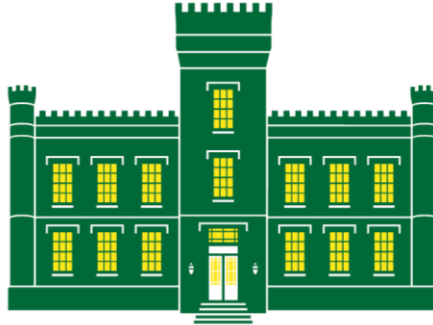


**KENTUCKY STATE UNIVERSITY
REQUEST FOR PROPOSAL (RFP) FOR
EMPLOYEE RETENTION TAX CREDIT (ERTC)
RESEARCH AND PREPARATION SERVICES
RFP 25-02**



**KENTUCKY STATE
UNIVERSITY**

Issue Date: July 12 , 2024, 2024

Closing Date and Time: August 9, 2024 3:00 p.m.

(See Section 10.7 of this RFP for the Estimated Schedule of RFP Activities)

**Issued by:
Fran Pinkston, Purchasing Director
Kentucky State University
Academic Services Building (ASB), Suite 429
400 East Main Street
Frankfort, KY 40601
502-597-6434**

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SECTION 10 – PURPOSE, OVERVIEW & SCHEDULE

10.1 Purpose

The purpose of this Request for Proposal (RFP) is to solicit proposals for competitive negotiations pursuant to 200 KAR 5:307. Kentucky State University is seeking one (1) qualified firm to identify and determine eligibility for the Employee Retention Tax Credits (“ERTC”) provided for in Section 2301 of the Coronavirus Aid Relief and Economic Stimulus Act (“CARES Act”) as amended by Consolidated Appropriations Act and the American Rescue Act, as well as any future legislation that extends availability of such ERTC to Q4 of 2021 during the term of service.

A contract, based on this RFP, may or may not be awarded. Any contract awarded from this RFP is invalid until approved and executed by Kentucky State University and approved by the Kentucky State Board of Regents, if applicable, and/or the Government Contract Review Committee, if applicable.

10.2 Access to Solicitation, RFP and Addenda

The University invites each prospective vendor to have full and complete information on which to base a proposal response. Only information presented or referred to in this RFP and any additional written information that is supplied by the Kentucky State University Buyer shall be used by vendors in preparing the response. The solicitation, addenda, and attachments shall be posted to the Kentucky State University Web site at: <https://www.kysu.edu/finance-and-administration/purchasing/bid-opportunities.php>

10.3 RFP Terminology

For the purpose of this RFP, the following terms may be used interchangeably:

- Proposer, Offeror, Contractor, Provider, or Vendor
- Buyer, Purchaser, or Contract Officer
- RFP, Solicitation, or Procurement
- Bid, Proposal, or Offer
- Kentucky State University, KSU, University

For the purpose of this RFP, the following terms are defined:

- “Fiscal Year” shall be defined as the twelve (12) calendar months beginning July 1 of each year and ending on June 30 of the following year.
- Academic Year is defined as the nine (9) calendar months beginning mid-August of each year and ending mid-May of the following year.
- Requirements that include the words “Shall”, “Will”, “Must” indicate a mandatory requirement.

10.4 Restrictions on Communications

The Kentucky State University Buyer named on the Cover Sheet of this RFP shall be the sole point of contact throughout the procurement process. All communications, oral and written (regular, express, or electronic mail, or fax), concerning this procurement shall be addressed to the Buyer.

The University shall reserve the right to disqualify the vendors’ proposal response if the communication restriction clause is violated.

10.5 Written Questions Regarding this RFP

Vendors are encouraged to submit written questions pursuant to Section 10.7 of this RFP. Should a vendor object to any of Kentucky State University's standard terms and conditions or provisions of the solicitation, that vendor must specifically identify the deviation and must propose specific alternative language that could be acceptable to the University. Vendors must include a brief statement of the purpose and impact, if any, for each proposed change in addition to the specific proposed alternate wording. General references to the vendor's terms and conditions or attempts at complete substitutions are not acceptable. Deviations shall not be in conflict with the basic nature of this solicitation. Kentucky State University reserves the right to reject any and/or all deviations in whole or in part. Vendors must submit deviations pursuant to the schedule in Section 10.7 of this RFP.

Written questions and deviations shall be submitted to the Kentucky State University Buyer via email at Frances.Pinkston@kysu.edu. **Vendors should submit questions on Attachment B - Vendors Question Form.**

No questions or deviations shall be accepted after the date(s) listed in Section 10.7 unless the question(s) or deviation(s) is considered material to the procurement. The Kentucky State University Buyer shall respond to salient questions in writing by issuing an addendum to the solicitation. Any addendum will either incorporate acceptable deviations into solicitation, indicate the deviation is negotiable with the successful vendor or indicate the deviation is unacceptable. Any proposal that includes a deviation deemed unacceptable pursuant to the addendum will result in disqualification of the vendor's proposal. The addendum shall be posted to the Kentucky State University Web site at <https://www.kysu.edu/finance-and-administration/purchasing/bid-opportunities.php>

10.6 Notification of Award

The procurement process will provide for the evaluation of proposals and selection of the successful proposal in accordance with State law and regulations. Kentucky State University follows KRS Chapter 45A of the Kentucky Model Procurement Code which provides the regulatory framework for procurement of services.

All applicable statutes, regulations, policies and requirements shall become a part of an award as well as any Information Technology requirements.

To view the award of contract(s) and the contractor(s) receiving the award(s) for this solicitation, access the Kentucky State University's Web site at <https://www.kysu.edu/finance-and-administration/purchasing/bid-opportunities.php>

It is the vendor's responsibility to review this information in a timely fashion. No other notification of the results of an award of contract will be provided.

10.7 Estimated Schedule of RFP Activities

The following table presents the anticipated schedule for major activities associated with the RFP distribution, proposal submission, proposal evaluation process, and contract

award. The University reserves the right at its sole discretion to change the Schedule of Activities, including the associated dates and times.

Anticipated Schedule of Activities

Release of RFP	July 12, 2024
Vendors' Written Questions due by 12:00 PM EST <ul style="list-style-type: none"> • (SUBMIT QUESTIONS ON ATTACHMENT B - VENDORS' QUESTION FORM; 	July 23, 2024
Kentucky State University's Response to Vendor's Written Questions	July 26, 2024
Proposals due by 3:00 PM EST.	August 9, 2024

SECTION 20 – BACKGROUND AND PRESENT SYSTEM SUMMARY

20.1 Background and Current Business Need

Kentucky State University is a public, comprehensive, historically black land-grant University serving approximately 1,900 full-time and part-time students from around the world. The University is located at 400 East Main Street Frankfort, Kentucky. The University's 914-acre campus includes a 311-acre agricultural research farm and a 306-acre environmental education center.

Dr. Koffi Akakpo currently services as president of Kentucky State University. The University's vision is to prepare today's students as global citizens, lifelong learners and problem solvers. Kentucky State University is positioned to drive outcomes to enable the intended future of students through entrepreneurship, innovation, and social impact.

Kentucky State University is seeking a consultant to conduct an evaluation of KSU's payroll and other internal documents spanning from the earliest eligible date to the last eligible date for the purpose of determining our eligibility for the CARES Act ERTC. KSU's Payroll records and other finance records are easily accessible for the specified time period. This data will be made available to the consultant upon selection. Should KSU be eligible for the ERC, the consultant will proceed to apply and submit our tax credit claim with the support from the KSU team as required. Additionally, KSU requests that the selected consultant also deliver a tax opinion regarding our ERC eligibility to protect the University.

SECTION 30 – PROCUREMENT REQUIREMENTS

30.1 Contract Components and Order of Precedence

The University's acceptance of the vendor's offer in response to the solicitation, indicated by the issuance of a contract award by Kentucky State University, shall create a valid contract between the Parties consisting of the following:

1. Procurement Statutes, Regulations and Policies;

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

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

30.2 Final Agreement

The contract represents the entire agreement between the parties with respect to the subject matter hereof. Prior negotiations, representations, or agreements, either written or oral, between the parties hereto relating to the subject matter hereof shall be of no effect upon this contract.

30.3 Contract Provisions

If any provision of this contract (including items incorporated by reference) is declared or found to be illegal, unenforceable, or void, then both the University and the contractor shall be relieved of all obligations arising under such provision. If the remainder of this contract is capable of performance, it shall not be affected by such declaration or finding and shall be fully performed.

30.4 Type of Contract

The contract proposed in response to this solicitation shall be on the basis of a firm fixed unit price for the elements listed in this solicitation. This solicitation is specifically not intended to solicit proposals for contracts on the basis of cost-plus, open-ended rate schedule, nor any non-fixed price arrangement.

30.5 Governing Law

This solicitation and any resulting contract shall be governed by the laws of the Commonwealth of Kentucky, and any claim relating to this solicitation or resulting contract brought by the Vendor shall only be brought in the Franklin Circuit Court in accordance with KRS 45A.245.

30.6 Attorney's Fees

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

30.7 Contract Usage

As a result of this RFP, the contractual agreement with the selected vendor will in no way obligate Kentucky State University to purchase any services or equipment under this contract. The University agrees, in entering into any contract, to purchase only such services in such quantities as necessary to meet the actual requirements as determined by the University.

30.8 Addition or Deletion of Items or Services

The University reserves the right to add new and similar items, by issuing a contract modification, to this contract with the consent of the vendor. Until such time as the vendor receives a contract modification, the vendor shall not accept delivery orders referencing products or services not in scope of the contract.

30.9 Changes and Modifications to the Contract

Pursuant to KRS 45A.210 (1) and 200 KAR 5:311, no modification or change of any provision in the contract shall be made, or construed to have been made, unless such modification is mutually agreed to in writing by the contractor and the University, and incorporated as a written amendment to the contract prior to the effective date of such modification or change pursuant to KRS 45A.210(1) and 200 KAR 5:311. Memorandum of understanding, written clarification, and/or correspondence shall not be construed as amendments to the contract. If the contractor finds at any time that existing conditions made modification of the contract necessary, it shall promptly report such matters to the University Buyer for consideration and decision.

30.10 Changes in Contract Scope

The University may, at any time by written order, make changes within the general scope of the contract. No changes in scope are to be conducted except at the approval of the University.

30.11 Contract Conformance

If the University Buyer determines that deliverables due under the contract are not in conformance with the terms and conditions of the contract and the mutually agreed-upon project plan, the Buyer may request the contractor to deliver assurances in the form of additional contractor resources and to demonstrate that other major schedules will not be affected. The University shall determine the quantity and quality of such additional resources and failure to comply may constitute default by the contractor.

30.12 Assignment

The contract shall not be assigned in whole or in part without the prior written consent of the University Buyer. No portion of work shall be subcontracted without the prior written consent of the University.

30.13 Payment

The University will make payment within thirty (30) working days of receipt of contractor's invoice or of acceptance of goods and/or services in accordance with KRS 45.453 and KRS 45.454. Payments are predicated upon successful completion and acceptance of the described work, services, supplies, or commodities, and delivery of the required documentation. Invoices for payment shall be submitted to the agency contact person or his representative.

30.14 Contractor Cooperation in Related Efforts

The University may undertake or award other contracts for additional or related work, services, supplies, or commodities, and the contractor shall fully cooperate with such other contractors and University employees. The contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by University

employees.

30.15 Contractor Affiliation

"Affiliate" shall mean a branch, division or subsidiary that is effectively controlled by another party. If any affiliate of the contractor shall take any action that, if done by the contractor, would constitute a breach of this agreement, the same shall be deemed a breach by such party with like legal effect.

30.16 Kentucky State University Property

The contractor shall be responsible for the proper custody and care of any University-owned property furnished for contractor's use in connections with the performance of this contract. The contractor shall reimburse the University for its loss or damage, normal wear and tear excepted.

30.17 Confidentiality of Contract Terms

The Vendor and the University agree that all information communicated between them before the effective date of the contract shall be received in strict confidence and shall not be necessarily disclosed by the receiving party, its agents, or employees without prior written consent of the other party. Such material will be kept confidential subject to State and Federal public information disclosure laws. Upon signing of the contract by all parties, terms of the contract become available to the public, pursuant to the provisions of the Kentucky Revised Statutes. The contractor shall have an appropriate agreement with its subcontractors extending these confidentiality requirements to all subcontractors' employees.

30.18 Confidential Information

The contractor shall comply with the provisions of the Privacy Act of 1974 and instruct its employees to use the same degree of care as it uses with its own data to keep confidential information concerning client data, the business of the University, its financial affairs, its relations with its citizens and its employees, as well as any other information which may be specifically classified as confidential by the University in writing to the contractor. All Federal and State Regulations and Statutes related to confidentiality shall be applicable to the contractor. The contractor shall have an appropriate agreement with its employees, and any subcontractor employees, to that effect, provided however, that the foregoing will not apply to:

- A. Information which the University has released in writing from being maintained in confidence;
- B. Information which at the time of disclosure is in the public domain by having been printed and published and available to the public in 15 libraries or other public places where such data is usually collected; or
- C. Information, which, after disclosure, becomes part of the public domain as defined above, through no act of the contractor.

30.19 Patent or Copyright Infringement

The Vendor shall report to the University promptly and in reasonable written detail, each notice of claim of patent or copyright infringement based on the performance of this

contract of which the contractor has knowledge. The University agrees to notify the contractor promptly, in writing, of any such claim, suit or proceeding, and at the contractor's expense give the contractor proper and full information needed to settle and/or defend any such claim, suit or proceeding. If, in the contractor's opinion, the equipment, materials, or information mentioned in the paragraphs above is likely to or does become the subject of a claim or infringement of a United States patent or copyright, then without diminishing the contractor's obligation to satisfy any final award, the contractor may, with the University's written consent, substitute other equally suitable equipment, materials, and information, or at the contractor's options and expense, obtain the right for the University to continue the use of such equipment, materials, and information. The University agrees that the contractor has the right to defend, or at its option, to settle and the contractor agrees to defend at its own expense, or at its option to settle, any claim, suit or proceeding brought against the University on the issue of infringement of any United States patent or copyright or any product, or any part thereof, supplied by the contractor to the University under this agreement. The contractor agrees to pay any final judgment entered against the University on such issue in any suit or proceeding defended by the contractor. If principles of governmental or public law are involved, the University may participate in the defense of any such action, but no costs or expenses shall be incurred for the account of the contractor without the contractor's written consent. The contractor shall have no liability for any infringement based upon:

- A. The combination of such product or part with any other product or part not furnished to the University by the contractor.
- B. The modification of such product or part unless such modification was made by the contractor.
- C. The use of such product or part in a manner for which it was not designed.

30.20 Permits And Licenses

The Vendor shall, at its own expense, procure all necessary permits, licenses and registrations and abide by all applicable laws, regulations, and ordinances of all Federal, State, and local governments in which work under this contract is performed.

30.21 EEO Requirements

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

<https://finance.ky.gov/office-of-the-secretary/office-of-equal-employment-opportunity-contract-compliance/Pages/default.aspx>

30.22 Provisions for Termination of the Contract

Any contract resulting from this solicitation shall be subject to the termination provisions set forth in 200 KAR 5:312.

30.23 Bankruptcy

In the event the contractor becomes the subject debtor in a case pending under the Federal Bankruptcy Code, the University's right to terminate this contract may be subject to the rights of a trustee in bankruptcy to assume or assign this contract. The trustee shall not have the right to assume or assign this contract unless the trustee (a) promptly cures all defaults under this contract; (b) promptly compensates the University for the monetary

damages incurred as a result of such default, and (c) provides adequate assurance of future performance, as determined by the Commonwealth.

30.24 Conformance with Commonwealth & Federal Laws/Regulations

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

30.25 Accessibility

Vendor hereby warrants that the products or services to be provided under this contract comply with the accessibility requirements of Section 504 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. Vendor further warrants that the products or services to be provided under this contract comply with existing federal standards established under Section 255 of the Federal Telecommunications Act of 1996 (47 U.S.C. § 255), and its implementing regulations set forth at Title 36, Code of Federal Regulations, part 1193, to the extent the vendor's products or services may be covered by that act. Vendor agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services which is brought to its attention.

30.26 Access to Records

The state agency certifies that it is in compliance with the provisions of KRS 45A.695, "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The Contractor, as defined in KRS 45A.030, agrees that Kentucky State University, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this agreement for the purpose of financial audit or program review. The Contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the agreement and shall be exempt from disclosure as provided in KRS 61.878(1)(c).

30.27 Prohibitions of Certain Conflicts of Interest

In accordance with KRS 45A.340, the contractor represents and warrants, and the University relies upon such representation and warranty, 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. The contractor further represents and warrants that in the performance of the contract, no person, including any subcontractor, having any such interest shall be employed. In accordance with KRS 45A.340 and KRS 11A.040 (4), the contractor agrees that it shall not knowingly allow any official or employee of the University who exercises any function or responsibility in the review or approval of the undertaking or carrying out of this contract to voluntarily acquire any ownership interest, direct or indirect, in the contract prior to the completion of the contract.

30.28 No Contingent Fees

No person or selling agency shall be employed or retained or given anything of monetary value to solicit or secure this 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 or cancel the resulting contract without liability.

30.29 Vendor Response and Proprietary Information

The RFP specifies the format, required information, and general content of proposals submitted in response to the RFP. Kentucky State University will not disclose any portions of the proposals prior to Contract Award to anyone outside the University. 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 vendors in response to this RFP as a matter of public record. Although the University recognizes the vendor's possible interest in preserving selected data which may be part of a proposal, the University must treat such information as provided by the Kentucky Open Records Act, KRS 61.870 et sequitur. Informational areas which normally might be considered proprietary shall be limited to individual personnel data, customer references, selected financial data, formulae, and financial audits which, if disclosed, would permit an unfair advantage to competitors. If a proposal contains information in these areas that a vendor declares proprietary in nature and not available for public disclosure, the vendor shall declare in the Transmittal Letter [see Section 60.6 (A)] the inclusion of proprietary information and shall noticeably label as proprietary each sheet containing such information. Proprietary information shall be submitted under separate sealed cover marked "Proprietary Data". Proposals containing information declared by the vendor to be proprietary, either in whole or in part, outside the areas listed above may be deemed non-responsive to the RFP and may be rejected.

30.30 Contract Claims

The Parties acknowledge that KRS 45A.225 to 45A.290 governs contract claims.

30.31 Limitation of Liability

The liability of the University related to contractual damages is set forth in KRS 45A.245.

SECTION 40 – SCOPE OF WORK

40.1 Term of Contract and Renewal Options

The initial term of the contract shall begin on the date of execution and expire June 30, 2025. There are no anticipated renewals.

40.2 Scope of Work

The selected accounting firm will be responsible for the following:

- a. Conducting a comprehensive review of KSU's eligibility for the ERTC program.
- b. Assisting in the identification and documentation of eligible wages and qualified expenses.
- c. Providing guidance on ERTC calculations and maximizing available tax credits.

- d. Ensuring compliance with all relevant IRS regulations and reporting requirements.
- e. Offering ongoing support and consultation throughout the ERTC application process.
- f. Reviewing and advising on any updates or changes to ERTC guidelines.

40.3 Evaluation Criteria – 1000 points possible

Company Profile – 150 points

Describe the offeror Overview of the firm's experience in providing tax advisory services, specifically related to the ERTC program.

Company Personnel – 100 points

State the name, the title or position, and telephone number of the individuals who would have primary responsibility for the project resulting from this RFP. Disclose who within the firm will have prime responsibility and final authority for the work under this contract. Attach a current resume for each individual. Describe the proposed process for personnel changes during the term of the agreement.

References – 100 points

References from at least three (3) previous clients for similar engagements.

Proposed Plan of Work – 350 points

Description of the proposed approach and methodology for assisting KSU with the ERTC process.

Timeline – 50 points

Provide a performance timeline based on the information presented in the Scope of Work that includes all segments of your proposed work.

Cost Proposal – 250 points

The offeror will submit a cost proposal on the attached form. Include any associated costs and expenses.

The offeror should propose a fee for service model. Revenue sharing models will not be considered.

Information about Kentucky State University's financial profile can be found in the audited financial statements, available at the following link: <https://www.kysu.edu/finance-and-administration/>

SECTION 50 – PROPOSAL SUBMISSION

50.1 Disposition of Proposals

All proposals become the property of Kentucky State University. The successful proposal shall be incorporated into the resulting contract by reference.

50.2 Rules for Withdrawal of Proposals

Prior to the date specified for receipt of offers, a submitted proposal may be withdrawn by submitting a signed written request for its withdrawal to the Buyer.

50.3 Submission of RFP Response

Each qualified vendor shall submit only one (1) proposal. Alternate proposals shall not be allowed. Failure to submit as specified shall result in a non-responsive proposal.

Any Addenda or instructions issued by the Buyer 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 properly issued addendum. It is the vendor's responsibility to check the web site for any modifications to this solicitation.

Bidders are cautioned to allow adequate delivery time to ensure timely delivery of bid proposals. Late bid proposals are ineligible for consideration.

50.4 Format and Submission of Proposals

Proposals shall be submitted in two (2) parts: The Technical Proposal and the Cost Proposal.

1. Technical Proposal: The bidder shall submit one (1) original paper copy of the technical proposal, clearly marked as the original. The bidder should submit one (1) thumb/flash drives which each have one (1) exact copy of the original as a .pdf included. The copies requested are necessary in the evaluation of the bid proposal. Bid proposals shall not include embedded documents or hyperlinks to external content. **DO NOT SUBMIT ANY PRICING INFORMATION IN THE TECHNICAL PROPOSAL.**
2. Cost Proposal: The bidder shall submit one (1) original paper copy of the cost proposal, clearly marked as the original. Pricing shall only be provided in the Cost Proposal.

Proposals shall be submitted to the contact listed on the cover page of the RFP. Proposals shall be submitted by the RFP Closing Date and Time (both are identified on the cover page of this RFP).

**ANY PROPOSAL RECEIVED AFTER THE CLOSING DATE AND TIME
SHALL BE REJECTED.**

The outside cover of the package containing the original and copies of the technical proposal shall be marked:

RFP 25-02
TECHNICAL PROPOSAL
Name of Offeror
Closing Date and Time

The outside cover of the package containing the cost proposal shall be marked:

RFP 25-02
COST PROPOSAL
Name of Offeror
Closing Date and Time

All proposals must be received no later than the closing date and time listed on the cover page of this RFP. All submitted Technical and Cost Proposals shall remain valid for a minimum of six (6) months after the proposal due date.

50.5 Technical Proposal Content

Response should be based on the RFP requirements and should include the following:

1. Page Numbering: The Technical proposal should include page numbers.
2. Company Profile, as described in Section 40.3
3. Company Personnel, as described in Section 40.3
4. Proposed Plan of Work, as described in Section 40.3
5. References, as described in Section 40.3
6. Timeline, as described in Section 40.3

50.5 Cost Proposal Content

The vendor shall submit cost using the Cost Proposal Form (See Attachment C). Cost proposals shall not be accepted unless it is submitted using the Cost Proposal Form.

Vendors should provide its costs for the proposed solution as instructed on the Cost Proposal Form. (See Attachment C). The University shall not allow and shall not reimburse the Vendor for any additional charges such as travel, lodging, administrative support, etc. for services delivered.

Kentucky State University is exempt from paying sales or use taxes, except on those items and/or purchase transactions that are specifically exempted by law.

Costs for developing the proposals are solely the responsibility of the offerors. A proposal shall not be considered for award if the price in the proposal was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other offeror or with any competitor. In addition, the offeror is prohibited from making multiple proposals in a different form.

Should conflict of interest be detected at any time during the contract, the contract shall be null, and void and the contractor shall assume all costs of this project until such a time that a new contractor is selected.

SECTION 60 – PROPOSAL EVALUATION

60.1 Technical Proposal Evaluation

Criteria	Maximum Points Possible
Page Numbering	Mandatory
Company Profile	150
Company Personnel	100
Proposed Plan of Work	350
References	100
<u>Timeline</u>	<u>50</u>
<u>Maximum Points Possible</u>	<u>750</u>

60.2 Cost Proposal Evaluation

Criteria	Maximum Points Possible
Maximum Points Possible	250

The scoring of cost is subject to Reciprocal preference for Kentucky resident bidders and Preferences for a Qualified Bidder or the Department of Corrections, Division of Prison Industries (KAR 200 5:410)

60.3 Total Proposal Evaluation

Criteria	Maximum Points Possible
Technical Proposal	750
Cost Proposal	250
MAXIMUM POINTS POSSIBLE	1000

SECTION 70 – NEGOTIATIONS

Kentucky State University reserves the right pursuant KRS 45A.085 and 200 KAR 5:307 to negotiate a contract with the top ranked vendor. In the event the University cannot reach agreement with the top-ranked vendor, it may proceed to negotiate with the next highest ranked vendor, and so on.

Vendors selected to participate in negotiations may be given an opportunity to submit the best and final offer to the University. All information received before the deadline for the best and final offer will be considered part of the Vendor's best and final offer.

Terms and conditions that may be negotiated at the sole discretion of the University include but are not limited to issues related to the Technical and/or Cost proposals.

SECTION 80 – ATTACHMENTS

- Attachment A – Vendor Affidavit
- Attachment B – Vendor Question Form
- Attachment C – Cost Form