

Eastern Kentucky University

Encompass

Honors Theses

Student Scholarship

Spring 5-9-2016

LiveSafe: Increasing Bystander Intervention at Eastern Kentucky University

Katie Victoria Scott

Eastern Kentucky University, katie_scott41@mymail.eku.edu

Follow this and additional works at: https://encompass.eku.edu/honors_theses

Recommended Citation

Scott, Katie Victoria, "LiveSafe: Increasing Bystander Intervention at Eastern Kentucky University" (2016). *Honors Theses*. 313.

https://encompass.eku.edu/honors_theses/313

This Open Access Thesis is brought to you for free and open access by the Student Scholarship at Encompass. It has been accepted for inclusion in Honors Theses by an authorized administrator of Encompass. For more information, please contact Linda.Sizemore@eku.edu.

Eastern Kentucky University

LiveSafe:
Increasing Bystander Intervention at Eastern Kentucky University

Honors Thesis
Submitted
In Partial Fulfillment
Of The Requirements of HON 420
Spring 2016

By
Katie Scott

Staff Mentor
Mr. Bryan Makinen,
Director of Public Safety and Risk Management

Katie Scott graduates in May 2016 with a B.A. in Globalization & International Affairs with minors in Economics and Public Administration as well as a B.A. in Political Science and History. She will be pursuing her post-graduate degree at American University for her Masters in International Development. This thesis is a creative project completed while Katie Scott was Student Body President & Regent at Eastern Kentucky University.

Abstract

LiveSafe:

Increasing Bystander Intervention at Eastern Kentucky University

By Katie Scott

Mentored by Mr. Bryan Makinen, Director of Public Safety & Risk Management

Abstract Description: This paper reviews the procurement and implementation of the LiveSafe safety application at Eastern Kentucky University and its impact on increasing bystander intervention for the campus community. LiveSafe was launched on February 1, 2016, and all data is based off the first ten weeks of availability (February 1st to April 10th). Metrics that will be reviewed and compared include “safe walks,” reported tips, and emergency messages. Because of the novelty of cellphone safety applications, there is little scholarship on the empirical impact of these application or the perception of students in regards to their safety on campuses when they are available. This article will focus on the former knowledge gap and how LiveSafe has been utilized at Eastern Kentucky University.

Keywords: *LiveSafe, bystander intervention, campus safety, student government, safety application*

Table of Contents

Title Page	i
Table of Contents	ii
Abstract	iii
Acknowledgements	iv
Background	2
Acquirement Process	4
LiveSafe	7
Bystander Intervention	9
LiveSafe at Eastern Kentucky University	11
Conclusion	13
References	14
Appendix A: EKU Safety RFP	15
Appendix B: SGA LiveSafe Resolution	37

Acknowledgements

Thank you first and foremost to the Eastern Kentucky University community for believing that an individual student has the ability to better their community and leave a mark that will last long after their graduation.

I would also like to thank the ECU Police Department for implementing and training dispatchers on the LiveSafe dashboard, Gary Folckemer for acting as the LiveSafe liaison for ECU, my mentor Bryan Makinen for guiding me through the final stages of my thesis process, and the ECU Student Government Association for making LiveSafe a reality at Eastern Kentucky University.

Additionally, I would like to offer a warm thank you to Dr. Tom Appleton for his patience, understanding, and guidance throughout my collegiate career.

LiveSafe:

Increasing Bystander Intervention at Eastern Kentucky University

In May 2015 the Student Government Association set out to improve safety and increase bystander intervention at Eastern Kentucky University. A variety of methods and programs were considered, but ultimately the Executive Cabinet chose to pursue acquiring a cellphone safety application. The reason for attaining a safety application were largely three fold, (1) this would allow deaf and hard of hearing students at Eastern Kentucky University to be able to message in emergencies – a feature not previously available, (2) this platform could be equally available to all students, faculty, and staff at the University who possess a smartphone, and (3) this application could include and also be available to all members of the city community which has close ties to the University. With all of these criteria in mind, the Student Government Association partnered with the University to bring about an app that could meet the three objectives as well as an application that was OS and Android compatible, could be easily customizable, would be free of cost to the

users that downloaded the application, and would be useable for a campus of 17,000 students. This paper will analyze the implementation of a safety application at Eastern Kentucky University and determine any change in bystander intervention through downloads, tips reported, and safety walks completed. The implementation of a safety application will show an increase in bystander intervention at Eastern Kentucky University.

Background

One of the main motives for the Student Government Association to acquire a safety application was a terror threat that gripped Eastern Kentucky University in early February 2015. The threat was in the form of graffiti left on a bathroom stall of a classroom building that read, “Bringing gun to here. 2-11-15. Dead students,” (Richmond Register, 2015). This threat was one of the first of its kind on Eastern Kentucky University’s campus and left many students stunned and afraid. While the campus police were very informative, and the University administration sent almost daily email updates, the students were left with little input and had no way to engage in two-way communication with the University. While signing up for Rave Alerts was heavily promoted by the Eastern Kentucky University Police Department during this time, the alerts were sent out to students because many students lacked the system, knew little about it, or were only signed up through their email alerts were often delayed or not received at all. This incident, occurring around midterms, effectively shut down the University the Wednesday of the threat. While

no classes were officially cancelled by the University, the option was left to each professor and no absences were punished for those who chose not to attend due to a feeling of lack of personal safety. This incident exposed the University to a serious gap in communication between students and Eastern Kentucky University Police Department.

Student Government Association Elections

Approximately a month and a half after the terror threat, the Student Government Association held their elections process. The elections focused on a variety of issues affecting students, but none more prominent than student safety. Every year Student Senate held an annual safety walk to address safety issues on campus and their fall 2014 event revealed that all on-campus emergency call boxes were off-line. Upon investigation it was revealed that they would be back online in six to nine months due to a need to have them re-wired, but the matter was that another resource for student communication was cut-off. This finding, in addition to the security threat led the student candidates Katie Scott and Collin Potter to advocate for improved campus safety through the creation of a cellphone safety application that could be used to report incidents to the university police and to help the student body feel safer (Payton, 2015). Katie Scott and Collin Potter were elected as Student Body President and Vice President respectively, and began communication with the University administration and police to acquire a safety application for the University community.

Acquirement Process

To begin the process of acquiring a safety application for Eastern Kentucky University, the Student Government Association realized the necessity of partnering with the University Police Department as well as the University Administration. As a department led by students, Student Government realized as an organization they would be unable to maintain the institutional knowledge each year to house an application of this importance. Engaging and gaining the support of ECU Police was vital, because they would be the department that would need to house, maintain, and use the application. Additionally, all dispatchers at ECU Police would need to be trained in any application chosen requiring additional time and resources by the department. After conversations between Student Body President Katie Scott, ECU Police, the Director of Risk Management, and the University President, all were in agreement to move forward with a Request for Proposals (RFP) to begin the acquirement process.

Request for Proposals (RFP) Process

Due to the fact that Eastern Kentucky University is a public university, almost all large purchases require the University to go through a bidding process. Because the University had never engaged in obtaining an application similar to this in the past, ECU Police and Student Government, guided by ECU's Purchasing Department determined that a Request for Proposals would bring the best candidates as well as a variety of cost to the table. When developing the RFP for Eastern Kentucky

University, Student Body President Katie Scott researched several similar models including the one produced by the University of Kentucky (UK Purchasing Division, 2014). The University of Kentucky's RFP was less than a year old, and helped serve as a model for the one developed by the ECU Purchasing Department. Eastern Kentucky University's "University Public Safety Application RFP" was issued June 16, 2015 and the due date for all proposals was July 21, 2015 at 2:00pm EST (Appendix A).

Selection Committee

Once the RFP was issued, a committee was formed by ECU's Purchasing Department with input from the Student Body President, to select from the proposals received. The committee consisted of fourteen individuals whose departments or areas would all be directly involved in implementing the application. Representatives from ECU Police, Title IX, Emergency Management, Informational Technology, Green Dot, Health Services, Student Government, University Policy, Office of the University President, and Public Safety were all members of the selection committee. After the close of the proposal, all materials submitted by the respondents were campus mailed in a sealed envelope to all members of the committee on Friday, July 24, 2016.

The first meeting of the committee took place two weeks later, allowing all members to properly review and discuss the materials. Eight proposals were submitted for consideration with prices ranging from \$8,000 to \$120,000 a year. After the first meeting the selection committee

narrowed the eight contenders down to two. The two finalists presented to the committee August 20th and 21st, and after careful consideration the committee ultimately chose LiveSafe on the condition that it was first tested by ECU Student Senators. A demo version of LiveSafe was thus created and LiveSafe was beta tested by thirty-three student senators for two weeks before the funding was finalized.

Funding

In regards to funding, ECU Student Government is very unique in that there is a \$100,000 technology fee fund that is at the discretion of Student Senate to disburse. This is available due to a piece of legislation passed by ECU Student Senate in 1998 that passed a \$50 technology fee for all students and set aside \$100,000 for Student Government to distribute every year. While funding is typically disbursed by Student Senate every October or November, there are special exceptions that come out annually outside of funding. One such annuity is a \$5,000 funding for OrgSync which impacts every student and was voted on by Student Senate. For the reason that student safety is a pressing and timely issue, President Katie Scott worked closely with Vice President Collin Potter who oversees Student Senate, to work on legislation to have funds released early from the IT Fund. Scott and Potter also worked closely with Dean Betina Gardner, who is the Chief Informational Officer and Dean of Libraries to release funding early to start developing LiveSafe.

President Scott also worked closely with the Information Technology Chair in Student Senate, Evan Singleton, who sponsored the legislation put before Senate on September 15, 2015 (Appendix B). This piece of legislation approved the release of \$27,500 for the full funding of LiveSafe for the first two years of the five year contract. In fall 2017, the legislation has an option of being renewed. If the legislation is not renewed then it would fall on other University departments to pick up some level of the funding. Two years was strategically chosen to maintain institutional knowledge of those likely to be in Student Senate, or Student Government as a whole, would recall the debates and reasoning behind the measure at the time it was passed. In the past, three year resolutions have proven challenging for institutional knowledge, and one-year terms too short for a show of commitment to an initiative. Therefore, two years was a compromise reached by President Scott and Chair Singleton.

LiveSafe

LiveSafe was selected by the committee for a variety of reasons, but most importantly because it met all three initiatives originally sought by Student Government. The application had emergency messaging capabilities for deaf and hard of hearing students, could be used by anyone associated with the University and was not email domain based, and could house information about the community as well as be available to all members of the city community. Additionally, LiveSafe had a plethora of capabilities not originally considered by the committee that were found to

be very needed for the campus. The capability that was the most helpful to the ECU Police Department was the Safety Walk feature. This ability allows an individual to be watched in real time walking from one location to another by a person of their choosing who also has the LiveSafe application which could be fellow students, friends, or family members. This was an ideal aspect of the application for Eastern Kentucky University due to the close geographic location of the university and campus housing to downtown Richmond, Kentucky.

Tip Categories

Other features of the application include the non-emergency tip categories. LiveSafe offers twelve potential categories that can be customized for every university. These tips can be reported by message, audio, video, or picture and the tip can be automatically reported to the appropriate department via email. Eastern Kentucky University narrowed the twelve tips down to nine with input from the Student Government Association, ECU Police Department, and Emergency Management. The nine categories selected were accident, assault/abuse, drugs/alcohol, mental health, suspicious activity, parking, repair needed, tobacco use, and other. These categories can be changed and updated as certain issues become more prominent on campus overtime. Tobacco use was added specific to Eastern due to a recent tobacco ban introduced on campus, and parking was added due to the high volume of construction and parking changes that were occurring. Categories such as repairs needed routed

directly to Facility Services, while parking and tobacco violations were sent directly to ECU Parking. All other non-emergency tips were directed to the ECU Police Department dashboard.

Anonymity

Another key feature of LiveSafe that was desirable from a student perspective was the anonymity that was inherent in the design for reporting. All non-emergency tips have the option to be reported anonymously. This was crucial from a student perspective due to the need of a young adult on campus to feel secure and independent. This feature also helps prevent any possible retaliation that could occur from reporting an incident. Despite the ability of anonymity, ECU Police can still chat with someone who has reported a tip through the application. This allows the reporter to maintain their anonymity while also allowing ECU Police to gather any more information that is needed to help resolve the issue at hand. When a user chooses to activate any of the Emergency options (Message ECU Police, Call ECU Police, or Off-Campus: Call 911) however, geo-location is immediately activated allowing ECU Police or first can know where to respond.

Bystander Intervention

The term bystander intervention was first developed by John Darley and Bibb Latane (1968) after murder of Kitty Genovese. Kitty Genovese was murdered in the middle of the street in New York City after

she was stabbed to death for half an hour. Not one of the thirty-eight people who watched from their apartments came out to help or called emergency services. This incident led to a new field of study among psychologists that started to analyze the likelihood of a bystander to intervene in a dangerous or violent situation. Darley and Latane (1968) discovered that when there is one person present they are more likely to report an incident than someone in a large group. An individual in a large group is less likely to report because there is no unique focus on them to report and the potential for blame due to lack of reporting is diffused among all members present. In the case of Kitty Genovese, the latter incident occurred which led to thirty-eight different people to take no action to help because they all assumed someone else would.

This same phenomena has begun to be more closely examined on college campuses across the United States as scholarship on campus crime has increased. Although studies did not begin until the late 1980's due to heightened political attention, there has been a growing number of articles on campus safety perception and reality. Wilcox, et al. (2007) distinguished between two distinct location-based fears, domain specific fear and potential incident location, that make college campuses unique to study. The study found that on college campuses students are more likely to be fearful of the campus rather than the idea of what could actually happen to them on the campus. Research also indicated that universities take special precautions to protect students socially and structurally in

regards to not only infrastructure and lighting, but call boxes and student programming.

Eastern Kentucky University Bystander Programs

Eastern Kentucky University has a variety of offices and initiatives that deal specifically with bystander intervention and training. Offices that directly work with students include ECU Police, ECU Title IX Office, and the ECU Office of Equity and Inclusion. ECU also offers the bystander intervention program Green Dot, which is exposed to every freshman during their first semester seminar courses. Green Dot is a program that works to promote bystander intervention and have individuals be a “green dot” on the map. The philosophy is that the maps will eventually be filled with green dots that show a network of people working to prevent and end violence.

LiveSafe at Eastern Kentucky University

All numbers analyzed in this section are taken from the first ten weeks of implementation of LiveSafe at Eastern Kentucky University and were provided by the ECU Police Department. This ten week period began on Monday, February 1, 2016 with LiveSafe’s launch and covers data collected until Monday, April 10, 2016. This time frame was specifically chosen due to the deadline of the thesis presentation set by the ECU Honors Program for mid-April.

LiveSafe Statistics

LiveSafe not only allows students to report tips, but it also allows administration to track numbers and statistics for the first time for many of the categories. In the span of the first ten weeks LiveSafe had accrued 1,308 downloads and had 111 tips reported. In the past, few numbers were kept on how many students reported tips to ECU Police, only incidents that required actions were tracked. One comparison that has been tracked is the police escort program which is similar to the Safety Walk feature of LiveSafe. ECU Police offer free safety walk or driven escorts for any student, faculty, or staff, that calls and requests one. Last academic year from August 2014 to May 2015, there were 94 escorts requested from ECU Police and in the first ten weeks of LiveSafe there were 274 Safety Walks initiated. This was increase of approximately 192% in Safety escorts.

Tip Statistics

In the first ten weeks of LiveSafe's availability at Eastern Kentucky University there were 111 tips reported. The tip breakdown was: 37 parking, 24 repairs needed, 17 drugs/alcohol, 13 tobacco use, 11 other, 6 suspicious activity, 2 assault, and 1 mental health. The amount of tips is surprising, but what is more surprising is the types of tips that received the most reports. Parking is not typically an issue that is reported to ECU Police, but these numbers reveal an underlying problem that Eastern Kentucky University is currently experiencing due to construction and building happening on campus. The high amount of repairs needed tips

reflects the aging infrastructure that exists on EKU's campus and the need for the construction that affects parking. These statistics not only reveal underlying problems at the University, but allow various departments to utilize LiveSafe to make improvements as they are relevant.

Conclusion

The implementation of LiveSafe at Eastern Kentucky University has made a profound impact on student self-reporting as well as begun garnering statistics for various issues on campus for administrative use. While ascertaining a public safety application was originally a student initiative, it could not have been as well accomplished or advertised without the cooperation and collaboration of Eastern Kentucky University specifically the EKU Police Department and Emergency Management. Student safety is an issue that continues to grow in scholarship and advance technologically in order to continue to bolster improvement. When reviewing the first ten week statistics available for LiveSafe at Eastern Kentucky University the numbers that can be compared show a dramatic increase in bystander intervention in a very short time frame of availability. This proves that the availability of LiveSafe at Eastern Kentucky University did increase bystander intervention among the community population.

References

- Darley, John and Latane, Bibb. (1968). Bystander Intervention in Emergencies: Diffusion of Responsibility. *Journal of Personality and Scholarship* 8 (4).
- Jennings, W., Gover, A., and Pudrzynska, D. (July 2007). Are Institutions of Higher Learning Safe? A Descriptive Study of Campus Safety Issues and Self-reported Campus Victimization among Male and Female College Studenets.” *Journal of Criminal Justice Education* 18 (2). Retrieved from <http://dx.doi.org/10.1080/10511250701383327> (accessed March 3, 2016).
- Payton, Topher. (March 19, 2015). Election Guideline: Scott/Potter. *Eastern Progress*, Retrieved from <http://www.easternprogress.com/2015/03/19/election-guide-scottpotter/> (accessed March 17, 2016).
- Richmond Register. (February 7, 2015) ECU Prepares for Wednesday Threat. *Richmond Register*. Retrieved from http://www.richmondregister.com/news/eku-prepares-for-wednesday-threat/article_b01b1806-ae8b-11e4-bc16-6f6f067bcbea.html (accessed March 17, 2016).
- University of Kentucky Purchasing Division. (June 18, 2014). University Student Public Safety Application RFP. *University of Kentucky*. Retrieved from <http://10ba4283a7fbcc3461c6-31fb5188b09660555a4c2fcc1bea63d9.r13.cf1.rackcdn.com/06/7594239a32d39290eb8754f0bfd9fb31.pdf?id=297848> (accessed March 3, 2016).

Appendix A

**Request for Proposal
Eastern Kentucky University
University Public Safety Application (RFP 05-16)**



**Issued: June 16, 2015
Due: July 21, 2015, 2pm, ET
521 Lancaster Avenue
Richmond, Kentucky 40475**



Eastern Kentucky University
 Purchases & Stores-CPO 8A, 117 Jones Building
 521 Lancaster Avenue
 Richmond, KY 40475

RFP No. 05-16

REQUEST FOR PROPOSAL

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

Issue Date:	June 6, 2015	IMPORTANT: PROPOSALS MUST BE RECEIVED BY:
Purchasing Officer:	Andrea Cashell	July 21, 2015
Phone:	(859) 622-2246	
Service:	University Student Public Safety Application	

1. It is the intention of the Request for Proposal (RFP) to enter into competitive negotiation as authorized by KRS 45A.085.
2. Proposals for competitive negotiation shall not be subject to public inspection until negotiations between the purchasing agency and all Offerors have been concluded and a contract awarded to the responsible Offeror submitting the proposal determined in writing to be the most advantageous to the University. Price and the evaluation factors set forth in the advertisement and solicitations for proposals will be considered.
3. An award of contract may be made upon the basis of the initial written proposals received without written or oral discussions.
4. Contracts resulting from this RFP must be governed by and in accordance with the laws of the Commonwealth of Kentucky.
5. The University reserves the right to request proposal amendments or modifications after the proposal receiving date.
6. **THE TERMS AND CONDITIONS OF THIS REQUEST FOR PROPOSAL INCLUDE ALL GENERAL CONDITIONS, AS SET FORTH BY EASTERN KENTUCKY UNIVERSITY PLUS ANY SPECIAL CONDITIONS ENUMERATED HEREIN.**

NOTICE

1. Any agreement or collusion among Offerors or prospective Offerors, which restrains, tends to restrain, or is reasonably calculated to restrain competition by agreement to proposal at a fixed price or to refrain from offering, or otherwise, is prohibited.
2. Any person who violates any provisions of KRS 45A.325 shall be guilty of a class D felony and shall be punished by a fine of not less than five thousand dollars nor more than ten thousand dollars, or be imprisoned not less than one year nor more than five years, or both such fine and imprisonment. Any firm, corporation, or association who violates any of the provisions of KRS 45A.325 shall, upon conviction, be fined not less than ten thousand dollars or more than twenty thousand dollars.

AUTHENTICATION OF RFP AND STATEMENT OF NON-COLLUSION AND NON-CONFLICT OF INTEREST

I hereby swear (or affirm) under the penalty for false swearing as provided by KRS 523.040:

1. That I am the Offeror (if the Offeror is an individual), a partner (if the Offeror is a partnership), or an Officer or employee of the bidding corporation having authority to sign on its behalf (if the Offeror is a corporation);
2. That the attached proposal has been arrived at by the Offeror independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other Contractor of materials, supplies, equipment or services described in the Request for Proposal, designed to limit independent offering or competition;
3. That the contents of the proposal have not been communicated by the Offeror or its employees or agents to any person not an employee or agent of the Offeror or its surety on any bond furnished with the proposal and will not be communicated to any such person prior to the official closing of the RFP;
4. That the Offeror is legally entitled to enter into contracts with the Eastern Kentucky University and is not in violation of any prohibited conflict of interest, including those prohibited by the provisions of KRS 45A.330 through KRS 45A.340 and KRS 164.390, and
5. That I have fully informed myself regarding the accuracy of the statement made above.

SWORN STATEMENT OF COMPLIANCE WITH CAMPAIGN FINANCE LAWS

In accordance with KRS 45A.110(2), the undersigned hereby swears under penalty of perjury that he/she has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky and that the award of a contract to an Offeror will not violate any provision of the campaign finance laws of the Commonwealth of Kentucky.

OFFEROR REPORT OF PRIOR VIOLATIONS OF KRS CHAPTERS 136, 139, 141, 337, 338, 341 & 342

The Offeror by signing and submitting a proposal agrees as required by KRS 45A.485 to submit final determinations of any violations of the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that have occurred in the previous five (5) years prior to the award of a contract and agrees to remain in continuous compliance with the provisions of the statutes during the duration of any contract that may be established. Final determinations of violations of these statutes must be provided to the University by the successful Offeror prior to the award of a contract.

CERTIFICATION OF NON-SEGREGATED FACILITIES

The Offeror, by submitting a proposal, certifies that he/she is in compliance with the Code of Federal Regulations, 41 CFR 60-1.8 that prohibits the maintaining of segregated facilities.

SMOKE FREE ZONE POLICY

The Offeror, by signing and submitting a Proposal, agrees to comply with the University's Smoke Free Zone Policy.
http://policies.eku.edu/sites/policies.eku.edu/files/policies/tobacco-free_policy_bor_41414.pdf

SUSTAINABILITY POLICY

The University is committed to reducing the adverse environmental impact of its purchasing decisions; it is committed to buying goods and services from contractors who share its environmental concern and commitment. The University encourages bidders to include in their responses economical and environmentally friendly products and service options that serve to minimize waste, reduce excess packing, recycle, reduce, reuse, prevent pollution, and/or offer resource efficiency. It's the University's goal to maximize environmental responsibility on its campuses.

COMPETITIVE NEGOTIATION DETERMINATION

In accordance with KRS 45A.085(1) the Purchasing Officer listed above has determined that the use of competitive sealed bidding is not practicable. This Request for Proposals shall indicate the relative importance of price and other evaluation criteria (KRS 45A.085(4)).

SIGNATURE REQUIRED: This proposal cannot be considered valid unless signed and dated by an authorized agent of the Offeror. Type or print the signatory's name, title, address, phone number and fax number in the spaces provided. Offers signed by an agent are to be accompanied by evidence of his/her authority unless such evidence has been previously furnished to the issuing office.

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

Table of Contents

1.0 DEFINITIONS 5

2.0 GENERAL OVERVIEW 6

 2.1 Intent and Scope 6

 2.2 University Information 6

3.0 SCOPE OF SERVICES 6

 3.1 General 6

 3.2 Service Requirements 6

4.0 PROPOSAL REQUIREMENTS 7

 4.1 Key Event Dates 7

 4.2 Offeror Communication 7

 4.3 Questions 8

 4.4 Mandatory Pre-Proposal Conference 8

 A mandatory pre-proposal conference is not needed for this RFP. 8

 4.5 Offeror Presentations 8

 4.6 Preparation of Proposal 8

 4.7 Proposed Deviations from the Request for Proposal 9

 4.8 Proposal Submission and Deadline 9

 4.9 Addenda 10

 4.10 Offeror Response and Proprietary Information 10

 4.11 Restrictions on Communications with University Staff 10

 4.12 Cost of Preparing Proposal 10

 4.13 Disposition of Proposals 10

 4.14 Section Titles in the Request for Proposal 10

 4.15 Proposal Addenda and Rules for Withdrawal 10

 4.16 Acceptance or Rejection of Proposals 11

5.0 PROPOSAL FORMAT AND CONTENT 11

 5.1 Proposal Information and Criteria 11

 5.2 Signed Authentication of Proposal and Statements of Non-Collusion and Non- Conflict of Interest Form 11

 5.3 Transmittal Letter 12

 5.4 Executive Summary and Proposal Overview 12

 5.5 Offeror Qualifications 12

 5.6 Program Plan – Services Defined 13

 5.7 References and Past Experience 13

 5.8 Financial Proposal 13

 Offerors are to provide a fixed price for the services offered. 13

 5.9 Optional Services 13

6.0 EVALUATION CRITERIA PROCESS 13

7.0 SPECIAL CONDITIONS AND CONTRACT TERMS 14

 7.1 Effective Date 14

 7.2 Contract Term 14

 7.3 Competitive Negotiation 14

 7.4 No Contingent Fees 14

 7.5 Contract Changes 14

 7.6 Entire Agreement 15

 7.7 Governing Law 15

 7.8 Termination of Contract 15

 7.8.1 Termination Provisions 15

 7.8.2 Termination for Default 15

 7.8.3 Termination for Contractor Insolvency or Unavailability of Funds 15

 7.8.4 Termination for Convenience 15

 7.8.5 Procedure for Termination 15

 7.9 Employment Practices 16

 7.9.1 Non Discrimination 16

7.9.2 Executive Order 11246 16
7.9.3 Title 20 16
7.9.4 Other Acts 16
7.9.5 Future Acts, Laws, and Regulations 16
7.10 Conflict of Interest 16
7.11 Severability 17
7.12 Contract Administrator 17
7.13 Prime Contractor Responsibility 17
7.14 Assignment and Subcontracting 17
7.15 Permits, Licenses, Taxes, and Registration 17
7.16 Attorneys' Fees 18
7.17 Patents, Copyrights, and Trademark 18
7.18 Hold Harmless 18
7.19 Insurance 18
7.20 Performance Bond 18
7.21 Events Beyond Control 18
7.22 Method of Award 19
7.23 Reciprocal Preference to be given by Public Agencies to Resident Bidders 19
7.24 Debarment 19
7.25 Technology Accessibility 19
Attachment A 20
Attachment B - Affidavit for Resident Bidder Status 21

1.0 DEFINITIONS

The term "Academic Year" when used herein is defined as the nine (9) calendar months beginning mid-August of each year and ending mid-May of the following year.

The terms "Addenda" or "Addendum" are defined as written or graphic instructions issued by Eastern Kentucky University prior to the receipt of Proposals that modify or interpret the Request for Proposal documents by addition, deletion, clarification, or correction.

The term "Competitive Negotiation" is defined as the method authorized in Kentucky Revised Statutes, Chapter 45A.085.

The terms "Contract" and "Resulting Contract" are used interchangeably and are defined as the official agreement and contract award resulting from the Successful Offeror's response to this Request for Proposal.

The terms "Contractor" or "Successful Offeror" are defined as the individual or entity receiving a contract award.

The term "Fiscal Year" when used herein is defined as the twelve (12) calendar months beginning July 1 of each year and ending on June 30 of the following year. The Contractor's year-to-date reports will coincide with the Fiscal Year of the University.

The terms "Offer" or "Proposal" are defined as the Offeror's response to this Request for Proposal.

The term "Offeror" is defined as the individual or entity submitting a Proposal.

The term "Purchasing Agency" is defined as Eastern Kentucky University, Division of Purchases & Stores, Room 117 Jones Building, 521 Lancaster Ave., Richmond, KY 40475.

The term "Purchasing Official" is defined as Eastern Kentucky University's designated contracting representative.

The term "Responsible Offeror" is defined as a person, company, or corporation with the capability in all respects to perform fully the contract requirements and with the integrity and reliability ensuring good faith performance.

The term "Solicitation" is defined as this Request for Proposal.

The term "University" is defined as Eastern Kentucky University.

2.0 GENERAL OVERVIEW

2.1 Intent and Scope

Eastern Kentucky University is seeking proposals for a University Public Safety Application to meet the needs of the University community. The University is interested in contracting for the provision of a smartphone safety application for students, faculty and staff. This service will provide mobile phone users the ability to contact emergency dispatch quickly and reliably.

The scope of services is further defined in Section 3.0.

2.2 University Information

Eastern Kentucky University is a comprehensive university serving approximately 16,000 students at the main Richmond, Kentucky campus, educational centers in Corbin, Danville, Lancaster and Manchester, and other sites in Kentucky. Michael T. Benson serves as the 13th President of the University. President Benson strongly believes the essential ingredients to the current and future success of our University is focusing on the 3Ps: People, Places, and Programs. Additional information about Eastern Kentucky University is available at www.eku.edu.

3.0 SCOPE OF SERVICES

3.1 General

The goal of the RFP is to procure a single application that will work on most major mobile devices. The application must work on most devices; including, but not limited to, smartphone and tablet devices with emphasis placed on IOS, Android and Windows devices.

The application is required to provide service both on campus and in the surrounding community by integrating with the operating practices of Eastern Kentucky University's Police Department. The users will be located on and off campus and will often transit between the two areas; therefore, the application must be able to identify and transmit their location to an intended recipient of the user's geographic location.

The application shall provide the ability for the user to contact 911 or University Police / Public Safety as appropriate to their location at any given time. The application must be capable of, at a minimum, allowing users to create a detailed profile about themselves, which will be transmitted to University Police / Public Safety, when emergency help is summoned by the user, to provide University Police / Public Safety with the best available information, as determined and maintained by the user, to assist University Officials in locating and helping the user. The application must be capable of allowing University Officials to send emergency notifications and timely warnings to the users, through the application, from University Police / Public Safety, if it is determined that such notifications are appropriate based on the nature and severity of the event triggering such notification or warning. The application must also allow users to text information, through the app, to University Police / Public Safety, to establish two way communication, in real time, between the user and University Police / Public Safety as a means of assisting deaf and hard of hearing users to access police and public safety services from their mobile devices.

Eastern Kentucky University's Total Enrollment for 2014 was 16,305 with On Campus Students accounting for 13,586 and Online Students accounting for 2,719. Currently, there are approximately, 2200 faculty/staff employed by Eastern Kentucky University.

3.2 Service Requirements

1. The Smartphone Safety App is expected to operate 24 hours a day, 365 days a year, regardless of whether classes are in session or students are on campus.
2. Company will be required to provide the University with detailed monthly reports of statistical information. This information could include: emergencies alerted, emergencies disarmed, locations emergencies occurred, categories of emergency situations reported, etc. Additional reporting information may be requested by the University during the course of the contract.
3. Company will provide the University with documentation on all available Application Programming Interfaces (APIs). APIs should allow the Smartphone Safety App to be integrated with other campus services such as the University's official mobile applications and allow access to emergency data which is collected by the company.
4. Company must agree to comply with all Eastern Kentucky University regulations regarding the confidentiality of all protected health information of all subjects of calls, as provided for by the Health Insurance Portability and Accountability Act (HIPAA) of 1996, if such data is required by the Smartphone Safety App, as well as documentation of all emergencies recorded.
5. Company agrees to keep all maintenance and service records pertaining to their Smartphone Safety App, permitting the university access to said records upon reasonable request.
6. Company will periodically perform and document results of scheduled tests to ensure the network and any dispatching centers are working correctly, permitting the university access to such documentation upon reasonable request.
7. The Successful Vendor shall not advertise or publish information concerning the Agreement without prior written consent of the University. The University shall not unreasonably withhold permission.
8. The Company selected to provide a Smartphone Safety App will enter into a Contract for Services with the University. A sample of the contract is provided as Exhibit A.

4.0 PROPOSAL REQUIREMENTS

4.1 Key Event Dates

RFP issued by University	6/16/2015
Notification by Offeror of intent to respond to RFP	6/30/2015
Deadline for written questions from Offeror	6/30/2015
Proposal due from Offeror	7/21/2015
Contract award by University	TBD
Contract effective	TBD

Note: All dates are estimated. Any change in dates will be announced to all parties.

4.2 Offeror Communication

To ensure that RFP documentation and any subsequent information (modifications, clarifications, addenda, etc.) is directed to the appropriate primary contact person with the Offeror, each Offeror who intends to participate in this RFP is required to provide immediately the following information to the Purchasing Official:

Name of primary contact
Mailing address of primary contact
Telephone number of primary contact
Fax number of primary contact
Email address of primary contact
Secondary contact person(s) including all information above

This information shall be transmitted electronically to:

Andrea Cashell
Division of Purchases & Stores
Eastern Kentucky University
Jones Building, Room 117
521 Lancaster Avenue
Richmond, KY 40475
Phone: (859) 622-2246
Fax: (859) 622-2047
Email: andrea.cashell@eku.edu

Note: All communication with the University regarding this RFP shall be directed only to the University Purchasing Official listed above.

4.3 Questions

All questions should be submitted in writing to Andrea Cashell, Purchasing Officer, no later than June 30, 2015, 5pm, ET. Please submit questions electronically to: andrea.cashell@eku.edu

4.4 Mandatory Pre-Proposal Conference

A mandatory pre-proposal conference is not needed for this RFP.

4.5 Offeror Presentations

Offerors may be requested to appear before the University evaluation committee to discuss and explain their proposal and to respond to questions from the Committee. The Committee reserves the right to request additional information.

Offerors are prohibited from electronically recording these meetings.

Note: Temporary parking permits are available thru ECU Parking and Transportation, Mattox Hall, Ste. A, 521 Lancaster Avenue, Richmond, KY 40475, 859-622-1063. Please request parking permits at least 72 hours prior to campus visits.

4.6 Preparation of Proposal

Offerors are expected to follow all specifications, terms, conditions, and instructions in this RFP.

Offerors will furnish all information required by this Solicitation. Offerors will sign and return the Authentication of Proposal and Statement of Non-collusion and Non-conflict of Interest form (page 2 of this RFP) and print or type the primary contact name, firm, address, telephone number and date. The

person signing the Offer must initial erasures or other changes. An offer signed by an agent is to be accompanied by evidence of his or her authority unless such evidence has been previously furnished to the Purchasing Official. The signer shall further certify that the proposal is made without collusion with any other person, persons, company, or parties submitting a proposal, that it is in all respects fair and in good faith without collusion or fraud, and that the signer is authorized to bind the Offeror.

Proposals should be prepared simply and economically, providing a description of the Offeror's capabilities to satisfy the requirements of the Solicitation. Emphasis should be on completeness and clarity of content. Each copy of the Proposal should be bound in a single volume, where practical. All documentation submitted with the proposal should be bound in a single volume, except as otherwise specified.

Any Proposal containing terms and conditions not in conformity with the statutes of the Commonwealth of Kentucky may be rejected.

Note: Eastern Kentucky University, as an agency of the Commonwealth of Kentucky, is prohibited from entering into contracts that require the University to indemnify the other party.

4.7 Proposed Deviations from the Request for Proposal

The stated requirements appearing elsewhere in this RFP shall become a part of the terms and conditions of any resulting contract. Any and all deviations must be specifically defined in accordance with the Transmittal Letter, Section 5.3. If accepted by the University, deviations shall become part of the contract, but such deviations must not be in conflict with the basic nature of this RFP.

Offerors may submit more than one alternative proposal, each of which must comply with proposal response guidelines and satisfy the requirements of this RFP. The Offeror's primary proposal must be complete and comply with all instructions. Alternative proposal(s) may be in abbreviated form following the proposal response guidelines, providing complete information for sections that differ in any way from sections contained in the Offeror's primary proposal. If alternative proposal(s) are submitted, the Offeror must explain reasons for the alternative(s) and comparative benefits. Each proposal submitted will be evaluated on its own merit.

4.8 Proposal Submission and Deadline

Offeror must provide one (1) original and fourteen (14) printed copies, and one (1) electronic copy saved on a jump drive of each proposal. The Proposal and copies must be delivered under sealed cover prior to 2:00 PM, July 21, 2015.

Deliver to:

Andrea Cashell
Division of Purchases & Stores
Eastern Kentucky University
Jones Building, Room 117
521 Lancaster Avenue
Richmond, KY 40475

Proposals shall be enclosed in sealed envelope(s) and must clearly show the closing date and time specified, the Solicitation number, and the name and address of the Offeror on the face of the envelope(s). Please indicate which envelope contains the original Proposal.

Note: Proposals received after the closing date and time will not be considered.

Note: In accordance with Kentucky Revised Statute 45A.085 and 200 KAR 5, there will be no public opening of Proposals. All Proposals will be kept confidential until such time that a contract is awarded. After a contract is awarded, all Proposals will become public record, as described herein.

4.9 Addenda

Any Addenda or instructions issued by the Purchasing Official prior to the proposal deadline shall become a part of this RFP. Such Addenda shall be acknowledged in the Proposal. No instructions or changes shall be binding unless documented by a proper and duly issued addendum.

4.10 Offeror Response and Proprietary Information

The RFP specifies the format, required information, and general content of Proposals submitted in response to this request. The University will not disclose any portion of any Proposal prior to contract award to anyone outside the Division of Purchases & Stores, the University's administrative staff, representatives of the State or Federal Government, if required, and the members of the University evaluation committee. After a contract is awarded in whole or in part, the University shall have the right to duplicate, use, or disclose all Proposal data submitted by Offerors in response to this RFP as a matter of public record.

Any submitted Proposal shall remain a valid proposal six (6) months after the due date.

4.11 Restrictions on Communications with University Staff

From the issue date of this RFP until a contract award is made, Offerors are strictly forbidden to communicate about the subject of the RFP with any University administrator, faculty, staff, or member of the University's Board of Regents. Offerors may communicate only with the Purchasing Official named herein, or other persons authorized in writing by the Purchasing Official.

The University reserves the right to reject the Proposal from any Offeror violating this provision.

4.12 Cost of Preparing Proposal

Costs for developing the Proposals and any subsequent activities prior to contract award are solely the responsibility of the Offeror. Eastern Kentucky University will provide no reimbursement for such costs.

4.13 Disposition of Proposals

All Proposals become the property of Eastern Kentucky University. The successful Proposal will be incorporated by reference into the resulting contract.

4.14 Section Titles in the Request for Proposal

Titles of paragraphs used herein are for the purpose of facilitating ease of reference only and shall not be construed to infer a contractual construction of language.

4.15 Proposal Addenda and Rules for Withdrawal

Prior to the date specified for receipt of Proposals, a submitted Proposal may be withdrawn by the Offeror. The Offeror must submit a duly signed, written request for withdrawal to the Purchasing Official. Unless requested by the University, the University will not accept revisions or alterations to Proposals after the proposal due date.

4.16 Acceptance or Rejection of Proposals

The University will review all properly submitted Proposals. The University reserves the right, in its best interests, to reject all Proposals, to reject any proposal that does not meet mandatory requirements, to request amendment to Proposal(s), or to cancel entirely the RFP.

Grounds for rejection of proposals include, but are not limited to 1) failure of a Proposal to conform to the essential requirements of the RFP; 2) A Proposal imposing conditions that would significantly modify the terms and conditions of the Solicitation or limit the Offeror's liability to the University under the Resulting Contract on the basis of such Solicitation; 3) failure of the Offeror to appropriately sign the RFP as a part of the Proposal, including the Authentication of Proposal, Statement of Non-collusion and Non-conflict of Interest statements; and 4) A Proposal received after the closing date and time specified in the RFP.

The University also reserves the right to waive minor technicalities or irregularities in Proposals providing such action is in the best interest of the University. Such waiver shall in no way modify the RFP requirements or excuse the Offeror from full compliance with the RFP specifications and other Resulting Contract requirements if the Offeror is awarded the Contract.

4.17 Kentucky Educational Purchasing Cooperative

Offerors shall indicate if they are willing to extend any contract resulting from this solicitation to the members of the Kentucky Educational Purchasing Cooperative. Members include; University of Kentucky, University of Louisville, Western Kentucky University, Northern Kentucky University, Murray State, Morehead State and Kentucky State. Please include detailed information regarding any differences, if any, in the service or pricing for each institution.

5.0 PROPOSAL FORMAT AND CONTENT

5.1 Proposal Information and Criteria

The following list specifies the items to be addressed in the Proposal. Please read the list carefully and address it completely and in the order presented to facilitate the University's review of the proposal. Proposals should be organized into the sections identified. The content of each section is further described below.

- Signed Authentication of Proposal and Statement of Non-Collusion and Non-Conflict of Interest Form (See page 2)
- Completed Vendor Taxpayer ID form
- Completed Reciprocal Preference Affidavit (if applicable)
- Transmittal Letter
- Executive Summary and Proposal Overview
- Offeror Qualifications
- Program Plan – Services Defined
- References and Past Experience
- Financial Proposal
- Optional Services

5.2 Signed Authentication of Proposal and Statements of Non-Collusion and Non- Conflict of Interest Form

The Offeror will sign, print or type name, firm, address, telephone number, date, and return page 2 of this RFP. The signer on page 2 will be required to initial subsequent erasures or other changes. A

Proposal signed by an agent must be accompanied by evidence of authority unless such evidence has been previously furnished to the Purchasing Official. The signatory shall further certify that the Proposal is made without collusion with any other person, persons, company or parties submitting a Proposal, that it is in all respects fair and in good faith without collusion or fraud, and that the signer is authorized to bind the Offeror.

5.3 Transmittal Letter

The Transmittal Letter accompanying the RFP shall be in the form of a standard business letter and shall be signed by an individual authorized to legally bind the Offeror. The transmittal letter shall include:

- 1) A statement referencing all Addenda to this RFP issued by the University and received by the Offeror. If no Addenda have been received, a statement to that effect should be included.
- 2) A statement that the Offeror's Proposal shall remain valid six (6) months after the due date.
- 3) A statement that the Offeror will accept financial responsibility for all travel expenses incurred for oral presentations (if required) and candidate interviews.
- 4) A statement that summarizes any deviations or exceptions to the RFP requirements, including a detailed justification for the deviation or exception.

5.4 Executive Summary and Proposal Overview

The Executive Summary and Proposal Overview shall condense and highlight the contents of the technical proposal in such a way as to provide the evaluation committee with a broad understanding of the entire Proposal.

5.5 Offeror Qualifications

Provide brief narrative of the Company's history, expertise and financial viability. Including but not limited to:

- Legal name, e.g. "ABC Group, Inc."
- State of Incorporation
- Business address for purposes of administering the License Agreement
- A description of your corporate organization, e.g. parent corporation, subsidiaries, affiliated companies, distributors or wholly-owned franchises and how any particular group of companies will be involved in the Offeror's administration of any contract resulting from this RFP.
- Provide a copy of audited financial statements for the three (3) most recent fiscal years for both the Offeror's corporate offices, as well as those of the local distributor.
- Identify any litigation or claim brought against your company within the last seven (7) years, which might reflect adversely on your company's professional image or ability in relation to providing services sought in this RFP.
- Is your company currently for sale or involved in any transaction to expand or to become acquired by or merged with another organization? If so, please explain. Has your company been involved in any reorganization, acquisition or merger within the last two (2) years? If so, please explain.
- Is Offeror currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, Offeror shall specify the pertinent date(s), details, circumstances, and describe the current prospects for resolution.
- Does Offeror have any relationship with an Eastern Kentucky University member of the Board of Regents, employee, or other representative of the University? If so, please explain in detail any potential or perceived potential conflict of interest for either the Offeror or University.

- Please include any other relevant financial information about your company that will aid the University in evaluating the Company, its financial viability and its ability to appropriately service the University.

Please complete, sign, and include Attachment A, Vendor Taxpayer Identification form and Attachment B, Affidavit (if applicable, with Proposal).

5.6 Program Plan – Services Defined

Provide a brief narrative of how Offeror proposes to accomplish services described in this RFP. The Proposal shall, at a minimum, meet all mandatory services described in Section 3.0.

Please provide examples and exhibits of reports that will be made available to the University.

5.7 References and Past Experience

Offeror shall supply the names, addresses, telephone numbers and complete contact information of three (3) references for which work has been accomplished within the last three (3) years. Include a complete description of the type of service(s) provided. References should be relevant with regard to the scope of services outlined in this RFP. By submitting a Proposal, the Offeror grants permission to the University to contact references.

5.8 Financial Proposal

Offerors are to provide a fixed price for the services offered.

Offerors must provide support for your firm fixed price bid.

Provide detailed costs to provide the public safety application for all students (approximately 16,000) and a separate price for all faculty and staff (approximately 2200). List the initial cost of the service and any projected increases after the initial year of the contract for the additional five years.

Detail the cost for students as one line item and the cost for faculty and staff as a second line item

5.9 Optional Services

Fully describe and explain any optional services that Offeror will provide that are not part of the mandatory services.

6.0 EVALUATION CRITERIA PROCESS

The University's evaluation of each proposal will be based upon the information provided in the Proposal, additional information requested by the University, information obtained from references and independent sources, and formal presentations, if requested. The University evaluation committee will evaluate proposals in accord with the requirements and criteria set forth in this Solicitation, including any Addenda issued. The University may award the Contract to the Successful Offeror submitting the Proposal determined to be the most advantageous to the University.

Primary Criteria include:

Offeror Qualifications

Program Plan – Services Defined
References and Past Experience
Financial Proposal

Secondary Criteria include:

Optional Services

Note: Proposals must contain responses to each of the criteria listed in Section 5.0 even if Offeror's response cannot satisfy those criteria. A Proposal may be rejected if in the sole judgment of the University it is deemed to be conditional or incomplete.

7.0 SPECIAL CONDITIONS AND CONTRACT TERMS

7.1 Effective Date

The effective date of the Contract is to be determined.

7.2 Contract Term

The Contract resulting from this RFP and the Successful Offeror's Proposal shall have an initial term of the award date through June 30, 2016. The Contract shall be renewable on an annual basis for up to four (4) consecutive one (1)-year renewal periods. The total contract period will not exceed five (5) years, subject to KRS 45A.145. Annual renewal will be contingent upon the University's satisfaction with the services performed and the overall performance of the Contractor.

The University reserves the right to renegotiate any term and/or condition as may be necessary to meet requirements for any renewal period. The Successful Offeror will be advised of any proposed revisions prior to the renewal period.

7.3 Competitive Negotiation

It is the intention of the Request for Proposal (RFP) to enter into competitive negotiation as authorized by KRS 45A.085 and 200 KAR 5:307.

Offeror(s) selected to participate in negotiations may be given an opportunity to submit a best and final offer to the University. All information received prior to the deadline for the best and final offer will be considered part of the Offeror's best and final offer.

7.4 No Contingent Fees

No person or selling agency shall be employed or retained or given anything of monetary value to solicit or secure the resulting contract, except bona fide employees of the Offeror or bona fide established commercial or selling agencies maintained by the Offeror for the purpose of securing business. For breach or violation of this provision, the University shall have the right to reject the proposal, annul a resulting contract without liability, or, at its discretion, deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage, contingent fee or other benefit.

7.5 Contract Changes

No modification or change of any provision in the Contract shall be made, unless such modification is mutually agreed to in writing by the Contractor and the duly authorized University Representative and incorporated as a written amendment to the Contract. Memoranda of understanding and correspondence shall not be interpreted as amendments to the Contract.

7.6 Entire Agreement

The RFP shall be incorporated into any Contract. The Contract, including the RFP and those portions of the Offeror's response accepted by the University, shall become the entire agreement between the parties.

7.7 Governing Law

Contractor shall conform to and observe all laws, ordinances, rules and regulations of the United States of America, the Commonwealth of Kentucky, and all other local governments, public authorities, boards or offices relating to the services provided. This Agreement shall be governed by Kentucky law and any claim relating to this Contract brought by Contractor shall only be brought in the Franklin Circuit Court.

7.8 Termination of Contract

7.8.1 Termination Provisions

The Contract shall be subject to the following termination provisions without prejudice to any other right or remedy. The Contract may be terminated by the University for 1) default by the successful Offeror, 2) for Offeror's insolvency or unavailability of funds, or 3) for convenience.

In case of termination of the Contract, it shall be incumbent on the Contractor to continue operations until relieved by a successor Contractor.

7.8.2 Termination for Default

A default in performance by Contractor for which a Contract may be terminated may include, but shall not be limited to, failure to perform the Contract according to its terms, conditions, and specifications, and failure to diligently perform the work under the Contract.

The University shall not be liable for any further payment to Contractor under a Contract terminated for default after the date of notice to Contractor of such default as determined by the Purchasing Official, except for work performed at the request of the University until a successor Contractor is named.

7.8.3 Termination for Contractor Insolvency or Unavailability of Funds

In the event of insolvency, unavailability of funds, or the filing of a petition of bankruptcy by or against the Contractor, the University shall have the right to terminate the Contract upon the same terms and conditions as a termination for default.

7.8.4 Termination for Convenience

If it is determined to be in the University's best interest to do so, the Contract may be terminated, upon ninety (90) days notice, at the convenience of the University.

7.8.5 Procedure for Termination

Upon delivery by certified mail to Contractor of a Notice of Termination specifying the nature of the termination, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective, the Contractor shall stop work under the Contract on the date and to the extent specified in the Notice of Termination, except where

Contractor is notified to continue work until Contractor can be relieved by a successor Contractor.

7.9 Employment Practices

7.9.1 Non Discrimination

Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, veteran's status, or disability. Contractor must take affirmative action to ensure that employees, as well as applicants for employment, are treated without discrimination because of their race, color, religion, sex, national origin, age, veteran's status, or disability. Such action shall include, but is not limited to, recruitment, hiring, placement, promotion, transfer, training and apprenticeship, compensation, layoff, termination, and physical facilities. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this clause.

7.9.2 Executive Order 11246

Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, national origin, and age, veteran's status or disability. Contractor shall comply with the nondiscrimination clause contained in Federal Executive Order 11246, relative to Equal Employment Opportunity for all persons with regard to race, color, religion, sex, national origin, and the implementation of rules and regulations prescribed by the Secretary of Labor and with Title 41 Code of Federal Regulations, Chapter 60. Contractor shall comply with all related Commonwealth of Kentucky laws and regulations.

7.9.3 Title 20

Contractor shall comply with the regulations issued by the Secretary of Labor of the United States in Title 20, Code of Federal Regulations, Part 741, pursuant to the provisions of Executive Order 1178 and the Federal Rehabilitation Act of 1973.

7.9.4 Other Acts

Contractor shall comply with the Civil Rights Act of 1964, any amendments thereto, and the rules and regulations there under; Section 504 of Title V of the Vocational Rehabilitation Act of 1973 as amended; and the Kentucky Civil Rights Act.

Contractor shall comply with the Americans with Disabilities Act of 1990.

7.9.5 Future Acts, Laws, and Regulations

Contractor shall comply with any future federal acts, laws, and regulations, and Kentucky state acts, laws, and regulations as they relate to employment programs when such acts, laws, and regulations become effective.

7.10 Conflict of Interest

No official or employee of Eastern Kentucky University and no other public official of the Commonwealth of Kentucky or the federal government who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the Contract shall, prior to completion of the Contract, voluntarily acquire any personal interest, direct or indirect, in this Contract or proposed Contract.

Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of the Contract no person having any such known interests shall be employed.

7.11 Severability

If any provision or provisions of the RFP, responses to the RFP, any Contract or personal service contract, or similar document executed as a result of this RFP shall be deemed invalid or unenforceable in whole or in part, these documents shall be deemed amended to thereof in order to render it valid and enforceable.

7.12 Contract Administrator

All notices, requests and other communications that a party to any Contract, personal services contract, or similar document executed as a result of this RFP is required or elects to deliver shall be in writing and shall be delivered personally, by facsimile (provided such delivery is confirmed), by email clearly identifying the source of notice, or by recognized overnight courier service to the other party at the address set forth below, or to such other address as such party may hereafter designate by notice given pursuant to this section.

Upon award of Contract, the sole point of contact for administration of the Contract will be:

Andrea Cashell
 Division of Purchases & Stores
 Eastern Kentucky University
 117 Jones Building, CPO 8A
 521 Lancaster Avenue
 Richmond, KY 40475
 (859) 622-2246
 (859) 622-2047 (fax)
andrea.cashell@eku.edu

Copy to:
 University Counsel
 Eastern Kentucky University
 346 Whitlock Building, CPO 61
 521 Lancaster Avenue
 Richmond, KY 40475
 (859) 622-6693
 (859) 622-8030

7.13 Prime Contractor Responsibility

Any Contract resulting from the RFP shall specify that the Contractor is solely responsible for fulfillment of the Contract with the University.

7.14 Assignment and Subcontracting

The Contract is not assignable by the Contractor, either in whole or in part. No portion of work shall be subcontracted without prior written consent of Eastern Kentucky University.

7.15 Permits, Licenses, Taxes, and Registration

Contractor shall secure all necessary permits, licenses, and registrations and abide by all applicable laws, regulations, and ordinances of the United States, the Commonwealth of Kentucky, and any political subdivision(s) in which work under this Contract is performed.

Contractor shall pay any sales, use, local, and personal property taxes arising from this Contract. Any taxes on the services delivered pursuant hereto shall be borne by the Contractor. For out-of-state corporate Offerors, this includes registration as a foreign corporation pursuant to KRS 14A.9-010—14A.9-090.

7.16 Attorneys' Fees

In the event that either party deems it necessary to take legal action to enforce any provision of a Contract, the University and Contractor agree to pay their own respective expenses of such action, including attorney's fees and costs at all stages of litigation as set by the court or hearing officer.

7.17 Patents, Copyrights, and Trademark

The Contractor shall protect the University from any and all damages or liability arising from alleged infringements of patents, copyrights or trademarks.

7.18 Hold Harmless

Contractor agrees to indemnify, defend, and hold harmless Eastern Kentucky University, its officers, agents, and employees from any claims for losses for service rendered by Contractor, person, or firm performing or supplying services in connection with performance of the Contract; any claims or losses to any person or firm injured or damaged by the erroneous or negligent acts of Contractor, its officers or employees in the performance of the Contract, any claims or losses resulting to any person or firm injured or damaged by Contractor, its officers or employees by the publication, translation, reproduction, delivery, performance, use, or disposition of any data processed under the Contract in a manner not authorized by the Contract, or by federal or Commonwealth of Kentucky regulations, laws, and statutes, and any failure of Contractor, its officers or employees to observe Commonwealth of Kentucky regulations, laws, and statutes, including but not limited to labor laws, minimum wage laws, and other applicable regulations, laws, and statutes.

7.19 Insurance

Contractor shall procure and maintain, at its expense, the following minimum insurance coverage insuring all services, work activities, and contractual obligations undertaken in this Contract. These insurance policies must be with insurers acceptable to Eastern Kentucky University.

Workers' Compensation	\$1,000,000
General Liability	\$1,000,000
Excess Liability	\$1,000,000
Business Automobile Liability	\$1,000,000 (each occurrence, any auto owned, non-owned, hired, or borrowed)

Contractor agrees to furnish Certificates of Insurance for each insurance policy to the Purchasing Official. Eastern Kentucky University, its regents, and employees must be added as Additional Insured on the General Liability and Contractor Errors and Omissions Liability policies with regard to the scope of this Contract. Any deductibles or self-insured retentions in the insurance policies must be paid by and are the sole responsibility of the Contractor. Coverage is to be primary and non-contributory with other coverage, if any, purchased by the University. All required insurance policies must include a Waiver of Subrogation in favor of Eastern Kentucky University, its regents, and employees.

7.20 Performance Bond

A performance/fidelity bond is not required for this RFP and resulting contract.

7.21 Events Beyond Control

Anything herein to the contrary notwithstanding, the University shall not be liable or responsible for any failure to furnish the services set forth in this RFP and the Contract, occasioned by strike or other work

stoppage, federal, state or local government action, breakdown or failure of apparatus, equipment or machinery employed in supplying services, any temporary stoppage for the repair, improvement, or enlargement thereof, or any act or condition beyond its reasonable control.

7.22 Method of Award

It is the intent of the University to award a Contract to the qualified Successful Offeror whose offer, conforming to the conditions and requirements of the RFP, is determined to be the most advantageous to the University, cost and other factors considered. The method of determining the best offer is detailed in Section 6.0.

Notwithstanding the above, this RFP does not commit the University to contract for any requirements detailed in this document. The University reserves the right to reject any or all offers and to waive formalities and minor irregularities in the Proposal(s) received.

7.23 Reciprocal Preference to be given by Public Agencies to Resident Bidders

In accordance with KRS 45A.494, a resident Offeror of the Commonwealth of Kentucky shall be given a preference against a non-resident Offeror. In evaluating proposals, the University will apply a reciprocal preference against an Offeror submitting a proposal from a state that grants residency preference equal to the preference given by the state of the nonresident Offeror. Residency and non-residency shall be defined in accordance with KRS 45A.494 (2) and 45A.494 (3), respectively. Any Offeror claiming Kentucky residency status shall submit with its proposal Attachment B, a notarized affidavit affirming that it meets the criteria as set for in the above referenced statute.

7.24 Debarment

Offeror's signature on this solicitation response certifies that the Offeror, and where applicable subcontract vendor, or any other person performing service under this agreement (a) is not now nor have ever been excluded, suspended, debarred or otherwise deemed ineligible to participate in governmental procurement or other programs (b) and if disbarred, suspended or excluded during the life of the contract, the vendor will notify the University buyer of record within seventy two(72) hours of the vendor becoming aware of the governmental ineligibility.

7.25 Technology Accessibility

Offeror warrants that it complies with Kentucky and federal disabilities laws and regulations. Offeror hereby warrants that the products or services to be provided under this contract comply with the accessibility requirements of section 508 of the Rehabilitation Act of 1973, as amended (29 U.S. C.794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194. Offeror agrees to promptly respond to and resolve any complaint regarding accessibility of its products and services. Offeror further agrees to indemnify and hold harmless the University from any claims arising out of its failure to comply with aforesaid requirements. Failure to comply with these requirements shall constitute a material breach and be grounds for termination of this.

7.26 Kentucky Educational Purchasing Cooperative

The University is desirous of an option to extend the contract resulting from this RFP to members of Kentucky Educational Purchasing Cooperative (KEPC). Members of KEPC are:

- Morehead State University
- Murray State University
- Northern Kentucky University
- Western Kentucky University
- Kentucky State University

- University of Louisville
- University of Kentucky

Is your company willing to extend this contract to members of KEPC?

____yes

____no

Attachment A – Taxpayer Identification Number Request

Eastern Kentucky University requires a Federal Tax Identification number or Social Security number for all vendors or persons doing business with the University in order to comply with Federal Regulations and tax reporting requirements. Please take a few minutes to fill out this information and return to us to ensure prompt payment of your invoices. Thank you for the valuable service you have provided Eastern Kentucky University, and we look forward to a long and lasting relationship. IF SENDING A W-9, PLEASE RETURN THIS FORM ALSO. For your convenience, you may return the information one of the following ways:

FAX: Vendor File @ 859-622-2047
EMAIL: andrea.cashell@eku.edu

Mail: Purchasing Division
Eastern Kentucky University
Jones 117, CPO 6A
521 Lancaster Avenue

Eastern Kentucky
University
22

Phone # (859)622-2246 Richmond, Kentucky 40475

Please type or print legibly

VENDOR INFORMATION

Name of Firm * (Company or Individual)	Phone Number *	Make Checks Payable To *
Address *	Fax Number *	Payment Address *
Address	Web Site Address or E-mail	Payment Address
Address	Vendor Representative	Name on Invoice *
City * State * Zip*	Federal Tax ID Number **	Social Security Number **
Willing to accept ACH payments * Yes <input type="checkbox"/> No <input type="checkbox"/>	Willing to accept credit card payments*	Payment Terms *
Bank Name & Routing # _____ Bank Account # _____	Yes <input type="checkbox"/> No <input type="checkbox"/>	

* required fields

**Federal Tax ID Number- This field *must* be completed if "Name of Firm" is a company name.

Social Security Number- This field *must* be completed if "Name of Firm" is an individual's name.

***REGISTRATION**
Any foreign corporation (outside the State of Kentucky) must obtain a certificate of authority from the Secretary of State as is required by KRS 271B.15-010 & KRS 014A.06.010

- Certificate #: _____ (<https://secure.kentucky.gov/sos/fibr/Welcome.aspx>)
- Claimed exemption: _____

Any "person" (business or individual) making retail sales in the state are to be registered to collect Kentucky sales and use tax. If the foreign individual (or business) is making retail sales they should be registered for Kentucky sales and use tax purposes by completing a Tax Registration Application (form 10A100), available at the link below. If they are under contract to perform services that do not include the sale of tangible personal property or digital property, or do not perform services subject to tax per KRS 139.200 (such as admissions, provision of telecommunication services, sewer services, and so on), then they are not required to register KRS 139

- Consumer Use Tax Account number: _____ (<http://revenue.ky.gov/>)
- Sales Tax Account Number: _____

CERTIFICATION
Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me) **and**
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, **and**
3. I am a U. S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholdings because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct Taxpayer Identification Number.

Signature of U.S. Person _____ Date _____

Type of Ownership (Check Appropriate Box(es)) *		Business Classification (Check Appropriate Box(es)) *	
<input type="checkbox"/> (01) Individual/Sole Proprietorship	<input type="checkbox"/> (05) Non-Resident Alien	<input type="checkbox"/> (SM) Small Business	<input type="checkbox"/> (SD) Small Disadvantaged Business
<input type="checkbox"/> (02) Partnership	<input type="checkbox"/> (06) Exempt from backup withholding	<input type="checkbox"/> (LG) Large Business	<input type="checkbox"/> (GA) Government Agency
<input type="checkbox"/> (03) Corporation-Incorporated in (State) _____	<input type="checkbox"/> Other: _____	<input type="checkbox"/> (CT) In County	<input type="checkbox"/> (NP) Non-Profit
<input type="checkbox"/> (04) Non-profit/Education		<input type="checkbox"/> (MN) Minority Owned	<input type="checkbox"/> (AL) Alumni Owned
		<input type="checkbox"/> (WO) Women Owned	<input type="checkbox"/> (HZ) Hub Zone Small Business
			<input type="checkbox"/> Other (Specify) _____

*Business Classification Reference Links: www.ccr.gov/sizestandard.asp, <https://eweb1.sba.gov/hubzone/internet/general/whoware.cfm>, and <http://app1.sba.gov/faqs/faqindex.cfm?areaID=11>

Printed Name of Authorizing Official: _____

Authorized Signature: _____ Date: _____

Attachment B - Affidavit for Resident Bidder Status

Solicitation #: _____

REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS CLAIMING RESIDENT BIDDER STATUS

FOR BIDS AND CONTRACTS IN GENERAL:

The bidder or offeror hereby swears and affirms under penalty of perjury that, in accordance with KRS 45A.494(2), the entity bidding is an individual, partnership, association, corporation, or other business entity that, on the date the contract is first advertised or announced as available for bidding:

- 1. Is authorized to transact business in the Commonwealth;
- 2. Has for one year prior to and through the date of advertisement
 - a. Filed Kentucky corporate income taxes;
 - b. Made payments to the Kentucky unemployment insurance fund established in KRS 341.49; and
 - c. Maintained a Kentucky workers' compensation policy in effect.

The BIDDING AGENCY reserves the right to request documentation supporting a bidder's claim of resident bidder status. Failure to provide such documentation upon request shall result in disqualification of the bidder or contract termination.

Signature Printed Name

Title Date

Company Name _____

Address _____

Subscribed and sworn to before me by _____
(Affiant) (Title)

of _____ this ____ day of _____, 20 ____
(Company Name)

Notary Public

[seal of notary] My commission expires: _____

Appendix B



EASTERN KENTUCKY UNIVERSITY
Serving Kentuckians Since 1906

Student Government Association
Phone: (859) 622-1724
Fax: (859) 622-8154

132 Powell Student Center
521 Lancaster Avenue
Richmond, Kentucky 40475-3102
www.sga.eku.edu

SEN 1516 002

An Act Concerning LiveSafe Application Funding

- Whereas, The Eastern Kentucky University Student Government Association has been established to improve the quality and safety of students' experience at Eastern Kentucky University; and,
Whereas, The Information Technology Committee of the Student Government Association is responsible for the use of technology that will improve students' experiences and safety at Eastern Kentucky University; and,
Whereas, A special committee of faculty, staff, administration, and the Student Government Association President of Eastern Kentucky University spent countless hours of research in search of a smartphone application to improve the safety of students' experiences at Eastern Kentucky University; and,
Whereas, The committee went through an extensive RFP process, it ultimately determined that the most compatible and well-suited option for the Student Body at Eastern Kentucky University was LiveSafe; be it therefore,
Enacted, That the Student Government Association of Eastern Kentucky University be awarded \$27,500 per year for the next two years in order to fund the acquisition of the student safety application LiveSafe out of the Student Technology Fund administered by the Information Technology Committee.

Sponsored by:

Presented to Senate: 09/15/2015
Action by Senate: Passed
Action by the President: 09/15/2015

[Signature of Evan Singleton]

Evan Singleton, Chair of Information Technology

[Signature of Collin Potter]

Collin Potter, Executive Vice President

[Signature of Katie Scott]

Katie Scott, Student Body President

[X] Passed [] Vetoed [] Passed without Endorsement

