



**Section 1**  
**Scope of Contract**

additional one-year periods. This extension must have the written approval by all parties. If the contract resulting from this solicitation provides for an optional renewal period, Kentucky State University reserves the right to renegotiate any terms and/ or conditions as may be necessary to meet requirements for the extended period. The vendor will be advised of any proposed revisions prior to the renewal periods. In the event proposed revisions cannot be agreed upon, either party shall have the right to withdraw without prejudice from either exercising the option or continuing the contract in an extended period.

## **Section 7**

### **Exceptions to Specifications**

Vendors are cautioned that changes made to the solicitation other than in the designated

## **Section 12**

### **Solicitation Submission Requirements**

#### **A. Disposition of Proposals**

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

#### **B. 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Prior to the date specified for receipt of offers, a submitted proposal may be withdrawn by submitting a signed written request for its withdrawal to the Purchasing Buyer. AND gT(g)-(IME)

#### **C. Submission of RFB 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 Purchasing Buyer prior to the proposal deadline shall become a part of this RFB. 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.

#### **D. Format and Submission of RFB Response**

Proposals shall be submitted to the contact licQqQ Tf7009100000912 0 612 792 re55 Tmall o0 (

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.

### **Section 13**

#### **Method of Award**

#### **Best Value – Ranking Approach**

Kentucky State University intends to award a contract to the vendor, whose offer, conforming to the solicitation, is the most advantageous on the basis of "best value" for all products, services, and requirements contained herein.

An evaluation committee, or a designated individual, will evaluate the information provided by the vendor in response to the established measurable criteria contained in the solicitation.

<b>MEASURABLE CRITERIA</b>	
<b>Price</b>	<b>90 Points</b>
<b>Total Years in Business</b>	<b>10 Points</b>
<b>TOTAL POINTS</b>	<b>100 Points</b>

Each vendor is responsible for submitting all relevant, factual and correct information with their offer to enable the evaluator(s) to afford each vendor the maximum score based on the available data submitted by the Vendor.

A bidder shall submit one (1) response to a solicitation and shall not propose more than one (1) price for each item listed in the solicitation, except for requested tier pricing. Multiple or alternate bids offering more than one (1) bid price in total or by line item shall be rejected.

Vendors responding with the minimum Best Value requirements in this solicitation shall not be credited with Best Value points. Vendors responding with greater than the minimum requirements shall receive Best Value points. Failure to provide adequate information will impact the evaluated points awarded to the vendor.

#### **A. PRICE (90 Points)**

The bidder with the lowest Price receives the maximum score. The bidder with the next lowest Price receives points by dividing the lowest Price by the next lowest price and multiplying that percentage by the available points. For example, 90 points is allocated to the lowest Price criteria for this procurement, bidder "A" bids \$3.00 as the lowest bidder and receives the maximum 90 points ( $\$3.00 / \$3.00 = 1.00 \times 90 = 90$ ). Assume bidder "B" is the next lowest bidder at \$4.00, then "B" receives 67.5 points ( $\$3.00 / \$4.00 = .75 \times 90 = 67.5$ ).

#### **B. YEARS IN BUSINESS (10 Points)**

The bidder shall clearly state the number of years in business for requested services. Years in business should only include years in business within the United States. One (1) year in business is the minimum requirement for this criteria. Points are only given to bidders who meet or exceed the one (1) year requirement. The bidder with the greatest number of years (not to exceed 20 years for evaluation purposes) receives the maximum number of points. The bidder with the next largest number of years, receives points by dividing the next largest number of years in business by the largest number of years in business and multiplying that percentage by the available points. For example, 10 points is allocated to the largest number of years of business, for this procurement, bidder "A" bids 20 years as the bidder with the largest number of years in business and receives the maximum of 10 points ( $20 / 20 = 1.00 \times 10 = 10$ ). Assume bidder "B" is the bidder with the next largest number of years in business at 15 years, then "B" receives 7.5 points ( $15 / 20 = .75 \times 10 = 7.5$ ). Documentation verifying the years of business is required before award and should be submitted with the solicitation response. Verification documentation may include such items as Articles of Incorporation, Secretary of State Registration, Certificate of Assumed Name filed with the County Clerk, Business or Financial Records showing proof of purchase of business/company.

Best Value scoring is subject to Reciprocal preference for Kentucky resident bidders (KAR 200 5:410).

KRS 45A.490 Definitions for KRS 45A.490 to 45A.494. As used in KRS 45A.490 to 45A.494:  
(1) "Contract" means any agreement of a public agency, including grants and orders, for the



It is further agreed between the parties, that any valid modification of contractual agreement must be formalized by issuance of a Contract Modification from Kentucky State University. Purchase or Sales Agreements, supplied by the bidder making an offer, in reply to the solicitation, will not be accepted. The only terms and conditions acceptable to Kentucky State University are as outlined in the solicitation. Bids not conforming will be considered as non-responsive.

## **Section 22**

### **Governmental Restrictions**

In the event any Governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship, or performance of the items offered on this proposal prior to delivery, it shall be the responsibility of the successful bidder to notify the Kentucky State University in writing, indicating the specific regulation which requires such alterations. Kentucky State University reserves the right to accept any such alterations, including any subsequent price adjustments, or to cancel the contract.

## **Section 23**

### **Payments**

The vendor shall be paid, upon the submission of proper invoices at the prices stipulated for the supplies delivered and accepted, or services rendered. Unless otherwise specified, payment will not be made for partial deliveries accepted. Payments will be made within thirty (30) working days after receipt of goods or a vendor's invoice in accordance with KRS 45.453 and KRS 45.454.

## **Section 24**

### **Inspection**

All supplies, equipment and services shall be subject to inspection or tests by Kentucky State University prior to acceptance. In the event supplies, equipment or services are defective in material or workmanship or otherwise not in conformity with specified requirements, the University shall have the right to reject the items or services or require acceptable correction at the vendor's expense.

## **Section 25**

### **Inquiries**

All questions shall be submitted in writing by October 6, 2023 by 4:30 PM EST to the Kentucky State University Purchasing Buyer listed below. No questions shall be accepted after the date(s) listed unless the question(s) is considered material to the procurement. The University shall respond to salient questions in writing by issuing an addendum to the solicitation. The addendum shall be posted to the Kentucky State University public website. **SUBMIT QUESTIONS ON ATTACHMENT B – VENDORS' QUESTION FORM**



**Sole Point of Contact**

The Kentucky State University Purchasing Buyer listed below shall be the sole point of contact throughout the procurement process. All communications, oral and written (regular, express, or electronic mail), concerning this procurement shall be addressed to:

Kentucky State University Purchasing Department  
Christa Hardin  
Finance and Administration  
Purchasing Department  
400 East Main Street  
Carroll Academic Services Building, Suite 241  
Frankfort, KY 40601  
(502) 597-6657  
[purchasing@kysu.edu](mailto:purchasing@kysu.edu)



submit a copy of their certificate with their solicitation response. If the foreign entity is not required to obtain a certificate as provided in KRS 14A.9-010:

<https://apps.legislature.ky.gov/law/statutes/statute.aspx?id=44318>, the foreign entity should identify the applicable exception in its solicitation response.

Foreign entity is defined within KRS 14A.1-070:

<https://apps.legislature.ky.gov/law/statutes/statute.aspx?id=50474>

Businesses can register with the Secretary of State at: <https://www.sos.ky.gov/bus/business-filings/OnlineServices/Pages/default.aspx>

Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The contractor agrees to provide, upon request, needed reasonable accommodations. The contractor will take affirmative action

of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**Section 38**

ALL PROVISIONS OF THIS SOLICITATION (RFB 24-004) SHALL BE PART OF ANY RESULTING CONTRACT.

**Attachments**

Attachment A – Cost Form

Attachment B –