



# Commonwealth of Kentucky

## CONTRACT

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Document Description: KEDC Kentucky College and Career Advising Platform

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Memorandum of Agreement - Non Profit 501 (c) 3

Reason for Modification:

**Issuer Contact:**

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**Vendor Name:**  
KENTUCKY EDUCATIONAL DEVELOPMENT CORPORATION  
  
904 W ROSE RD  
  
ASHLAND KY 41102

**Vendor No.** KY0022238  
**Vendor Contact**  
Name: NO CONTACT IDENTIFIED  
Phone: 606-928-0205  
Email:

Effective From: 05/01/2023

Effective To: 06/30/2024

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
1		0.00000		Kentucky College and Career Advising Platform	\$0.000000	\$100,000.00	\$100,000.00

**Extended Description:**

The Kentucky Council on Postsecondary Education (CPE), Kentucky Department of Education (KDE), and Kentucky Educational Development Corporation (KEDC) are partnering to create a comprehensive college/career advising platform that can be utilized by K12, postsecondary, adult education, and employer partners. Technology Trust funds will be used to support the development of this platform.

KDE, in a separate agreement, will outline their responsibilities with KEDC. These agreements will facilitate a partnership to support KDE and CPE with technical assistance that demonstrates a commitment to help Kentucky students through transition points in education to the workforce. The platform will be designed as a "one-stop-shop" for all resources that support strong college and career advising systems and will link existing Kentucky tools and reports that promote the state's labor market and education data.

Funding: Technology Trust Funds/ESSER

Shipping Information:	Billing Information:
Council on Postsecondary Education 100 Airport Road, 3rd Floor  Frankfort KY 40601	Council on Postsecondary Education 100 Airport Road, 3rd Floor  Frankfort KY 40601

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**TOTAL CONTRACT AMOUNT:**

**\$100,000.00**

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**CONTRACTUAL AGREEMENT**  
**between**  
**KENTUCKY COUNCIL ON POSTSECONDARY EDUCATION**  
**and**  
**KENTUCKY EDUCATIONAL DEVELOPMENT CORPORATION**

This Memorandum of Agreement (MOA) is entered into, by and between the Commonwealth of Kentucky, Kentucky Council on Postsecondary Education (“the Commonwealth” or “CPE”) and Kentucky Educational Development Corporation (“the Contractor”) to establish an agreement for the development of the Kentucky College and Career Advising Platform. The initial MOA is effective from May 1, 2023 through June 30, 2024.

**I. Purpose and Background**

The Kentucky Council on Postsecondary Education (CPE), Kentucky Department of Education (KDE), and Kentucky Educational Development Corporation (KEDC) are partnering to create a comprehensive college/career advising platform that can be utilized by K12, postsecondary, adult education, and employer partners. Technology Trust funds will be used to support the development of this platform.

KDE, in a separate agreement, will outline their responsibilities with KEDC. These agreements will facilitate a partnership to support KDE and CPE with technical assistance that demonstrates a commitment to help Kentucky students through transition points in education to the workforce. The platform will be designed as a “one-stop-shop” for all resources that support strong college and career advising systems and will link existing Kentucky tools and reports that promote the state’s labor market and education data.

**II. Scope of Service**

In partnership with KEDC, KDE and CPE will facilitate the process to create a professional, customized, interactive college/career advising website that aligns with the vision with a focus on future developments in the job market for the user to access just-in-time data.

The Contractor shall:

1. Facilitate and manage a project related to the creation of a website. The Contractor shall work with CPE, KDE, and a technology vendor to ensure a website is created that meets requirements set forth by the CPE/KDE partnership. The Contract will facilitate the project utilizing the following workflow:
  - a. Strategy: research and preparation
  - b. Design: visual look and custom design elements
  - c. Build: vision into reality through content creation
  - d. Test: extensive beta testing on browsers and devices
  - e. Launch: moving to a live server

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f. Report: making revisions and content updates

2. The Contractor will work with CPE and KDE to ensure the technology vendor delivers a quality tested secure platform that includes at minimum:

- a. A login/reset for passwords
- b. Inclusion of data sets from KYSTATS
  - c. Information for the administrator that includes user management, survey builder, conditional logic, and content builder
  - d. Create a career explorer, the ability for the user to take a survey, view all content pages and explore the site.

3. The Contractor shall facilitate meeting with KDE and CPE every two weeks to discuss the following:

- a. Review the deliverables
- b. Discuss feature priorities
- c. Create a plan for future task completion

Any subcontract issued by the Contractor (KEDC) must be approved by KDE and CPE. Subcontractors must have staff and consultants with a deep expertise in the number of content areas spanning K-12, higher education, and workforce policy.

### **III. Objectives and Goals**

The Contract will work with CPE, KDE, and a technology vendor to ensure the completion of the website tool by the conclusion of the contract period. The Contractor will work with CPE and KDE to create, once the website has been made available for use, measurable goals that will be monitored, targeted training/awareness tool, and tools to help CPE and KDE monitor usage of the tool and extract impact data.

### **IV. Reporting Requirements**

Ongoing reporting and updates shall be recorded and made available after each meeting which will keep all stakeholders informed and updated of the progress.

### **V. Subcontractors**

Subcontractors will be considered acceptable for any contract awarded from this agreement.

Any subcontract issued by the Contractor (KEDC) must be approved by KDE and CPE. Subcontractors must have staff and consultants with a deep expertise in the number of content areas spanning K-12, higher education, and workforce policy.

### **VI. Project Budget**

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The Contractor shall work with CPE, KDE, and a technology vendor to ensure a website is created that meets requirements set forth by the CPE/KDE partnership. CPE and KDE have agreed to the following budgeted amounts assigned to each requirement, this represents the entire project, CPE will only be responsible for \$100,000 (\$92,593 direct project cost and \$7,407 indirect cost) of the total project cost including an 8% indirect cost.

The functionalities and complete project budget including portions of the project to be funded by CPE and KDE is as follows, KDE's responsibilities will be outlined in a separate agreement:

Login/Reset Password	Email as the username. Phone number also allowed. Hashed passwords.	\$5,490
KY Stats	12 Data Sets	\$21,960
User Management	Add/Edit/Delete all users in the system.	\$5,490
Survey Builder	Build out the set of surveys that Consumers will have access to that will help drive Content Pages	\$21,960
Conditional Logic	Add conditional logic to the survey builder to ask different questions based off of different answers and also route directly to content pages dependent upon answers to questions.	\$10,980
Content Builder	CMS like experience to build content pages. Will include a set amount of design templates. Support on the page for Images, Video, Text (via WYSIWYG) and links.	\$25,620
Analytics CSV Export	Massive data dump of site usage. Filter by date range.	\$3,660
Career Explorer	Custom built tool to figure out from the Consumer what career path forward makes the most sense. Exact design TBD.	\$14,640

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Take the Survey	Go through the surveys built in the Survey builder answering questions and working toward content pages.	\$18,300
View Content Pages	CMS like frontend experience to view the pages that were created.	\$7,320
Explore the site	Explore all the content pages outside of going through the survey. Discovery mode.	\$5,490
Content Creation and Survey Creation	Content creation will confirm, draft, and create relevant content to populate navigation pages; Survey creation will address creation of inquiry "surveys" for user match to criteria	\$20,130
Strategic design and approach	User-centered, strategic design approach to create navigation logic which informs content and survey creation and methods of inquiry, disaggregate inquiry versus research; guidance on structured inquiry and validation to facilitate navigation towards 'results'	\$32,940
TOTAL		\$193,980

## VII. Payment

The total expenses under this Agreement shall not exceed **\$100,000** (\$92,593 direct project cost and \$7,407 indirect cost).

Contractor shall submit detailed invoices to CPE monthly for services rendered and in accordance with the budget categories include in section VI of this agreement.

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Invoices shall include a description of work performed, hourly charges if applicable, and date of service. Payment receipts for all sub-contracts are required as a result of this agreement.

The Contractor shall charge an indirect cost to exceed 8%.

Final invoice is due to CPE by July 9, 2024.

CPE will issue payment within 30 working days of receipt of an undisputed invoice.

Expenses occurring prior to the contract effective date will not be paid.

Invoices shall be submitted to: [CPEAccounting@ky.gov](mailto:CPEAccounting@ky.gov).

### **VIII. Communication**

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

Notifications to CPE shall be provided to:

Amanda Ellis, Ed.D.  
Vice President, K12 Programs and Policies  
Council on Postsecondary Education  
[amanda.ellis@ky.gov](mailto:amanda.ellis@ky.gov)

Notification to the Contractor shall be provided to:

Tammy Vonderheide  
[tammy.vonderheide@kedc.org](mailto:tammy.vonderheide@kedc.org)

### **IX. Cancellation**

Either party may cancel this agreement with thirty (30) days written notice to the other party.

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**MOA/PSC Exception Standard Terms and Conditions  
Revised January 2023**

**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 (<https://apps.legislature.ky.gov/moreinfo/Contracts/homepage.html>) 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**

**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.

Any exceptions to this stipulation require an attachment or exhibit that explicitly addresses, and provides a basis for, payment of second party's social security contributions by the state, pursuant to 42 U.S. Code, section 418.

**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 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. Disclosure of any violations is required prior to the award of any state contract and throughout the duration the contract.

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Failure to disclose violations, shall be grounds for the Commonwealth's disqualification of a contractor or subcontractor from eligibility for future state contracts for a period of two (2) years.

To comply with KRS 45A.485, the Contractor and all subcontractors performing work under this contract shall report any such final determination(s) of any violation(s) within the previous five (5) years to the Commonwealth by providing a list of the following information regarding any violation(s): (1) specific KRS violated, (2) date of any final determination of a violation, and (3) state agency which issued the final determination.

A list of any disclosures made prior to award of a contract shall be attached to the contract. The Contractor affirms that it has not violated any of the provisions of the above statutes within the previous five (5) year period, aside from violations explicitly disclosed and attached to this contract. Contractor further affirms that it will (1) communicate the above KRS 45A.485 disclosure requirements to any subcontractors and (2) disclose any subcontractor violations it becomes aware of to the Commonwealth.

**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.

**19.00 Bidder, Offeror, or Contractor Mandatory Representations Compliance with Commonwealth Law**

The contractor represents that, pursuant to [KRS 45A.485](#), they and any subcontractor performing work under the contract will be in continuous compliance with the KRS chapters listed below and have revealed to the Commonwealth any violation determinations within the previous five (5) years:

- [KRS Chapter 136](#) (CORPORATION AND UTILITY TAXES)
- [KRS Chapter 139](#) (SALES AND USE TAXES)
- [KRS Chapter 141](#) (INCOME TAXES)
- [KRS Chapter 337](#) (WAGES AND HOURS)
- [KRS Chapter 338](#) (OCCUPATIONAL SAFETY AND HEALTH OF EMPLOYEES)
- [KRS Chapter 341](#) (UNEMPLOYMENT COMPENSATION)
- [KRS Chapter 342](#) (WORKERS' COMPENSATION)

**Boycott Provisions**

The contractor represents that, pursuant to [KRS 45A.607](#), they are 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. **Note:** The term Boycott does not include actions taken for bona fide business or economic reasons, or actions specifically required by federal or state law.

**Lobbying Prohibitions**

The contractor represents that they, and any subcontractor performing work under the contract, have not violated the agency restrictions contained in [KRS 11A.236](#) during the previous ten (10) years, and pledges to abide by the restrictions set forth in such statute for the duration of the contract awarded.

The contractor further represents that, pursuant to [KRS 45A.328](#), 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.

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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 (1<sup>st</sup> party)**

\_\_\_\_\_  
 Aaron Thompson, President                      Date

Approved as to form and legality

\_\_\_\_\_  
 Travis Powell, General Counsel

**Kentucky Education Development Corporation (KEDC) (2<sup>nd</sup> Party)**

Nancy Hutchinson      4/13/23  
 Signature                      Date

Printed Name: Nancy Hutchinson

Title: CEO

Approved as to form and legality (optional)

\_\_\_\_\_  
 Legal or General Counsel



**Required Affidavit for Bidders, Offerors  
and Contractors  
(KRS 45A.110 & 45A.115)**

**Affidavit Effective for One (1) Year from Date of Execution**

**Instructions:** Pursuant to [KRS 45A.110](#) and [45A.115](#), a bidder, offeror, or contractor ("Contractor") is required to submit a Required Affidavit for Bidders, Offerors, and Contractors to be awarded a contract, or for the renewal of a contract. An authorized representative of the contracting party must complete the attestation below, have the attestation notarized, and return the completed affidavit to the Commonwealth.

**Attestation**

As a duly authorized representative for the Contractor, I swear and affirm under penalty of perjury, that that the Contractor has not knowingly violated campaign finance laws of the Commonwealth of Kentucky and that the award of a contract will not violate any provision of the campaign finance laws of the Commonwealth. For purposes of this attestation, "Knowingly" means that the bidder or offeror is aware or should have been aware of the existence of a violation. The bidder or offer understands that the Commonwealth retains the right to request an updated affidavit at any time.

Nancy Hutchinson  
Signature

Nancy Hutchinson  
Printed Name

CEO  
Title

04/13/23  
Date

Bidder or Offeror Name: KEDC

Address: 904 Rose Road  
Ashland, Ky 41102

Commonwealth of Kentucky Vendor Code (If known): KY0022238

Subscribed and sworn to before me this 13<sup>th</sup> day of April, 2023.

State of: KY Notary: Tammy D. Vonderheide

County of: Greenup My Commission Expires: 09/05/26

**TAMMY D. VONDERHEIDE**  
Notary Public  
Commonwealth of Kentucky  
Commission Number KYNP56946  
My Commission Expires Sep 5, 2026