Request for Proposal
Grant Evaluator

Brescia University, Inc. is seeking proposals from external qualified firms for a grant evaluator with experience evaluating United States Department of Education grants.

The deadline for receipt of sealed proposals is December 1, 2015 at 4:00 p.m. (Central Standard Time). Sealed proposals must be received by this deadline at the following location:

Brescia University, Inc.
President’s Office – Administration Building 131
717 Frederica Street
Owensboro, Kentucky 42301

An electronic copy should also be submitted to the email address below.

Jayme Walters, MSW
Grant Writer/Special Assistant to the President
Jayme.walters@brescia.edu

Any proposal received after the date and time listed above will not be considered.

Questions pertaining to this request for proposals (RFP) should be communicated via email to the email address below and should include the specific firm’s name, contact information, and reference to the appropriate page and section of the RFP. Firms should allow 48 hours for a response.

Jayme Walters, MSW
Grant Writer/Special Assistant to the President
Jayme.walters@brescia.edu

A copy of this RFP is available on the Brescia University, Inc. website on the Human Resources page.

Rev. Larry Hostetter, S.T.D.
President
Brescia University
717 Frederica Street
Owensboro, KY 42301
## Table of Contents

<table>
<thead>
<tr>
<th>Section</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Section 1</td>
<td>Project Summary</td>
</tr>
<tr>
<td>Section 2</td>
<td>Scope of Work</td>
</tr>
<tr>
<td>Section 3</td>
<td>Proposal Preparation and Submittal</td>
</tr>
<tr>
<td>Section 4</td>
<td>Selection and Contract Award</td>
</tr>
<tr>
<td>Section 5</td>
<td>RFP Completion Checklist</td>
</tr>
<tr>
<td>Section 6</td>
<td>Proposal Form</td>
</tr>
<tr>
<td>Section 7</td>
<td>Agreement between Brescia University and [Consultant]</td>
</tr>
<tr>
<td>Attachment A</td>
<td>Fee Schedule</td>
</tr>
<tr>
<td>Attachment B</td>
<td>Insurance</td>
</tr>
<tr>
<td>Attachment C</td>
<td>Terms and Conditions</td>
</tr>
</tbody>
</table>
SECTION 1
PROJECT SUMMARY

1. Request for Proposal Summary

Brescia University, Inc. is seeking proposals from qualified firms for Grant Evaluator in accordance with the Scope of Work specified in this Request for Proposal (RFP). Brescia University is seeking a third-party evaluation contractor who possesses the skills, expertise, experience and resources to design and implement a robust evaluation plan for United States Department of Education grants. Brescia University was recently awarded a United States Department of Education (DOE) Strengthening Institution Program (SIP) grant. The SIP is a five-year award beginning October 1, 2015 and ending on September 30, 2020, with a total budget of $2,237,390 over the life of the grant. Our expectation is to remain with the same evaluator for the life of the grant, with contracts awarded on a yearly basis.

2. Entity Submitting RFP

The terms “vendor”, “proposer”, “offerer”, “firm”, “consultant”, “company” or “contractor” used in this RFP or any subsequent documents or communications related to this RFP are interchangeable and mean the entity submitting a proposal and seeking to enter into a contract for the goods and/or services requested in this RFP.

3. Description of Brescia University

Located in Owensboro, Kentucky, Brescia University is a Catholic, liberal arts institution founded in the Ursuline tradition of personal and social transformation through education. In 1925, the Ursuline Sisters of Mount Saint Joseph established Mount Saint Joseph Junior College for women on the grounds at Maple Mount. In 1950, responding to the demand for higher education opportunities provided by the GI Bill following World War II, the junior college was moved to Owensboro, renamed Brescia College, and soon became a four-year coeducational institution. In 1957, Brescia College was awarded its first full accreditation from the Southern Association of Colleges and Schools, which it has held continuously since that time. Brescia was granted university status in 1998.

Brescia offers both undergraduate and graduate degrees, providing three Master’s degrees, 37 Bachelor of Arts and Bachelor of Science degrees, a Bachelor of Social Work Degree, and seven Associate degrees as well as ten pre-professional programs and four post-baccalaureate certificate programs. Enrollment for fall 2014 was 1,056 with nearly 98 percent being undergraduate students. Approximately 73 percent of the student body is female, compared to 27 percent male, while 67 percent of all students are white, thirteen percent African-American, six percent Hispanic/Latino, one percent American Indian/Alaska Native, and thirteen percent unknown. There is a fourteen to one student to faculty ratio (IPEDS, 2015).
SECTION 2
SCOPE OF WORK

The External Evaluator will be required to review the approved SIP grant, amend evaluation design if needed, and implement evaluation plan for the two major objectives and 13 associated activities that will be completed over the five-year grant period.

The External Evaluator will ensure that there is alignment between project objectives, activities, and process/outcome measures; development of assessment measures if they are not in place; ongoing project planning with the Title III team to monitor progress of the grant; provide instruction on data collection, management, and entry; and assist in reporting, including interim reporting (such as with process measures) and annual reports.

Brescia will utilize mixed methodology to assess the Title III project activities in an effort to collect both comprehensive and insightful qualitative data, as well as systematic and steadfast quantitative data. In most instances, baseline data is available and will be collected from various offices within the Division of Enrollment and Division of Academic Affairs. However with new activities, baseline data is not available but will be collected in year one prior to the beginning of each activity, as directed by the External Evaluator.

Generally collected at the conclusion of a semester, year, or particular project stage, the formative data will be utilized to assess the activity implementation plan to determine if the methods and justification align with the projected and actual results. Further, the formative data will help predict for the Evaluation Team the ability of the institution to meet activity objectives on a semester or an annual basis and allow for changes and adjustments to be made prior to the summative assessments.

Summative data will measure the level of success achieved in relation to the activity objectives and overall major objective, which are correlated with GPRA standards. The activity objectives were designed to utilize either a standard or benchmark in order to determine end outcomes. The summative data will assist the institution in determine if institutionalization of the outlined activities should occur.

Drafts of all deliverables are to be delivered to Brescia University for review and comment one month prior to the due date. All deliverables will then be provided to the U.S. DOE for review and comment. Throughout the project, assigned Brescia University staff and faculty, specifically the Director of the Ursuline Center for Teaching and Learning who will be the Title III Project Director, will maintain regular communication with the External Evaluator, who will be required to submit quarterly reports on evaluation activities. Further, the External Evaluator should expect to attend a monthly meeting, in person or online system (i.e. Skype, Adobe Connect), to provide guidance and feedback to the Title III team.

Brescia University and the External Evaluator will adhere to the timeline summarized below.
### Timeline for Evaluation

<table>
<thead>
<tr>
<th><strong>Target Date</strong>*</th>
<th><strong>Task</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>December 2015</td>
<td>External Evaluator selected and contracted.</td>
</tr>
<tr>
<td>January 2016</td>
<td>Review SIP grant and engaged with Title III team</td>
</tr>
<tr>
<td>February 2016</td>
<td>Provide Title III team with draft of Evaluation plan.</td>
</tr>
<tr>
<td>March 2016</td>
<td>Provide Title III team with final Evaluation plan.</td>
</tr>
<tr>
<td>August 2016</td>
<td>Year 1 Report draft due.</td>
</tr>
<tr>
<td>August 2017</td>
<td>Year 2 Report draft due.</td>
</tr>
<tr>
<td>August 2018</td>
<td>Year 3 Report draft due.</td>
</tr>
<tr>
<td>August 2019</td>
<td>Year 4 Report draft due.</td>
</tr>
<tr>
<td>August 2020</td>
<td>Year 5 Report draft due.</td>
</tr>
</tbody>
</table>

*Exact dates to be determined by Title III Project Director*
PROPOSAL PREPARATION AND SUBMITTAL

Proposals must conform to all requirements stated below, and elsewhere in this RFP. Disregarding these requirements may result in disqualification of the proposal. Before submitting a proposal, each firm shall familiarize itself with the entire RFP, including Scope of Work, contract form and all laws, regulations and other factors affecting contract performance. The firm shall be responsible for fully understanding the requirements of a subsequent contract and otherwise satisfy itself as to the expense and difficulties accompanying the fulfillment of contract requirements. The submission of a proposal will constitute a representation of compliance by the firm. There will be no subsequent financial adjustment for lack of such familiarization.

All proposal materials must be placed in a sealed package (envelope, box, etc.) clearly marked with the proposal name and the firm’s name. A copy should also be emailed to the email address indicate on page 1 of this RFP. It is the responsibility of the firm to ensure that proposals are received in the Office of the President by the due date and time stated on page 1 of this RFP. The firm is responsible for delivery of their proposal by the deadline notwithstanding any claims of error or failure to perform by a mail, courier or package delivery service. No proposals or proposal modifications may be submitted orally or via telephone, facsimile, or telegraph.

All proposals must be typewritten on standard paper size (8½ x 11 inches) and shall be in the required format incorporating the forms provided in this RFP package, if any. It is permissible to copy these forms as required. The authorized person signing the proposal shall initial erasures, interlineations or other modifications on the proposal. The firm’s proposal should be organized in sections as outlined below:

1. **Cover Letter**
   All proposals must include a cover letter submitted under the firm’s name on the firm’s letterhead containing the signature and title of a person or an official of the firm who is authorized to commit the firm to a potential contract with the University. The cover letter must also identify the primary contact for this proposal. The cover letter should express the firm’s interest and serve as an executive summary of the proposal. Claims of proprietary information must be included in the cover letter.

2. **Proposal Form**
   All proposals must include the complete Proposal Form signed by a person or an official authorized to commit the firm to a contract with the University.

3. **Proposal Copies**
   The firm must submit one (1) original copy of the proposal, clearly marked “Original.” The firm should also email a copy to the address listed in page 1 of the RFP.

4. **Qualifications**
   The proposal verbiage must describe the firm’s qualifications to provide the requested products and/or services, and include the following:
a. Description of the nature of the firm’s business; include a description of experience, competencies, and overall organizational capabilities.
b. Corporate organization chart indicating key management team members.
c. Number of years in business.
d. Description of the firm’s capabilities to provide the requested product(s)/service(s).
e. Description of the project staff structure, the background, qualifications and relevant experience of all staff involved in the project, including length of time at contractor; include the responsibilities that each staff member will have during the execution of this project.
f. Description of experience with approach and description of methodology to be used.
g. References: The proposer must provide three (3) independent references from three (3) different projects of similar scope, nature, and complexity to that requested by the University. Each of the references must include the following information:
   1. Entity Name
   2. Industry Type
   3. Address, City, Province/State/Country
   4. Contact Name, Title, Phone Number, and Email address
   5. Year(s) service(s) provided
   6. Comments

5. Response
Responses must be clear and thorough, but concise, and written in plain, easy to understand language. Responses must follow the numbering format used in this RFP.

6. Proprietary Information
In the event any proposer shall include in the proposal any information deemed "proprietary" or "protected," such information shall be separately packaged from the balance of the proposal and clearly marked as to any proprietary claim. The University discourages the submission of such information and undertakes to provide no more than reasonable efforts to protect the proprietary nature of such information. The University, as a public entity, cannot and does not warrant that proprietary information will not be disclosed. The University shall have the right to use any and all information included in the proposals submitted unless the information is expressly restricted by the proposer.

7. Cost Proposal
The Cost Proposal is required to be included with the original proposal.
   a. Prices shall be shown by item and individually extended, unless otherwise indicated. In case of a conflict between unit price and extension, unit price prevails.
   b. Provide detailed explanations of any assumptions that the proposer made in calculating the project costs in order to provide sufficient information for the University to be able to prepare a detailed cost analysis and comparison.
   c. Identify when the proposer proposes to bill the University (e.g. progress payments, milestone, weekly, monthly, etc.)
   d. Indicate if any items are optional and specify them in a separate section(s).
Brescia University expects that all costs are included in the overall fee for services proposed, and that there will be no additional expenses billed to the University for any reason.

8. Appendix
The Proposal Appendix must include:

a. All documents or forms required by the University to be completed by the firm including the required documents specified in the Appendix of this RFP.
b. Details of any litigation your company or any of its subsidiaries or affiliates has had in the past five years relate to the performance of services provided by your firm.
c. If a firm has had any previous contracts canceled or is currently debarred, suspended, or proposed for debarment by any government entity, the current status must be documented in this proposal. The firm agrees to notify the University of any change in this status. If any customer has stopped using the product(s) or service(s) you are proposing, provide details including customer name, date when product was installed, date when product was discontinued (usage) and reason for discontinuation, including contact details of the customer.
d. If the firm intends to use any cooperative, subcontract, third party agreement, or the like to perform under their proposal, the firm must supply the name, address, qualifications and criteria used by the firm for selection of any third party, and the intended services to be performed. The services provided under the scope of work proposed, in part or in whole, shall not be subcontracted our assigned without prior written permission of the University, except that the contractor may, without prior approval and without being released from any of its responsibilities hereunder, assign the contract to any affiliate or wholly-owned subsidiary of the contractor.
e. Samples of any documentation or form that proposer will require the University to sign.
SECTION 4
SELECTION AND CONTRACT AWARD

Proposals shall be evaluated based on the requirements set forth in the RFP. Selection of the firm(s) will be at the discretion of the University and will be based on the proposal that the University deems to be the most responsive and responsible and serves the best interests of the University. The intent of the University is to negotiate and enter into a contract with the selected firm following a Notice of Intent of Selection.

Selected proposer(s) may be required to make on-site oral and visual presentations or demonstrations at the request of the University. The University will schedule the time and location for any presentations. Costs and equipment for such presentations are the responsibility of the proposer. Best and Final offers may be solicited from the pool of finalists prior to selection of the successful firm.

Proposals will be reviewed by a selection committee and will be evaluated based on the following criteria which are listed in descending order of importance:

1. Firm Experience and Qualifications: Experience with projects of similar type and scope; experience evaluating U.S. Department of Education grants

2. Evaluation Design Project Methodology and Structure: Description of the approach, methodology, and project structure to be used to satisfy the grant project scope and objectives

3. Sample Formats of Reports to Be Provided

4. Demonstration of the Capability and Methods Used to Comply with Federal Regulations Regarding Confidentiality of Data

5. Financial Proposal: Total cost to institution as it relates to the services

6. Financial Viability: Contractor’s ongoing financial viability to provide services to the University.

7. Relevant References
SECTION 5
RFP COMPLETION CHECKLIST

This checklist is a summary of some of the required components of the RFP. It is provided as a convenience to contractors, but is not intended to be all-inclusive or to imply acceptance or evidence of compliance by its use. It is the responsibility of the contractor to submit complete and compliant proposals.

☐ Cover letter
☐ Proposal form
☐ Qualifications
☐ Response to scope of work
☐ Cost proposal
☐ Appendix
SECTION 6
PROPOSAL FORM

Date ____________________________

Proposal of ________________________________________________
(Name)

a corporation organized and existing under the laws of the State of
__________________________________________________________;

a partnership consisting of
__________________________________________________________;

an individual trading as
__________________________________________________________.
(Name)

Request for Proposal: ________________________________
[provide title or brief description]

To: Brescia University, Inc. (“University”)

1. In compliance with your Request for Proposal No.______________, the undersigned hereby offers to furnish the services designated in the RFP, in strict accordance with the RFP, upon written notice of acceptance of this Proposal at any time within thirty (30) days after the date of opening of the Proposals, and to execute the Contract in accordance with the Proposal as accepted within five (5) days after the Contract is presented for signature.

2. The undersigned Proposer hereby acknowledges receipt of the following Addenda, if any:

<table>
<thead>
<tr>
<th>Addendum No.</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

3. The undersigned Proposer understands that the University reserves the right to reject any or all Proposals or to waive any formality or technicality, as determined by the University in its sole discretion, in any Proposal in the interest of the University.

4. The undersigned Proposer hereby certifies and affirms that this Proposal is genuine and not a sham or collusive, nor made in the interest or behalf of any person not herein named, and that the undersigned Proposer has not directly or indirectly induced or solicited any
other Proposer to put in a sham bid, or any other person, firm, or corporation to refrain from bidding, and that the Proposer has not in any manner sought by collusion to secure for itself an advantage over any other Proposer.

5. The undersigned certifies that to the best of his/her knowledge: (check only one)

(  ) There is no officer or employee of the University who has, or would have, or whose relative has, or would have, a substantial interest in any contract resulting from this request.

(  ) The names of any and all officers or employees of the University who have, or would have, or whose relative has, or would have, a substantial interest in any contract resulting from this request, and the nature of the substantial interest, are included below or as an attachment to this Proposal.

6. The Proposer certifies, to the best of its knowledge and belief, that:

(i) The Proposer and/or any of its Principals or Owners:

a. (check one) are (  ) or are not (  ) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any governmental agency.

b. (check one) have (  ) or have not (  ), within a three year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) contract or subcontract; violation of federal or state antitrust statutes, rules or regulations relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion; or receiving stolen property; and

c. (check one) are (  ) or are not (  ) presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any other of the offenses enumerated in paragraph (i)(B) of this provision.

(ii) The Proposer (check one) has (  ) or has not (  ), within a three year period preceding this offer, had one or more contracts terminated for default by any governmental agency.

“Principals,” for the purposes of this Proposal, means officers, directors, owners, partners and persons having primary or substantial management or supervisory responsibilities within a business entity.
7. The certifications in paragraphs 4, 5 and 6 of this Proposal are material representations of fact upon which reliance will be placed when making an award. If it is later determined that the Proposer knowingly rendered an erroneous certification, in addition to other remedies available to the University, the University may terminate the contract resulting from this solicitation for default.

__________________________
(Official Name of Firm)

__________________________
(Signature)

__________________________
(Print Name)

__________________________
(Title)

__________________________
(Complete Business Address)

__________________________
(Email Address)

__________________________
(Federal Taxpayer ID Number)
SECTION 7
AGREEMENT

AGREEMENT BETWEEN BRESCIA UNIVERSITY, INC.
AND

(insert vendor/consultant name)

This Agreement made and entered into on the ______ day of ____________, 20___, by and between Brescia University, Inc. (“University”) and ___________________________ (“Consultant.”)

The University and the Consultant agree as follows:

FIRST: The Consultant agrees to perform the professional, technical and/or management services hereinafter set forth when, and as assigned by the University, and

SECOND: The University agrees to pay the Consultant a fee, together with such other payments and reimbursements as are hereinafter provided.

ARTICLE 1: CONSULTANT'S SERVICES
The Consultant agrees to provide professional services and consultation to assist the University in ____________________________ as outlined in the scope of work covered in Attachment A of this Agreement which is hereby referenced and incorporated as an integral part of this Agreement. All work performed under the Agreement must have prior approval of the University.

ARTICLE 2: FEE STRUCTURE
The fee structure for the work conducted under this Agreement will be in accordance with Attachment B of this Agreement which is hereby referenced and incorporated as an integral part of this Agreement.

ARTICLE 3: METHOD OF PAYMENT
Payments to the Consultant will be made, not more often than monthly, upon the presentation and approval of the Consultant’s invoice. Each such invoice shall be documented in such detail and demonstrate such progress on each portion of the work as the University may reasonably require.

ARTICLE 4: INDEMNIFICATION
To the fullest extent permitted by law, the Consultant shall defend, indemnify and hold harmless the University, its agents, representatives, officers, directors, officials and employees, from and against all claims, damages, losses and expenses (including, but not limited to, attorneys’ fees, court costs and the cost of appellate proceedings) relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Consultant, its employees, agents or any tier of subcontractors in the performance of the Agreement. Consultant’s duty to defend, hold harmless and indemnify the University, its agents, representatives, officers, directors, officials and employees, shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death
or injury to, impairment or destruction of property, including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of the Agreement, including any employee of the Consultant or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Consultant be legally liable.

ARTICLE 5: EMPLOYEE RELATIONSHIP
The Consultant is an independent contractor and is not an employee, partner, legal representative, or agent of the University. The University is not an employee, partner, legal representative, or agent of the Consultant.

ARTICLE 6: CANCELLATION
This Agreement may be cancelled at any time, with or without cause, by the University giving seven (7) days written notice to the Consultant. In the event of such cancellation, the Consultant shall be paid for authorized services provided prior to the effective date of termination. In ascertaining the services actually rendered hereunder up to the date of the termination of this Agreement, consideration shall be given to both completed work and work in process of completion and to complete and incomplete reports and other documents whether delivered to the University or in the possession of the Consultant.

ARTICLE 7: OWNERSHIP OF DRAWINGS OR REPORTS
Services as represented on drawings, reports, memoranda, notes and drafts are the property of the University whether the work is completed or not and may be used by them in any fashion they see fit. Notwithstanding the foregoing, however, the Consultant reserves the right to use any studies, analyses or data prepared or collected during the course of this work for other purposes as seen fit, provided, however, that no such use shall allow the University to be identified without the consent of the University.

ARTICLE 8: PERSONAL SERVICES
It is agreed that the University is relying on the personal services of the Consultant and upon their technical ability and professional integrity. Such reliance is one of the chief considerations for the execution of this Agreement by the University. It is further understood and agreed that the Consultant shall not assign, sublet nor transfer his duties under this Agreement, nor shall this Agreement be assignable or transferable by operation of law or otherwise without the written consent of the University.

ARTICLE 9: CONFLICT OF INTEREST
The Consultant agrees to perform services exclusively for the University under this agreement, and expressly agrees not to undertake any conflicting duties to others, with or without compensation, which could in any way compromise that responsibility. The Consultant shall not disclose to others any confidential information gained from this relationship without the prior, written permission from the University, and the Consultant shall not seek to use their position, the information gained thereby, nor any other aspect of the project or relationship with others involved in it, for personal gain or other remuneration or benefit, beyond the compensation provided for herein.

ARTICLE 10: TERM OF AGREEMENT
The initial term of the contract shall be for one year from date of award. Four, one-year extensions of the contract may be effected by Purchase Order or an amendment to this Agreement approved by both parties.

ARTICLE 11: GOVERNING LAW
This Agreement is made in the State of Kentucky and shall be subject to and governed by the laws of the State of Kentucky. All questions concerning the validity, construction and administration of the Agreement shall be determined under Kentucky law.

ARTICLE 12: SEVERABILITY
This Agreement shall be severable and to the extent that any part of the Agreement is unenforceable for any reason whatsoever, the remaining parts of this Agreement shall remain in full force and effect.

ARTICLE 13: NOTICES
All notices to either party shall be deemed to have been provided by depositing the same, postage pre-paid, with the United States Postal Service, addressed as follows:

University Representative: ____________________________
Consultant Representative: ____________________________

ARTICLE 15: NON-DISCRIMINATION
The parties agree to comply with Federal law prohibiting discrimination in employment by government contractors, to the extent applicable with this Agreement, along with other applicable non-discrimination laws and regulations.

ARTICLE 16: LACK OF SUFFICIENT FUNDING
This Agreement may be cancelled without any further obligation on the part of the University in the event that sufficient appropriated funding is unavailable to assure full performance of the Agreement terms. Consultant shall be notified in writing of any such non-appropriation at the earliest opportunity.

ARTICLE 17: INSURANCE
Consultant shall furnish insurance as required by Attachment C hereto, which is incorporated herein by this reference as though fully set forth herein.

ARTICLE 18: ADDITIONAL TERMS AND CONDITIONS
The parties shall comply with the Terms and Conditions attached hereto as Attachment D, which are incorporated herein by this reference as though fully set forth herein.

ARTICLE 19: CERTIFICATION
By signature below, the consultant certifies that it is not involved in collusion or other anti-competitive practices. The consultant has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted proposal. Consultant certifies that no employee of the University, or University employee relative, has a substantial
interest in any agreement subsequent to this document. Consultant also certifies it is not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any governmental agency.

**IN WITNESS WHEREOF**, the Parties to this agreement have hereunto caused the same to be executed the day and year first above written.

Brescia University, Inc.  
By: __________________________  By: __________________________

Name: ______________________  Name: ______________________

Title: ______________________  Title: ______________________
ATTACHMENT A

FEE

Note: All costs are included in the fees for services proposed, and there will be no additional expenses billed to the University for any reason.

All responses are required to fill out the total fee for services on this form

$______________ year one

$______________ year two

$______________ year three

$______________ year four

$______________ year five
ATTACHMENT B
INSURANCE

1. Insurance Requirements

The Consultant, at Consultant’s own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed to do business in the State of Kentucky with policies and forms satisfactory to the University.

All insurance required herein shall be maintained in full force and effect until all work required to be performed under the terms of the agreement is satisfactorily completed and formally accepted; failure to do so may, at the sole direction of the University, constitute a material breach of the agreement.

The Consultant’s insurance shall be primary insurance, and any insurance or self-insurance maintained by the University shall not contribute to it.

Any failure to comply with the claim reporting provisions of the policies or any breach of an insurance policy warranty shall not affect coverage afforded under the policy to protect the University.

All policies, except Workers’ Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the University, its agents, representatives, directors, officers, and employees for any claims arising out of the Consultant’s work or service.

The insurance policies may provide coverage which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the University under such policies. The Consultant shall be solely responsible for deductible and/or self-insured retention and the University, at its option, may require the Consultant to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The University reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The University shall not be obligated, however, to review same or to advise Consultant of any deficiencies in such policies and endorsements, and such receipt shall not relieve Consultant from, or be deemed a waiver of the University’s right to insist on, strict fulfillment of Consultant’s obligations under the agreement.

The insurance policies, except Workers’ Compensation, required by the agreement shall name the University, its agents, representatives, officers, directors, officials, and employees as Additional Insureds.
REQUIRED COVERAGE

General Liability
Consultant shall maintain Commercial General Liability insurance with a limit of not less than $2,000,000 for each occurrence with a $2,000,000 Products and Completed Operations Aggregate and $2,000,000 General Aggregate Limit. The policies shall include coverage for bodily injury, broad form property damage, personal injury, products/completed operations and blanket contractual coverage.

Such policies shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision that would serve to limit third party action over claims.

CERTIFICATES OF INSURANCE
Prior to commencing Services under the agreement, Consultant shall furnish the University with Certificates of Insurance, or formal endorsements as required by the agreement, issued by Consultant’s insurer(s), as evidence that policies providing the required coverages, conditions and limits required by the agreement are in full force and effect.

In the event any insurance policy(ies) required by the agreement is(are) written on a “claims made” basis, coverage shall extend for two years past completion and acceptance of the Consultant’s work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the agreement, a renewal certificate must be sent to the University thirty (30) days prior to the expiration date.

All Certificates of Insurance required by the agreement shall be identified with a bid serial number and title.

CANCELLATION AND EXPIRATION NOTICE
Insurance evidenced by these certificates shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the University.

Automobile Liability
Consultant shall maintain and cause any subcontractors to maintain Commercial/Business Automotive Liability insurance with a combined single limit for bodily injury and property damage of not less than $1,000,000 each occurrence with respect to the Consultant’s owned, hired, and non-owned vehicles assigned to or used in performance of the Consultant’s work.

Professional Liability
Professional liability insurance with minimum limits of $1,000,000 per occurrence and requiring notice to the University at least thirty (30) days prior to cancellation or restriction of coverage. Coverage shall be afforded on a form acceptable to the University. Consultant shall maintain such professional liability insurance until at least three (3) years after completion of all services required under this agreement.
Workers’ Compensation
This Consultant shall carry Workers’ Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Consultant’s employees engaged in the performance of the work; and, Employer’s Liability insurance of not less than $2,000,000 for each accident, $1,000,000 disease for each employee, and $1,000,000 disease policy limit.

In case any work is subcontracted, the Consultant will require the Subcontractor to provide Workers’ Compensation and Employer’s Liability to at least the same extent as required of the Consultant.
ATTACHMENT C
TERMS AND CONDITIONS

1. Agreement – The Agreement shall contain the entire agreement between the University and the Consultant relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders or master agreement in any form.

2. Agreement Amendments – The Agreement shall be modified only by a written amendment signed by persons duly authorized to enter into agreements on behalf of the University and the Consultant.

3. Provisions Required by Law – Each and every provision of law and any clause required by law to be in the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

4. Severability – The provisions of the Agreement are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Agreement which may remain in effect without the invalid provision or application.

5. Advertising – Contractor shall not advertise or publish information concerning the Agreement, without prior written consent of the University.

6. Preparation of Specifications by Persons Other than University Personnel – All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the University’s needs. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.

7. Americans With Disabilities Act – The Consultant shall comply with all applicable provisions of the Americans With Disabilities Act and applicable federal regulations under the act.

8. Conflict of Interest – The University may, within three years after its execution, cancel the agreement without penalty or further obligation if any person significantly involved in negotiating, drafting, securing or obtaining the agreement for or on behalf of the University becomes an employee of or a consultant in any capacity to any other party to the agreement with reference to the subject matter of the Agreement while the Agreement or any extension thereof is in effect.

9. Drug/Alcohol Free Workplace – The Consultant agrees that in the performance of the Agreement, neither the Consultant nor any employee of the Consultant shall engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled
substance and/or alcohol in conducting any activity covered in the Agreement. The University reserves the right to request a copy of the Consultant Drug/Alcohol Free Workplace Policy. The Consultant further agrees to insert a provision similar to this statement in all subcontracts for services required.

10. **Non-Discrimination** – The Consultant agrees that in the performance of this agreement, the Consultant will comply with Titles VI and IX, the Rehabilitation Act of 1973, The Vietnam Era Veterans Readjustment Assistance Act of 1974, the Age Discrimination in Employment Act of 1967, and the Americans with Disabilities Act of 1990 and to not discriminate on the basis of race, color, creed, religion, ancestry, national origin, sex, age, disability, marital status, veteran status, or status with regard to public assistance.

11. **Federal, State and Local Taxes, Licenses and Permits** – Consultant is solely responsible for complying with all laws, ordinances, and regulations on taxes, registrations, licenses and permits, as they may apply to any matter under this document. The Consultant must demonstrate that they are duly licensed by whatever regulatory body may so require during the performance of the Agreement. Prior to the commencement of Agreement, the Consultant shall be prepared to provide evidence of such licensing as may be requested by the University. Consultant shall, at no expense to the University, procure and keep in force during the entire period of the Agreement all such permits and licenses.

12. **Gratuities** – The University may, by written notice to the Consultant, cancel the agreement if it is found by the University that gratuities, in the form of entertainment, gifts or otherwise were offered or given by the Consultant or any agent or representative of the contractor, to any officer or employee of the University with a view toward securing an agreement or securing favorable treatment with respect to the performing of such agreement.

13. **Liens** – Each Consultant shall keep the University free and clear from all liens asserted by any person or entity for any reason arising out of the furnishing of services or materials by or to the Consultant.

14. **Sexual Harassment** – Federal law and the policies of the University prohibit unlawful harassment of University employees or students including harassment by other employees, customers, visitors, vendors or contractors, in any form, including harassment based on race, sex, sexual orientation, color, religion, national origin, ethnic identification, age, disability, genetic information, gender or any other status which would be in violation of any applicable federal, state or local law. Harassment is generally defined as an act or communication causing emotional stress specifically addressed to individuals or groups intended to harass, intimidate or humiliate an individual or group. Sexual harassment is defined as any unwelcome sexual advances, requests for sexual favors, and other verbal and physical conduct of a sexual nature, which continues when requested to cease. Consultant, subcontractors and suppliers for this project are required to exercise control over their employees so as to prohibit acts of harassment of University employees and students. The employer of any person whom the University, in its reasonable judgment, determines has committed an act of
harassment agrees as a term and condition of the Agreement to cause such person to be removed from the project site and from University premises and to take such other action as may be reasonably necessary to cause the harassment to cease.

15. **Smoking** – Smoking (including cigarettes, cigars, pipes, and any other smoke producing tobacco and other products) is prohibited on all properties owned or leased by campus. The Consultant is required to comply with this smoke free policy.

16. **Confidentiality** – The parties shall comply with the Family Educational Right and Privacy Act of 1974. Therefore, Contractor shall not be entitled to receive employee or student information directly from the University, other than public information available in any University directory which is not protected by federal or state privacy or confidentiality statutes or regulations. Consultant may solicit employee and student information directly from employees and students subject to prior disclosures by Consultant of all intended uses of such information. Regardless of the employee or student personal information, even if such information is publicly available via directories, Contractor shall under no circumstances sell, duplicate, market, or give to any person or persons, entities or other companies a list or other personal information of any or all employees or students. All employee and student identities and personal information shall remain confidential. Disclosure by Consultant occurring without the express prior written consent of the Employee or Student shall result in the immediate termination of this agreement.

17. **Assignment-Delegation** – No right or interest in the Agreement shall be assigned or delegated by Consultant without the prior written permission of the University. Any attempted assignment or delegation by Consultant shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

18. **Force Majeure** – Neither party shall be liable in damages of have the right to terminate this Agreement for any delay or default in performing under the Agreement if such delay or default is caused by conditions beyond its reasonable control including, but not limited to wars, insurrections, fires, floods, governmental restrictions and/or any other cause beyond the reasonable control of the party whose performance is affected.

19. **Intellectual Property Rights** – It is understood and agreed that ownership of intellectual property developed as a result of fulfilling the requirements of this Agreement belongs solely and exclusively to the University. Documents provided in connection with the Agreement belong to the University and are being used with permission. Intellectual property, as used herein, means all forms of legally protectable intellectual property, including copyrights, trademarks, inventions, patent applications, patents and mask works, drawings and/or blueprints. It is also understood and agreed that any intellectual property created as a result of Consultant’s performance of this Agreement is considered a work for hire under the U.S. copyright laws and as such, the University will own the copyright.
20. **Laws and Regulations** – Consultants are solely responsible for keeping themselves fully informed of and faithfully observing all laws, ordinances, and regulations affecting the rights of their employees, and shall protect and indemnify the University, its officers and agents against any claims of liability arising from or based on any violation thereof.

21. **Payment Terms** – The University’s obligation is payable only and solely from funds appropriated for the purpose of the Agreement. Unless otherwise stated herein, the payment terms for the Agreement are Net 30 days.

22. **Price Adjustment** – Price changes will normally only be considered at the end of one Agreement period and the beginning of another. Price change requests shall be in writing, submitted at least sixty (60) days prior to the end of the current Agreement period, and shall be supported by written evidence of increased costs to the Consultant. The University will not approve unsupported price increases that will merely increase the gross profitability of Consultant at the expense of the University. Price change requests shall be a factor in the Agreement extension review process. The University shall, in its sole opinion, determine whether the requested price increase or an alternate option is in the best interest of the University.

23. **Right to Offset** – The University shall be entitled to offset against any sums due the Consultant, any expenses or costs incurred by the University, or damages assessed by the University concerning the Consultant’s non-conforming performance or failure to perform the Agreement, or any other debt owing the University.

24. **Insolvency** – The University shall have the right to terminate the Agreement at any time in the event Consultant files a petition in bankruptcy; or is adjudicated bankrupt; or if a petition in bankruptcy is filed against Consultant and not discharged within thirty (30) days; or if Consultant becomes insolvent or makes an assignment for the benefit of its creditors or an arrangement pursuant to any bankruptcy law; or if a receiver is appointed for Consultant or its business.

25. **Lack of Funding** – The Agreement may be canceled without further obligation on the part of the University in the event that sufficient appropriated funding is unavailable to assure full performance of the terms. The Consultant shall be notified in writing of such non-appropriation as soon as reasonably possible. No penalty shall accrue to the University in the event this cancellation provision is exercised. This cancellation provision shall not be construed so as to permit the University to terminate the Agreement in order to acquire similar equipment, material, supplies or services from another party.
26. **Stop Work Order** – The University may at any time, by written order to the Consultant, require the Consultant to stop all or any part of the work called for by the Agreement for a period of up to ninety (90) days after the order is delivered to the Consultant, and for any further period to which the parties may agree. The order shall be specifically identified as the Stop Work Order issued under this provision. Upon receipt of the order, the Consultant shall immediately comply with its terms and take all reasonable steps to minimize the incidence of costs allocable to the work covered by the order during the period of work stoppage. If a Stop Work Order issued under this provision is canceled or the period of the order or any extension expires, the Consultant shall resume work. The University shall make an equitable adjustment in the delivery schedule or Agreement price, or both, and the Agreement shall be amended in writing accordingly.

27. **Suspension or Debarment** – The University may by written notice to the Consultant immediately terminate the Agreement if the University determines that the Consultant has been debarred, suspended, or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor or Contractor of any public procurement unit or other governmental body.

28. **Continuation of Performance Through Termination** – The Consultant shall continue to perform, in accordance with the requirements of Agreement, up to the date of termination, as directed in the termination notice.

29. **Federal Immigration Laws and Regulations** – Consultant warrants that it complies with all Federal Immigration laws and regulations that relate to its employees.

30. **Text/Email While Driving** – Consultant and subcontractors are prohibited from sending and/or reading texts, emails, or messages while operating a vehicle on during work performed under this Agreement. Operating a vehicle includes when stopped at traffic lights or stop signs, not just when the vehicle is in motion.