



Commonwealth of Kentucky CONTRACT

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Document Description: Kentucky Educational Development Corporation GEAR UP KY 4.0

Cited Authority: FAP111-44-00NP
Memorandum of Agreement - Non Profit 501 (c) 3

Reason for Modification:

Issuer Contact:Name: Ashley Smither
Phone: 502-892-3059
E-mail: Ashley.Smither@ky.gov**Vendor Name:**KENTUCKY EDUCATIONAL DEVELOPMENT
CORPORATION

904 W ROSE RD

ASHLAND KY 41102

Vendor No.

KY0022238

Vendor ContactName: NO CONTACT IDENTIFIED
Phone: 606-928-0205
Email:**Effective From:** 10/01/2022**Effective To:** 09/30/2023

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
3		0.00000		KEDC GEAR UP KY 4.0	\$0.000000	\$96,795.00	\$96,795.00

Extended Description:

The Council on Postsecondary Education (CPE) and GEAR UP are issuing this agreement with Kentucky Educational Development Corporation (KEDC)

Contractor will partner with GEAR UP Kentucky to provide the following services: development of a postsecondary education transition course, including creation of content, website development, staff training and project management; coordination and facilitation of a peer coaching program; and development and delivery of a virtual family engagement event.

Effective from: October 1, 2022
Effective to: September 30, 2023

KEDC shall submit invoice to CPEAccounting@ky.gov and to the GEAR UP Contact listed in the Terms.

Shipping Information:	Billing Information:
Council on Postsecondary Education 100 Airport Road, 3rd Floor	Council on Postsecondary Education 100 Airport Road, 3rd Floor

Frankfort	KY	40601	Frankfort	KY	40601
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TOTAL CONTRACT AMOUNT:	\$96,795.00
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MEMORANDUM AGREEMENT
between
KENTUCKY COUNCIL ON POSTSECONDARY EDUCATION
and
Kentucky Educational Development Corporation (KEDC)

This Memorandum of Agreement is made and entered into by and between the Kentucky Council on Postsecondary Education and Kentucky Educational Development Corporation (Contractor).

WHEREAS, the Council is the recipient of a federal grant from the US Department of Education, Award Number P334S180011, which was issued on October 1, 2018;

WHEREAS, this grant is intended to increase the college going rate of low income students in alignment with its "Every Student Prepared for Postsecondary Success" vision, GEAR UP Kentucky (GUK) services for students and families are designed to support four research-based strategies: 1) essential skills and college transition curricula; 2) advising and assessments; 3) campus experiences; and 4) leadership development;

WHEREAS, the delivery of high school curriculum is identified as an activity under *Absolute Priority, Category 4, Fostering Knowledge and Promoting Development of Thoughtful, Informed, and Productive Individuals and Citizens* in the federally funded GEAR UP Kentucky grant proposal;

WHEREAS, Contractor agrees to subcontract for the following services: development of a postsecondary education transition course, including creation of content, website development, staff training and project management; coordination and facilitation of a peer coaching program; and development and delivery of a virtual family engagement event;

WHEREAS, Contractor has staff and services critical to the development of the GEAR UP program;

NOW, THEREFORE, the parties hereto mutually agree as follows:

I. SCOPE OF SERVICES

- A. During year five of GEAR UP Kentucky's grant cycle, KEDC will subcontract to develop a postsecondary education transition course for 11th graders, along with revision of and updates to the previously-established 9th, 10th, and 12th grade courses. KEDC will also subcontract to develop and facilitate a peer coaching program for college freshmen and high school students, along with coach training and ongoing support; and design and deliver a statewide virtual family engagement event.

These services will result in a fully accessible website with complete high school curriculum content, companion instructor materials and staff training, a postsecondary peer coaching curriculum, and a family engagement event.

- B. Effective Dates

Contract Period: 10/01/2022-09/30/2023

- C. Communication

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All notices, requests, demands, waivers, and other communications given as provided in this Agreement shall be in writing and shall be addressed as follows:

1. Notification to the GEAR UP program shall be provided to:

Laura Negron, Associate Director of Operations and Development
 GEAR UP Kentucky
 100 Airport Road, 2nd Floor
 Frankfort, KY 40601
 502-319-3766
 Laura.Negron@ky.gov

2. Notification to the Contractor shall be provided to:

Tammy Vonderheide, Chief Financial Officer
 Kentucky Educational Development Corporation
 904 Rose Road
 Ashland KY 41102
 606-928-0205
 Tammy.Vonderheide@kedc.org

II. PAYMENT

- A. Contractor shall submit quarterly invoices received from subcontractors for GEAR UP Kentucky to confirm work has been completed prior to issuing payment.
- B. Invoices from contractor shall be itemized to reflect services provided within the terms of contract. Invoice shall include a brief description of work completed and detail of amounts paid.
- C. Contractor shall include an 8% service charge for the administration of these services on each quarterly invoice.
- D. Contractor shall solicit match documentation from subcontractors and submit a Partner Identification Form and Cost Share Worksheet prior to the end of the contract to document match from subcontractors.
- E. The expenses under this Agreement shall not exceed \$96,795.

III. REPORTING REQUIREMENTS

The Contractor will include with quarterly invoices a year-to-date report detailing work completed by subcontractors and work and cost balance remaining.

Reports should be sent to the GEAR UP contact provided in Section I.

IV. MATCHING CONTRIBUTION REQUIREMENTS

Matching contributions shall be provided by Contractor from non-federal funds. Match must be provided from non-federal funds only and may be provided through in-kind services or materials, cash contributions, or a combination of these. To provide federally-required documentation of matching contributions, Contractor will collect signed Partner Identification Form and Cost Share Worksheet from subcontractors and compile into a single Partner Identification Form and Cost Share Worksheet submitted with the final invoice for payment.

V. GEAR UP Terms and Conditions

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A. Matching Contributions – If Applicable

Section 404F (694.7) of the Higher Education Act, which regulates the GEAR UP program, requires state grant recipients such as the Council on Postsecondary Education to provide a dollar-for-dollar match (at least 50 percent of the total cost of a GEAR UP project must be paid with State, local, institutional or private funds). Match must be provided by the grantee (the Council) throughout the duration of the project and therefore the Council requires all partners to document cost share and submit match reports (when applicable).

Negotiating a scope of work that includes matching contributions or in-kind services, materials or cash is critical to the documentation process and must attest to the exclusive benefit of such contributions solely for the GEAR UP program. All GUK partners must collect, secure and make available if requested, the documentation that supports any matching contributions reported.

B. Audit

Contractor agrees to adhere to the audit requirements as required by uniform Guidance 2 CFR 200.512. A copy of the Contractor's annual audit if required by 2 CFR 200.512 shall be submitted to the Council no later than nine (9) months after the end of the Contractor's fiscal year.

C. Confidentiality

In the event this Agreement results in an exchange of confidential information written or verbal, the Contractor shall maintain said confidentiality unless such nondisclosure of information would constitute a violation of law, except as approved and authorized by a parent or guardian of the student, or as otherwise provided by law in accordance with the provisions of the Privacy Act 1974 (Public Law 93-579), 5 USC § 552a and 20 USC § 12329, et. seq. Fiscal agents of the Council shall require each employee working in the program (whether paid from federal or non-federal funds) to complete the statement of confidentiality.

D. Media Release

The Council retains oversight for all media releases related to the GEAR UP Kentucky project. All media releases must be approved prior to distribution. All requests for approval for media messages must be submitted to the GUK Director of for Operations and Partnership for written approval.

E. Copyright

The Federal Government, the Council and GEAR UP Kentucky shall retain exclusive ownership of any and all intellectual property and work products first produced under this Agreement. The Federal Government through the Council and GEAR UP Kentucky has the right to:

- a) Obtain, reproduce, or otherwise use the data first produced under this Agreement; and
- b) Authorize others to receive, reproduce, publish or otherwise use such data for Federal purposes.

F. Rights to re-purpose

The right to re-purpose, re-distribute or otherwise make use of any intellectual property first produced under this Agreement, for purposes beyond the scope of this Agreement, may be granted by GEAR UP Kentucky, upon request and with written permission.

G. Branding

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Any products first produced under this contractor shall carry only the branding (logo, graphic elements, look and feel, etc.) of GEAR UP Kentucky or the Council. In instances where intellectual property is already owned by the contractor or developer, the Council and GEAR UP Kentucky may request that GEAR UP Kentucky's branding be placed in a prominent location on the products to be distributed under this Agreement.

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**MOA/PSC Exception Standard Terms and Conditions
Revised July 2021**

Whereas, the first party, the state agency, 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, the Contractor, is available and qualified to perform such function; and **Whereas**, for the abovementioned reasons, the state agency desires to avail itself of the services of the second party;

NOW THEREFORE, the following terms and conditions are applicable to this contract:

1.00 Effective Date:

This contract 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 Legislative Research Commission, Government Contract Review Committee ("LRC"). However, in accordance with KRS 45A.700, contracts in aggregate amounts of \$10,000 or less are exempt from review by the committee and need only be filed with the committee within 30 days of their effective date for informational purposes.

KRS 45A.695(7) provides that payments on personal service contracts and memoranda 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.

2.00 LRC Policies:

This section does not apply to governmental or quasi-governmental entities.

Pursuant to KRS 45A.725, LRC has established policies which govern rates payable for certain professional services. These are located on the LRC webpage (<http://www.lrc.ky.gov/Statcomm/Contracts/homepage.htm>) and would impact any contract established under KRS 45A.690 et seq., where applicable.

3.00 Choice of Law and Forum:

This section does not apply to governmental or quasi-governmental entities.

This contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. Any action brought against the Commonwealth on the contract, including but not limited to actions either for breach of contract or for enforcement of the contract, shall be brought in Franklin Circuit Court, Franklin County, Kentucky in accordance with KRS 45A.245.

4.00 EEO Requirements

This section does not apply to governmental or quasi-governmental entities.

The Equal Employment Opportunity Act of 1978 applies to All State government projects with an estimated value exceeding \$500,000. The contractor shall comply with all terms and conditions of the Act.

5.00 Cancellation:

Both parties shall have the right to terminate and cancel this contract at any time not to exceed thirty (30) days' written notice served on the Contractor by registered or certified mail.

6.00 Funding Out Provision:

The state agency may terminate this contract if funds are not appropriated to the contracting agency or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the contract. The state agency shall provide the Contractor thirty (30) calendar days' written notice of termination of the contract due to lack of available funding.

7.00 Reduction in Contract Worker Hours:

The Kentucky General Assembly may allow for a reduction in contract worker hours in conjunction with a budget balancing measure for some professional and non-professional service contracts. If under such authority the agency is required by Executive Order or otherwise to reduce contract hours, the agreement

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will be reduced by the amount specified in that document. If the contract funding is reduced, then the scope of work related to the contract may also be reduced commensurate with the reduction in funding. This reduction of the scope shall be agreeable to both parties and shall not be considered a breach of contract.

8.00 Authorized to do Business in Kentucky:

This section does not apply to governmental or quasi-governmental entities.

The Contractor affirms that it is properly authorized under the laws of the Commonwealth of Kentucky to conduct business in this state and will remain in good standing to do business in the Commonwealth of Kentucky for the duration of any contract awarded.

The Contractor shall maintain certification of authority to conduct business in the Commonwealth of Kentucky during the term of this contract. Such registration is obtained from the Secretary of State, who will also provide the certification thereof.

Registration with the Secretary of State by a Foreign Entity:

Pursuant to KRS 45A.480(1)(b), an agency, department, office, or political subdivision of the Commonwealth of Kentucky shall not award a state contract to a person that is a foreign entity required by KRS 14A.9-010 to obtain a certificate of authority to transact business in the Commonwealth ("certificate") from the Secretary of State under KRS 14A.9-030 unless the person produces the certificate within fourteen (14) days of the bid or proposal opening. Therefore, foreign entities should submit a copy of their certificate with their solicitation response. If the foreign entity is not required to obtain a certificate as provided in KRS 14A.9-010, the foreign entity should identify the applicable exception in its solicitation response. Foreign entity is defined within KRS 14A.1-070.

For all foreign entities required to obtain a certificate of authority to transact business in the Commonwealth, if a copy of the certificate is not received by the contracting agency within the time frame identified above, the foreign entity's solicitation response shall be deemed non-responsive or the awarded contract shall be cancelled.

Businesses can register with the Secretary of State at <https://onestop.ky.gov/Pages/default.aspx>

9.00 Invoices for fees:

This section does not apply to governmental or quasi-governmental entities.

The Contractor shall maintain supporting documents to substantiate invoices and shall furnish same if required by state government.

10.00 Travel expenses, if authorized:

This section does not apply to governmental or quasi-governmental entities.

The Contractor shall be paid for no travel expenses unless and except as specifically authorized by the specifications of this contract or authorized in advance and in writing by the Commonwealth. The Contractor shall maintain supporting documents that substantiate every claim for expenses and shall furnish same if requested by the Commonwealth.

11.00 Other expenses, if authorized herein:

This section does not apply to governmental or quasi-governmental entities.

The Contractor shall be reimbursed for no other expenses of any kind, unless and except as specifically authorized within the specifications of this contract or authorized in advance and in writing by the Commonwealth.

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 the Commonwealth.

12.00 Purchasing and specifications:

This section does not apply to governmental or quasi-governmental entities.

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The Contractor certifies that he/she will not attempt in any manner to influence any specifications to be restrictive in any way or respect nor will he/she 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/she" 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/she" is construed to mean any person with an interest therein.

13.00 Conflict-of-interest laws and principles:

This section does not apply to governmental or quasi-governmental entities.

The Contractor certifies that he/she is legally entitled to enter into this contract with the Commonwealth of Kentucky, and by holding and performing this contract, he/she will not be violating either any conflict of interest statute (KRS 45A.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.

14.00 Campaign finance:

This section does not apply to governmental or quasi-governmental entities.

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.

15.00 Access to Records:

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 directly pertinent to the contract." The Contractor, as defined in KRS 45A.030, 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 agreement for the purpose of financial audit or program review. The Contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the agreement and shall be exempt from disclosure as provided in KRS 61.878(1)(c).

16.00 Social security: (check one)

This section does not apply to governmental or quasi-governmental entities.

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.

17.00 Violation of tax and employment laws:

KRS 45A.485 requires the Contractor and all subcontractors performing work under the contract 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 corporate and utility tax, sales and use 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 and all subcontractors performing work under the contract shall report any such final determination(s) of violation(s) to the Commonwealth by

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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 and all subcontractors performing work under the contract shall be in continuous compliance with the provisions of those statutes, which apply to their operations, and that their 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 their 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). Attached is a list of such determination(s), which includes the KRS violated, the date of the final determination, and the state agency which issued the final determination.

18.00 Discrimination:

This section applies only to contracts disbursing federal funds, in whole or part, when the terms for receiving those funds mandate its inclusion. Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. During the performance of this contract, the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity 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 accommodations. 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, sexual orientation, gender identity, 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.

In all solicitations or advertisements for employees placed by or on behalf of the Contractor, the Contractor will state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.

The Contractor will send to each labor union or representative of workers with which he/she 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 of enforcing such provisions, including sanctions for noncompliance.

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.

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/her 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.

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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 that may be imposed and remedies invoked as provided in or as otherwise provided by law.

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.

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Authorizing Signatures

This agreement is subject to the terms and conditions stated herein. By affixing signatures below, the parties verify that they are authorized to enter into this agreement and that they accept and consent to be bound by the terms and conditions stated herein. In addition, the parties agree that (i) electronic approvals may serve as electronic signatures, and (ii) this agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

Council on Postsecondary Education (1st party)

 Aaron Thompson, President Date

Approved as to form and legality

 Travis Powell, General Counsel

2nd Party

Nancy S. Hutchinson

 Signature Date

Printed Name: Nancy Hutchinson
 Title: CEO

Approved as to form and legality (optional)

 Legal or General Counsel

ANNUAL AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS

Affidavit Effective Date: _____
Affidavit Expiration Date: _____
Maximum Length One-Year

REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS

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FOR BIDS AND CONTRACTS IN GENERAL:

- I. Each bidder or offeror swears and affirms under penalty of perjury, that to the best of their knowledge:
 - a. In accordance with KRS 45A.110 and KRS 45A.115, 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 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. The bidder or offeror swears and affirms under penalty of perjury that, to the extent required by Kentucky law, 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.
 - c. The bidder or offeror swears and affirms under penalty of perjury that, to the extent required by Kentucky law, the entity bidding, and its affiliates, are duly registered with the Kentucky Department of Revenue to collect and remit the sales and use tax imposed by KRS Chapter 139, and will remain registered for the duration of any contract awarded.
 - d. The bidder or offeror swears and affirms 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.
 - e. The bidder or offeror swears and affirms under penalty of perjury that the entity bidding, is not currently engaged in, and will not for the duration of the contract engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which Kentucky can enjoy open trade, as defined in KRS 45A.607.
 - f. The bidder or offeror swears and affirms that the entity bidding, and all subcontractors therein, have not violated any of the prohibitions set forth in KRS 11A.236 during the previous ten (10) years, and further pledge to abide by the restrictions set forth in such statute for the duration of the contract awarded.
 - g. The bidder or offeror swears and affirms that they have not procured an original, subsequent, or similar contract while employing an executive agency lobbyist who was convicted of a crime related to the original, subsequent, or similar contract within five (5) years of the conviction of the lobbyist.

FOR "NON-BID" CONTRACTS (I.E. SOLE-SOURCE; NOT-PRACTICAL OR FEASIBLE TO BID; OR EMERGENCY CONTRACTS, ETC):

- II. Each contractor further swears and affirms under penalty of perjury, that to the best of their knowledge:
 - a. In accordance with KRS 121.056, and if this is a non-bid contract, neither the contractor, nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of any contract awarded, have contributed more than the amount specified in KRS 121.150 to the campaign of the gubernatorial slate elected in the election last preceding the date of contract award.

ANNUAL AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS

REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS

- b. In accordance with KRS 121.330(1) and (2), and if this is a non-bid contract, neither the contractor, nor officers or employees of the contractor or any entity affiliated with the contractor, nor the spouses of officers or employees of the contractor or any entity affiliated with the contractor, have knowingly contributed more than \$5,000 in aggregate to the campaign of a candidate elected in the election last preceding the date of contract award that has jurisdiction over this contract award.
- c. In accordance with KRS 121.330(3) and (4), and if this is a non-bid contract, to the best of his/her knowledge, neither the contractor, nor any member of his/her immediate family, his/her employer, or his/her employees, or any entity affiliated with any of these entities or individuals, have directly solicited contributions in excess of \$30,000 in the aggregate for the campaign of a candidate elected in the election last preceding the date of contract award that has jurisdiction over this contract.

As a duly authorized representative for the bidder, offeror, or contractor, I have fully informed myself regarding the accuracy of all statements made in this affidavit, and acknowledge that the Commonwealth is reasonably relying upon these statements, in making a decision for contract award and any failure to accurately disclose such information may result in contract termination, repayment of funds and other available remedies under law. If the bidder, offeror, or contractor becomes non-compliant with any statements during the affidavit effective period, I will notify the Finance and Administration Cabinet, Office of Procurement Services immediately. I understand that the Commonwealth retains the right to request an updated affidavit at any time.

Nancy L. Hutchinson
 Signature
CEO
 Title

Nancy Hutchinson
 Printed Name
9/8/22
 Date

Company Name KEDC
 Address 904 Rose Road
Ashland, Ky 41102

Commonwealth of Kentucky Vendor Code (if known) KY0022238

Subscribed and sworn to before me by Nancy Hutchinson CEO
(Affiant) (Title)

of KEDC this 8th day of September, 2022
(Company Name)

Contessa D. Love
 Notary Public
 [seal of notary] My commission expires: 9/05/2026

