINAL OR CERTIFIED COPIES.

EFFECTIVE DATE

THIS AGREEMENT IS NOT EFFECTIVE UNTIL THE SECRETARY OF THE FINANCE AND ADMINISTRATION CABINET OR HIS AUTHORIZED DESIGNEE HAS APPROVED THE CONTRACT AND UNTIL THE CONTRACT HAS BEEN SUBMITTED TO THE GOVERNMENT CONTRACT REVIEW COMMITTEE.

PAYMENTS ON PERSONAL SERVICE CONTRACTS AND MEMORANDUA OF AGREEMENT SHALL NOT BE AUTHORIZED FOR SERVICES RENDERED AFTER GOVERNMENT CONTRACT REVIEW COMMITTEE DISAPPROVAL, UNLESS THE DECISION OF THE COMMITTEE IS OVERRIDDEN BY THE SECRETARY OF THE FINANCE AND ADMINISTRATION CABINET OR AGENCY HEAD, IF THE AGENCY HAS BEEN GRANTED DELEGATION AUTHORITY BY THE SECRETARY.

SOCIAL SECURITY (Check One)

_____ THE PARTIES ARE COGNIZANT THAT THE STATE IS NOT LIABLE FOR SOCIAL SECURITY CONTRIBUTIONS PURSUANT TO 42 U.S. CODE, SECTION 418, RELATIVE TO THE COMPENSATION OF THE SECOND PARTY FOR THIS CONTRACT.

_____ THE PARTIES ARE COGNIZANT THAT THE STATE IS LIABLE FOR SOCIAL SECURITY CONTRIBUTIONS PURSUANT TO 42 U.S. CODE, SECTION 418, RELATIVE TO THE COMPENSATION OF THE SECOND PARTY FOR THIS CONTRACT.

CANCELLATION

THE STATE AGENCY SHALL HAVE THE RIGHT TO TERMINATE AND CANCEL THIS AGREEMENT AT ANY TIME NOT TO EXCEED THIRTY (30) DAYS' WRITTEN NOTICE SERVED ON THE CONTRACTOR BY REGISTERED OR CERTIFIED MAIL.

PURCHASING AND SPECIFICATIONS

THE CONTRACTOR CERTIFIES THAT HE WILL NOT ATTEMPT IN ANY MANNER TO INFLUENCE ANY SPECIFICATIONS TO BE RESTRICTIVE IN ANY WAY OR RESPECT NOR WILL HE ATTEMPT IN ANY WAY TO INFLUENCE ANY PURCHASING OF SERVICES, COMMODITIES OR EQUIPMENT BY THE COMMONWEALTH OF KENTUCKY. FOR THE PURPOSE OF THIS PARAGRAPH AND THE FOLLOWING PARAGRAPH THAT PERTAINS TO CONFLICT-OF INTEREST LAWS AND PRINCIPLES, "HE" IS CONSTRUED TO MEAN "THEY" IF MORE THAN ONE PERSON IS INVOLVED AND IF A FIRM, PARTNERSHIP, CORPORATION, OR OTHER ORGANIZATION IS INVOLVED, THEN "HE" IS CONSTRUED TO MEAN ANY PERSON WITH AN INTEREST THEREIN.

0800001430	Document Phase Final	Document Description Kentucky Proud Photographer/Writer & Event Planner	Page 11 of 14
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CONFLICT-OF-INTEREST LAWS AND PRINCIPLES

THE CONTRACTOR CERTIFIES THAT HE IS LEGALLY ENTITLED TO ENTER INTO THIS CONTRACT WITH THE COMMONWEALTH OF KENTUCKY, AND BY HOLDING AND PERFORMING THIS CONTRACT WILL NOT BE VIOLATING EITHER ANY CONFLICT OF INTEREST STATUTE (KRS45A.330-45A.340, 45A.990, 164,390), OR KRS 11A.040 OF THE EXECUTIVE BRANCH CODE OF ETHICS, RELATING TO THE EMPLOYMENT OF FORMER PUBLIC SERVANTS.

CHOICE OF LAW AND FORUM

ALL QUESTIONS AS TO THE EXECUTION, VALIDITY, INTERPRETATION, CONSTRUCTION AND PERFORMANCE OF THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE COMMONWEALTH OF KENTUCKY. FURTHERMORE, THE PARTIES HERETO AGREE THAT ANY LEGAL ACTION WHICH IS BROUGHT ON THE BASIS OF THIS AGREEMENT SHALL BE FILED IN THE FRANKLIN COUNTY CIRCUIT COURT OF THE COMMONWEALTH OF KENTUCKY.

DISCRIMINATION

(BECAUSE OF RACE, RELIGION, COLOR, NATIONAL ORIGIN, SEX, AGE, OR DISABILITY) PROHIBITED. THIS SECTION APPLIES ONLY TO CONTRACTS UTILIZING FEDERAL FUNDS, IN WHOLE OR IN PART. DURING THE PERFORMANCE OF THIS CONTRACT, THE CONTRACTOR AGREES AS FOLLOWS:

1. THE CONTRACTOR WILL NOT DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT BECAUSE OF RACE, RELIGION, COLOR, NATIONAL ORIGIN, SEX OR AGE. THE CONTRACTOR FURTHER AGREES TO COMPLY WITH THE PROVISIONS OF THE AMERICANS WITH DISABILITIES ACT (ADA), PUBLIC LAW 101-336, AND APPLICABLE FEDERAL REGULATIONS RELATING THERETO PROHIBITING DISCRIMINATION AGAINST OTHERWISE QUALIFIED DISABLED INDIVIDUALS UNDER ANY PROGRAM OR ACTIVITY. THE CONTRACTOR AGREES TO PROVIDE, UPON REQUEST, NEEDED REASONABLE ACCOMODATIONS. THE CONTRACTOR WILL TAKE AFFIRMATIVE ACTION TO ENSURE THAT APPLICANTS ARE EMPLOYED AND THAT EMPLOYEES ARE TREATED DURING EMPLOYMENT WITHOUT REGARD TO THEIR RACE, RELIGION, COLOR, NATIONAL ORIGIN, SEX, AGE OR DISABILITY. SUCH ACTION SHALL INCLUDE, BUT NOT BE LIMITED TO THE FOLLOWING; EMPLOYMENT, UPGRADING, DEMOTION OR TRANSFER; RECRUITMENT OR RECRUITMENT ADVERTISING; LAYOFF OR TERMINATION; RATES OF PAY OR OTHER FORMS OF COMPENSATIONS; AND SELECTION FOR TRAINING, INCLUDING APPRENTICESHIP. THE CONTRACTOR AGREES TO POST IN CONSPICUOUS PLACES, AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT, NOTICES SETTING FORTH THE PROVISIONS OF THIS NON-DISCRIMINATION CLAUSE.
2. THE CONTRACTOR WILL, IN ALL SOLICITATIONS OR ADVERTISEMENTS FOR EMPLOYEES PLACED BY OR ON BEHALF OF THE CONTRACTOR, STATE THAT ALL QUALIFIED APPLICANTS WILL RECEIVE CONSIDERATION FOR EMPLOYMENT WITHOUT REGARD TO RACE, RELIGION, COLOR, NATIONAL ORIGIN, SEX, AGE OR DISABILITY.
3. THE CONTRACTOR WILL SEND TO EACH LABOR UNION OR REPRESENTATIVE OF WORKERS WITH WHICH HE HAS A COLLECTIVE BARGAINING AGREEMENT OR OTHER CONTRACT OR UNDERSTANDING, A NOTICE ADVISING THE SAID LABOR UNION OR WORKERS' REPRESENTATIVE OF THE CONTRACTOR'S COMMITMENTS UNDER THIS SECTION, AND SHALL POST COPIES OF THE NOTICE IN CONSPICUOUS PLACES AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT. THE CONTRACTOR WILL TAKE SUCH ACTION WITH RESPECT TO ANY SUBCONTRACT OR PURCHASE ORDER AS THE ADMINISTERING AGENCY MAY DIRECT AS A MEANS

0800001430	Document Phase Final	Document Description Kentucky Proud Photographer/Wr iter & Event Planner	Page 12 of 14
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OF ENFORCING SUCH PROVISIONS, INCLUDING SANCTIONS FOR NONCOMPLIANCE.

4. THE CONTRACTOR WILL COMPLY WITH ALL PROVISIONS OF EXECUTIVE ORDER NO. 11246 OF SEPTEMBER 24, 1965 AS AMENDED, AND OF THE RULES, REGULATIONS AND RELEVANT ORDERS OF THE SECRETARY OF LABOR.

5. THE CONTRACTOR WILL FURNISH ALL INFORMATION AND REPORTS REQUIRED BY EXECUTIVE ORDER NO. 11246 OF SEPTEMBER 24, 1965, AS AMENDED, AND BY THE RULES, REGULATIONS AND ORDERS OF THE SECRETARY OF LABOR, OR PURSUANT THERETO, AND WILL PERMIT ACCESS TO HIS BOOKS, RECORDS AND ACCOUNTS BY THE ADMINISTERING AGENCY AND THE SECRETARY OF LABOR FOR PURPOSES OF INVESTIGATION TO ASCERTAIN COMPLIANCE WITH SUCH RULES, REGULATIONS AND ORDERS.

6. IN THE EVENT OF THE CONTRACTOR'S NONCOMPLIANCE WITH THE NONDISCRIMINATION CLAUSES OF THIS CONTRACT OR WITH ANY OF THE SAID RULES, REGULATIONS OR ORDERS, THIS CONTRACT MAY BE CANCELLED, TERMINATED OR SUSPENDED IN WHOLE OR IN PART AND THE CONTRACTOR MAY BE DECLARED INELIGIBLE FOR FURTHER GOVERNMENT CONTRACTS OR FEDERALLY-ASSISTED CONSTRUCTION CONTRACTS IN ACCORDANCE WITH PROCEDURES AUTHORIZED IN EXECUTIVE ORDER NO. 11246 OF SEPTEMBER 24, 1965, AS AMENDED, AND SUCH OTHER SANCTIONS MAY BE IMPOSED AND REMEDIES INVOKED AS PROVIDED IN OR AS OTHERWISE PROVIDED BY LAW.

7. THE CONTRACTOR WILL INCLUDE THE PROVISIONS OF PARAGRAPHS (1) THROUGH (7) OF SECTION 202 OF EXECUTIVE ORDER 11246 IN EVERY SUBCONTRACT OR PURCHASE ORDER UNLESS EXEMPTED BY RULES, REGULATIONS OR ORDERS OF THE SECRETARY OF LABOR, ISSUED PURSUANT TO SECTION 204 OF EXECUTIVE ORDER NO. 11246 OF SEPTEMBER 24, 1965, AS AMENDED, SO THAT SUCH PROVISIONS WILL BE BINDING UPON EACH SUBCONTRACTOR OR VENDOR. THE CONTRACTOR WILL TAKE SUCH ACTION WITH RESPECT TO ANY SUBCONTRACT OR PURCHASE ORDER AS THE ADMINISTERING AGENCY MAY DIRECT AS A MEANS OF ENFORCING SUCH PROVISIONS INCLUDING SANCTIONS FOR NONCOMPLIANCE; PROVIDED, HOWEVER, THAT IN THE EVENT A CONTRACTOR BECOMES INVOLVED IN, OR IS THREATENED WITH, LITIGATION WITH A SUBCONTRACTOR OR VENDOR AS A RESULT OF SUCH DIRECTION BY THE AGENCY, THE CONTRACTOR MAY REQUEST THE UNITED STATES TO ENTER INTO SUCH LITIGATION TO PROTECT THE INTERESTS OF THE UNITED STATES.

CAMPAIGN FINANCE

THE 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. THE CONTRACTOR FURTHER SWEARS UNDER THE PENALTY OF PERJURY, AS PROVIDED BY KRS 523.020, 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.

CERTIFICATION

THE STATE AGENCY CERTIFIES THAT IT IS IN COMPLIANCE WITH THE PROVISIONS OF KRS 45A.695. "ACCESS TO CONTRACTOR'S BOOKS, DOCUMENTS, PAPERS, RECORDS, OR OTHER EVIDENCE

0800001430	Document Phase Final	Document Description Kentucky Proud Photographer/Writer & Event Planner	Page 13 of 14
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DIRECTLY PERTINENT TO THE CONTRACT". THE CONTRACTOR, AS DEFINED IN KRS 45A.030 (9), AGREES THAT THE CONTRACTING AGENCY, THE FINANCE AND ADMINISTRATION CABINET, THE AUDITOR OF PUBLIC ACCOUNTS, AND THE LEGISLATIVE RESEARCH COMMISSION, OR THEIR DULY AUTHORIZED REPRESENTATIVES, SHALL HAVE ACCESS TO ANY BOOKS, DOCUMENTS, PAPERS, RECORDS, OR OTHER EVIDENCE, WHICH ARE DIRECTLY PERTINENT TO THIS CONTRACT FOR THE PURPOSE OF FINANCIAL AUDIT OR PROGRAM REVIEW. FURTHERMORE, ANY BOOKS, DOCUMENTS, PAPERS, RECORDS, OR OTHER EVIDENCE PROVIDED TO THE CONTRACTING AGENCY, THE FINANCE AND ADMINISTRATION CABINET, THE AUDITOR OF PUBLIC ACCOUNTS, OR THE LEGISLATIVE RESEARCH COMMISSION WHICH ARE DIRECTLY PERTINENT TO THE CONTRACT SHALL BE SUBJECT TO PUBLIC DISCLOSURE REGARDLESS OF THE PROPRIETARY NATURE OF THE INFORMATION, UNLESS SPECIFIC INFORMATION IS IDENTIFIED AND EXEMPTED AND AGREED TO BY THE SECRETARY OF THE FINANCE AND ADMINISTRATION CABINET AS MEETING THE PROVISIONS OF KRS 61.878(1)(C) PRIOR TO THE EXECUTION OF THE CONTRACT. THE SECRETARY OF THE FINANCE AND ADMINISTRATION CABINET SHALL NOT RESTRICT THE PUBLIC RELEASE OF ANY INFORMATION WHICH WOULD OTHERWISE BE SUBJECT TO PUBLIC RELEASE IF A STATE GOVERNMENT AGENCY WAS PROVIDING THE SERVICES.

VIOLATION OF TAX AND EMPLOYMENT LAWS

KRS 45A.485 REQUIRES THE CONTRACTOR TO REVEAL TO THE COMMONWEALTH, PRIOR TO THE AWARD OF A CONTRACT, ANY FINAL DETERMINATION OF A VIOLATION BY THE CONTRACTOR WITHIN THE PREVIOUS FIVE (5) YEAR PERIOD OF THE PROVISIONS OF KRS CHAPTERS 136, 139, 141, 337, 338, 341, AND 342. THESE STATUTES RELATE TO THE STATE SALES AND USE TAX, CORPORATE AND UTILITY TAX, INCOME TAX, WAGES AND HOURS LAWS, OCCUPATIONAL SAFETY AND HEALTH LAWS, UNEMPLOYMENT INSURANCE LAWS, AND WORKERS COMPENSATION INSURANCE LAWS, RESPECTIVELY.

TO COMPLY WITH THE PROVISIONS OF KRS 45A.485, THE CONTRACTOR SHALL REPORT ANY SUCH FINAL DETERMINATION(S) OF VIOLATION(S) TO THE COMMONWEALTH BY PROVIDING THE FOLLOWING INFORMATION REGARDING THE FINAL DETERMINATION(S): THE KRS VIOLATED, THE DATE OF THE FINAL DETERMINATION, AND THE STATE AGENCY WHICH ISSUED THE FINAL DETERMINATION.

KRS 45A.485 ALSO PROVIDES THAT, FOR THE DURATION OF ANY CONTRACT, THE CONTRACTOR SHALL BE IN CONTINUOUS COMPLIANCE WITH THE PROVISIONS OF THOSE STATUTES WHICH APPLY TO THE CONTRACTOR'S OPERATIONS, AND THAT THE CONTRACTOR'S FAILURE TO REVEAL A FINAL DETERMINATION AS DESCRIBED ABOVE OR FAILURE TO COMPLY WITH THE ABOVE STATUTES FOR THE DURATION OF THE CONTRACT, SHALL BE GROUNDS FOR THE COMMONWEALTH'S CANCELLATION OF THE CONTRACT AND THE CONTRACTOR'S DISQUALIFICATION FROM ELIGIBILITY FOR FUTURE STATE CONTRACTS FOR A PERIOD OF TWO (2) YEARS.

Contractor must check one:

_____ THE CONTRACTOR HAS NOT VIOLATED ANY OF THE PROVISIONS OF THE ABOVE STATUTES WITHIN THE PREVIOUS FIVE (5) YEAR PERIOD.

_____ THE CONTRACTOR HAS VIOLATED THE PROVISIONS OF ONE OR MORE OF THE ABOVE STATUTES WITHIN THE PREVIOUS FIVE (5) YEAR PERIOD AND HAS REVEALED SUCH FINAL DETERMINATION(S) OF VIOLATION(S). A LIST OF SUCH DETERMINATION(S) IS ATTACHED.

0800001430	Document Phase Final	Document Description Kentucky Proud Photographer/Writer & Event Planner	Page 14 of 14
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Solicitation #: _____

REQUIRED AFFIDAVIT FOR BIDDERS OR OFFERORS

A. In accordance with the provisions of KRS 45A.110 and KRS 45A.115, each bidder or offeror shall swear or affirm under penalty of perjury that:

(1) neither the bidder or offeror as defined in KRS 45A.070(6), nor the entity which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth of Kentucky, and

(2) the award of a contract to the bidder or offeror or the entity which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

B. I hereby swear and affirm under penalty of perjury that the entity bidding is properly authorized under the laws of the Commonwealth of Kentucky to conduct business in this state; is duly registered with the Kentucky Secretary of State to the extent required by Kentucky law; and will remain in good standing to do business in the Commonwealth of Kentucky for the duration of any contract awarded.

C. I hereby swear and affirm under penalty of perjury that the entity bidding, and all subcontractors therein, are aware of the requirements and penalties outlined in KRS 45A.485; have properly disclosed all information required by this statute; and will continue to comply with such requirements for the duration of any contract awarded.

D. I hereby swear and affirm under penalty of perjury that the entity bidding is not delinquent on any state taxes or fees owed to the Commonwealth of Kentucky and will remain in good standing for the duration of any contract awarded.

I have fully informed myself regarding the accuracy of the statements made above.

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: _____