



Commonwealth of Kentucky SOLICITATION MODIFICATION

Modification: Yes

Version #: 2

TITLE: Statewide Reading Research Center	
Date Issued: 11/07/2023	Solicitation Closes Date: 11/20/2023
Record Date: 10/31/2023	Solicitation Closes Time: 16:00
Solicitation No: RFP 540 2400000058	
Reason for Modification RFP 540 2400000058 Addendum I 10/26/2023 Provide Commonwealth's Response to Vendor's Written Questions on pages 20-23. Updated language in Section 3.00, Evaluation Criteria, Technical Proposal Evaluation, Mandatory Qualifications, item #1 on page 8.	
Online Bidding Prohibited:	Yes
For Information Call: Raven Miller 502-564-1979	Bid Receiving Location: Bid Receiving See Terms & Conditions for Bid Submission Instructions Other KY
Vendor Customer Number: Vendor Name: Phone Number: Fax Number: Email Address:	
Ordering Address: City, State, Zip: Contact Name: Contact Email: Contact Phone Number:	Payment Address: City, State, Zip: Contact Name: Contact Email: Contact Phone Number:
Ownership Type <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Other	

SIGNATURE OF AUTHORIZED AGENT IS REQUIRED UNLESS RESPONSE IS SUBMITTED ELECTRONICALLY. FAILURE TO SIGN SHALL RENDER THE BID INVALID.

Signature X _____ FEIN# _____ Date _____



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All offers subject to all terms and conditions contained in this solicitation.



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Line Items

Commodity Group:

Line	CL Description	Quantity	UOM	Unit Cost	Line Total or Contract Amnt
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1	Statewide Reading Research Center				
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Comm Code	Comm Description	Manufacturer	Model #	Manuf Part #
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924	EDUCATIONAL/TRAINING SERVICES			
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Extended Description

Senate Bill 156 (2023) amends KRS 164.0207 to establish a statewide reading research center. The Kentucky Department of Education (KDE) is required to select the center through a competitive proposals process for approval by the Kentucky Board of Education (KBE). The selected center shall be contracted for five (5) years, beginning by July 1, 2024, unless funding is not available or the center requests to discontinue the contract. For each five (5) year period thereafter, the KDE shall issue a new request for proposals for the center, contingent upon funding.

Shipping Information	Billing Information
KDE - Division of Financial Management 300 Sower Blvd, 5th Floor, CSW Frankfort KY 40601	KDE - Division of Financial Management 300 Sower Blvd, 5th Floor, CSW Frankfort KY 40601



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Submission Checklist

The following items will be required to be submitted with bid:

Item

- Mandatory Qualifications
- Experience & Expertise
- Understanding of Work and Potential Risk
- Organizational Capacity and Research Plan
- Key Personnel
- Cost Proposal
- Oral Presentations/Demonstrations, if required

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RFP 540 2400000058 Addendum I
10/26/2023

Provide Commonwealth's Response to Vendor's Written Questions on pages 20-23.

Updated language in Section 3.00, Evaluation Criteria, Technical Proposal Evaluation, Mandatory Qualifications, item #1 on page 8.

**Revised January 2023
PROPOSAL SUBMISSION CHECKLIST**

The vendor **MUST** include the following with the proposal submission. If the items highlighted below are not submitted with the proposal submission, **the Commonwealth MUST deem the proposal non-responsive and SHALL NOT consider for award.**

All other items **MUST** be submitted prior to award.

_____ SIGNED AND COMPLETED SOLICITATION --Section 8.10 of this RFP (not required if submitting electronically)

_____ *PROPOSED SOLUTION (TECHNICAL) UNDER SEALED COVER AND BY CLOSING DATE -- Section(s) 8.00 and 8.10 of this RFP

_____ *PROPOSED SOLUTION (COST) UNDER SEALED COVER AND BY CLOSING DATE -- Section(s) 8.00 and 8.20 of this RFP

_____ TRANSMITTAL LETTER – Section 8.10 of this RFP

_____ PROOF OF REGISTRATION WITH SECRETARY OF STATE BY A FOREIGN ENTITY -- Section 8.00 of the Personal Service Contract Terms and Conditions of this RFP

_____ REQUIRED AFFIDAVIT(S) – Section 8.10 of this RFP

*The Commonwealth defines SEALED as “a closure that must be broken to be opened and that thus reveals tampering” (Merriam-Webster Dictionary, <https://www.merriam-webster.com/dictionary/seal>)

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FOR
PERSONAL SERVICE CONTRACT

**Kentucky Department of Education
Statewide Reading Research Center
RFP 540 2400000058**

This document constitutes a Request for Proposals for a Personal Service Contract from qualified individuals and organizations to furnish those services as described herein for the Commonwealth of Kentucky, Kentucky Department of Education.

Offerors are advised that any personal service contract resulting from this RFP must comply with all applicable provisions of KRS 45A and KRS 12.210 prior to becoming effective.

A contract, based on this RFP, may or may not be awarded. Any contract award from this RFP is invalid until properly approved and executed by the Finance and Administration Cabinet and filed with the Legislative Research Commission, Government Contract Review Committee.

1.00 Purpose and Background

Senate Bill 156 (2023) amends KRS 164.0207 to establish a statewide reading research center. The Kentucky Department of Education (KDE) is required to select the center through a competitive proposals process for approval by the Kentucky Board of Education (KBE). The selected center shall be contracted for five (5) years, beginning by July 1, 2024, unless funding is not available or the center requests to discontinue the contract. For each five (5) year period thereafter, the KDE shall issue a new request for proposals for the center, contingent upon funding.

2.00 Scope of Work

1. Per amendments to KRS 164.0207 in Senate Bill 156 (2023), a statewide reading research center shall be established to support educators in implementing reliable, replicable evidence-based reading programs and to promote literacy development, including cooperating with other entities that provide family literacy services. The center shall be responsible for:
 - (a) Developing and implementing a clearinghouse for information about programs addressing reading and literacy from early childhood and the elementary grades (P-5) through adult education;
 - (b) Providing advice to the Kentucky Board of Education regarding matters relating to reading;
 - (c) Collaborating with the Kentucky Department of Education to assist districts with students functioning at low levels of reading skills to assess and address identified literacy needs;
 - (d) Providing research and data on evidence-based, high-yield instructional practices and coaching strategies for early childhood educators and classroom teachers, including adult education teachers, implementing selected reliable, replicable evidence-based reading programs;
 - (e) Developing and implementing a comprehensive research agenda evaluating early reading models, instructional resources, and evidence-based practices needed to accelerate student performance toward proficiency in reading;
 - (f) Assisting middle and high schools in the development of comprehensive adolescent reading plans and maintaining a repository of instructional materials or summary materials that identify comprehension best practices in the teaching of each subject area and a list of classroom-based diagnostic reading comprehension assessments that measure student progress in developing students' reading comprehension skills; and
 - (g) Evaluating the reading and literacy components of the model adult education programs funded under the adult education and literacy initiative fund created under KRS 151B.409.

2. Per amendments to KRS 164.0207 in Senate Bill 156 (2023), the center shall review national research and disseminate appropriate research abstracts, when appropriate, as well as conduct ongoing research of reading programs throughout the state. Research activities undertaken by the center shall consist of descriptive as well as empirical studies.

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- (a) The center may contract for research studies to be conducted on its behalf.
 - (b) The research agenda should, at a minimum, consider the impact of various reading and intervention programs:
 - (i) In eliminating academic achievement gaps among students with differing characteristics, including subpopulations of students with disabilities, students with low socioeconomic status, students from racial minority groups, students with limited English proficiency, and students of different gender;
 - (ii) In schools with differing characteristics, such as urban versus rural schools, poverty versus nonpoverty schools, schools with strong library media center programs versus schools with weak library media center programs, and schools in different geographic regions of the state;
 - (iii) In terms of their costs and effectiveness; and
 - (iv) In maintaining positive student progress over a sustained period of time.
3. The center will provide recommendations to the Kentucky Department of Education regarding the teacher professional learning academies and statewide literacy coaching program per KRS 158.806.
 4. The center will conduct an evaluation of the reading diagnostic and intervention fund grant program established in KRS 158.792, analyzing the grant program's success in meeting the goal of increasing early literacy student outcomes.
 5. The center, in conjunction with the Kentucky Department of Education, shall establish annual goals and performance objectives related to the functions described in this section. The center shall submit an annual report of its activities, the effects of those activities on state performance levels in reading and writing, and the outcomes of all annual goals and performance objectives to the Kentucky Department of Education no later than September 1 of each year per amendments to KRS 164.0207 in Senate Bill 156 (2023).

3.00 Evaluation Criteria

The Kentucky Department of Education shall conduct a comprehensive, fair, and impartial evaluation of all proposals. The Kentucky Department of Education may reject any proposal that is incomplete or in which there are significant inconsistencies or inaccuracies. The Kentucky Department of Education reserves the right to reject all proposals.

The Kentucky Department of Education has established a Proposal Evaluation Committee to review, evaluate and verify information submitted by the offeror.

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.

The Kentucky Department of Education shall evaluate the proposals by assigning scores as indicated.

Technical Proposal Evaluation

Proposals with a combined technical score less than 50% of the maximum technical points possible will not be considered for award and neither cost proposals nor oral demonstration/presentation evaluations will be evaluated regarding that proposal. A proposal's combined technical score is the combined total points of all scored criteria in the technical proposal portion of an evaluation.

Criteria	Maximum Points Possible
Mandatory Qualifications	Pass/Fail
Requirements that include the words "Shall", "Will", "Must" indicate a mandatory requirement	

240000058

Statewide Reading Research Center

Mandatory Requirement means a condition set out in the specifications or statement of work that must be met without exception.

PROPOSALS THAT DO NOT MEET MANDATORY REQUIREMENTS WILL BE DEEMED NON-RESPONSIVE AND WILL NOT BE CONSIDERED.

Evidence of the following shall be submitted as part of the technical proposal:

1. The vendor must be an academic institution, **or** an independent, nonpartisan research organization.
2. The vendor and its individual researchers must not be in an advocacy role with respect to the topics they propose to study or have a stake in the research's outcome.
3. The vendor and its individual researchers must have a reputation of impartiality and no known affiliations with curriculum, reading, or intervention programs or associated professional learning that would undermine or may appear to undermine credibility and impartiality.

Experience & Expertise

Demonstrate experience and expertise of the proposed key staff in literacy, specifically evidence-based, early literacy and adolescent literacy instruction. Demonstrate the experience and expertise of the proposed key staff in communicating and interacting with educators and state-level education administrators.

Demonstrate expertise in:

- a. Presenting complex information in an organized, succinct, and coherent fashion both orally and in writing.
- b. Designing and conducting research meeting What Works Clearing House standards and using culturally responsive practices; and,
- c. Successfully evaluating complex work that involves multiple stakeholders, such as the department, district, and school-based administrators, educators, families, and students.

The vendor should describe expertise in research and evaluation as it relates to the required and preferred qualifications above.

Include descriptions or examples that highlight the vendor's ability to conduct research and evaluation connected with the scope of services included in the above Kentucky statutes, including experience with research evaluating reading models, instructional resources/programs, coaching strategies, and high-yield evidence-based practices needed to accelerate K-12 student performance toward proficiency in reading.

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<p>Include descriptions of prior work and artifacts reflecting expertise and experience with comprehensive research agendas and program evaluations.</p> <p>If applicable, describe any pertinent expertise and prior research experience in evidence-based early literacy instruction and intervention as well as adolescent literacy models and instruction.</p>	
<p>Understanding of Work and Potential Risk</p> <p>Demonstrate an understanding of the overall goals and objectives of the reading research center and an understanding of the constraints and approaches to mitigating those constraints, as well as a timeline that allows for findings to be shared on an appropriate timeline.</p> <p>The vendor should provide a clear explanation of their understanding of the work as well as any risks and strategies to mitigate those risks.</p> <p>Specifically, the vendor should provide for a low-risk transition upon the conclusion of the contract, regardless of the reason for ending the contract, including but not limited to: funding being unavailable, upon a request from the selected center to discontinue the contract, or due to the selection of another reading research center via the RFP process at the conclusion of the 5-year contract term.</p> <ol style="list-style-type: none"> a. The Turnover Phase begins sixteen (16) months before the end of the Contract period and ends six (6) months after the end of the Contract period, or as extended by the exercise of Contract provisions or amendments to the Contract. b. The Vendor should create and periodically update a Turnover Plan that includes activities associated with transferring customer-owned data, documentation, and vendor support services duties upon termination, cancellation, rejection, or expiration of the contract. c. The Vendor should maintain the plan throughout the contract period, and the final plan should be submitted to KDE no later than sixteen (16) months before the end of the contract. 	<p>200</p>
<p>Organizational Capacity and Research Plan</p> <p>Include a detailed plan for meeting the requirements outlined in the amendments to KRS 164.0207 in Senate Bill 156 (2023) and as seen in KRS 158.792 and KRS 158.806, which are outlined in the Scope of Work section of this RFP. The plan should clearly delineate how each section 1-5 of the Scope of Work will be met.</p> <p>Address the appropriateness and rigor of the comprehensive research plan that outlines methods,</p>	<p>400</p>

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<p>activities, and analytical strategies proposed to complete this work, including:</p> <p>a. A research methodology and data analysis plan that demonstrates the research strategy will enable the vendor to meet the scope of work required in Kentucky law.</p> <p>b. Clearly articulated and justified use of appropriate quantitative, qualitative and/or mixed methods. The vendor should describe their plan to execute the design, data collection, data analysis, and data reporting of work outlined in this RFP.</p> <p>c. Detailed proposed timelines that afford KDE staff opportunities to review and approve plans and materials and allow preliminary findings to be shared with the agility required to inform future program changes.</p>	
<p>Key Personnel</p> <p>The vendor should identify the qualifications and relevant past experience of the key personnel who will perform the following functions: (1) project oversight, (2) project design, and (3) delivery.</p> <p>The vendor should provide: At least three (3) examples of previous work (with members of the proposed team as authors) including a clear description of outcomes, processes, and intended audiences of work, that illustrate the ability of the key personnel to carry out the scope of work, including:</p> <p>a. One sample research report demonstrating the ability of the proposed key personnel to conduct comprehensive research with actionable findings to inform improvement in content and/or implementation.</p> <p>b. One sample evaluation report demonstrating the ability of the proposed key personnel to conduct an evaluation of state-level or large impact initiatives to inform improvement in content and/or implementation of the initiative(s).</p> <p>c. A sample of a research clearinghouse or presentation demonstrating the ability of the proposed key personnel to provide analysis and summary of data from a variety of sources for varying stakeholders.</p> <p>Complete (summaries are not acceptable) current resumes/CVs of all proposed key personnel. Please note that any changes in the proposed personnel will require approval by KDE.</p> <p>Contact information for at least two relevant references who can speak to the quality of research work of each member of the proposed research team (i.e., each of the proposed key personnel).</p>	200
Maximum Points Possible	1,000

Cost Proposal Evaluation

Criteria	Maximum Points Possible
Proposed Cost – Attachment B	200

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Maximum Points Possible	200
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Oral Demonstration/Presentation Evaluation, if required

Criteria	Maximum Points Possible
Oral Presentations/Demonstrations The Commonwealth reserves the right to require Oral Presentations/Demonstrations to verify or expand on the Technical or Cost Proposals. Oral Presentations/Demonstrations may be conducted through videoconferencing or by conference call, if it is in the best interest of the Commonwealth to do so. This is the opportunity for the vendor to present and demonstrate the solution and to answer questions or to clarify the understanding of the evaluation committee in accordance with the requirements of this RFP. The Commonwealth reserves the right to reject any or all proposals in whole or in part based on the oral presentations/demonstrations. If required, the top two (2) highest ranking vendors may be invited. Scheduling will be at the discretion of the Commonwealth. The Commonwealth reserves the right not to require oral presentations/demonstrations	200
Maximum Points Possible	200

Total Proposal Evaluation

Criteria	Maximum Points Possible
Technical Proposal	1,000
Cost Proposal	200
Oral Demonstrations/Presentations, if required	200
MAXIMUM POINTS POSSIBLE	1,400

4.00 Schedule of RFP Activities

The following schedule presents the major activities associated with the RFP distribution, written questions and proposal submission. The Commonwealth reserves the right at its sole discretion to change the Schedule of Activities, including the associated dates and times.

Release of RFP	10/9/2023
Written Questions due by: 2:00 P.M.	10/23/2023
Anticipated Commonwealth Response to Written Questions	11/6/2023
Proposals Due by: 4:00 P.M.	11/20/2023
*NOTE: ALL TIME REFERENCES ARE TO THE EASTERN TIME ZONE.	

5.00 Offeror's Conference

Not Applicable.

6.00 Point of Contact

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The Agency Contact named below shall be the sole point of contact throughout the procurement process. All communications, oral and written (regular mail, express mail or electronic mail), concerning this procurement shall be addressed to:

Raven Miller
kdepscrfp@education.ky.gov

From the issue date of this RFP until a Contractor(s) is selected and the selection is announced, Offerors shall not communicate with any other Commonwealth staff concerning this RFP.

7.00 Questions Regarding this RFP

Questions must be submitted in writing to the Agency Contact. The Commonwealth will respond to salient questions in writing by issuing an Addendum to the Solicitation. The Addendum shall be posted to the Commonwealth’s eProcurement page.

8.00 Proposal Submission

Proposals shall only be submitted via Secure File Transfer at <https://ftp.ky.gov>. Complete instructions for Secure File Transfer are provided in Attachment A.

NOTE: Proposals submitted via MOVEit Secure File Transfer is not considered an electronic proposal.

8.10 Format of Response

Proposals shall be submitted in three (3) parts: the Technical Proposal, the Cost Proposal, and Proprietary Information. Each part shall consist of one document. Do not submit multiple documents as Technical, Cost, or Proprietary.

a. The **Technical Proposal** shall be submitted on one (1) document marked **Technical** (in Microsoft Word, Microsoft Excel or PDF format ONLY). Do not include embedded documents, hyperlinks or hyperlinks to videos. The document should be named in the following manner: **Technical – Name of offeror RFP number**

b. The **Cost Proposal** shall be submitted on one (1) document marked **Cost** (in Microsoft Word, Microsoft Excel or PDF format ONLY). Do not include embedded documents, hyperlinks or hyperlinks to videos. The document should be named in the following manner: **Cost – Name of offeror RFP number**

c. Any **Proprietary Information** shall be submitted on one (1) document marked **Proprietary** (in Microsoft Word, Microsoft Excel or PDF format ONLY). Do not include embedded documents, hyperlinks or hyperlinks to videos. The document should be named in the following manner: **Proprietary – Name of offeror RFP number**

Proposals shall be submitted to the Agency Contact. The outside cover of the package containing the technical proposal shall be marked:

Statewide Reading Research Center
RFP 540 2400000058
TECHNICAL PROPOSAL
Name of Offeror

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

Statewide Reading Research Center

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RFP 540 2400000058
 COST PROPOSAL
 Name of Offeror

If applicable, the outside cover of the package containing the proprietary shall be marked:

Statewide Reading Research Center
 RFP 540 2400000058
 PROPRIETARY PROPOSAL
 Name of Offeror

All proposals must be received no later than 4:00 P.M. on November 20, 2023.

Pricing shall only be provided in the Cost Proposal. DO NOT SUBMIT ANY PRICING INFORMATION IN THE TECHNICAL PROPOSAL.

All submitted Technical and Cost Proposals shall remain valid for a minimum of six (6) months after the proposal due date.

8.20 Format of Technical Proposal

The Technical Proposal must be arranged and labeled in the manner set forth below.

Transmittal Letter – a Transmittal letter shall be submitted on Offeror’s letterhead, and signed by an agent authorized to bind the Offeror. The Transmittal letter shall include the following:

a.	A statement that deviations are included, if applicable.
b.	A statement that proprietary information is included, if applicable.
c.	A statement that, if awarded a contract as a result of this Solicitation, the Offeror shall comply in full with all the requirements of the Kentucky Civil Rights Act, and shall submit all data required by KRS 45.560 to 45.640.
d.	A sworn statement that, pursuant to KRS 11A.040, that Offeror has not knowingly violated any provisions of the Executive Branch Code of Ethics.
e.	A statement certifying that the price in this proposal was 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.
f.	A statement affirming that the Offeror is properly authorized under the laws of the Commonwealth of Kentucky to conduct business in this state and will remain in good standing with the Office of the Kentucky Secretary of State for the duration of any awarded contract resulting from this Solicitation.
g.	The name, address, telephone number and email address and website address, if available, of the contract person to serve as a point of contact for day-to-day operations.
h.	Subcontractor information to include the name of the company, address, telephone number and contact name, if applicable.
i.	Foreign entity’s organization number issued by the Secretary of State in a certificate of authority or a statement of foreign qualification, if applicable.

Completed and Signed Solicitation and Addenda – An authorized representative MUST complete and sign the Solicitation form and include the following:

- a. “Vendor” box and “Payment” box should be completed.
- b. Vendor shall indicate ownership type.
- c. Vendor shall provide “FEIN” if applicable.
- d. Vendor shall provide date the form is completed and signed.
- e. Signed face of the most recent Addenda, if applicable.

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Signed and Notarized Required Affidavit for Bidders or Offerors - available at the following link:
<https://finance.ky.gov/office-of-the-secretary/Pages/finance-forms.aspx>.

Signed and Notarized Required Affidavit for Bidders, Offerors and Contractors Claiming Resident Bidder Status – if applicable. Available at the following link:
<https://finance.ky.gov/office-of-the-secretary/Pages/finance-forms.aspx>.

*Offerors not claiming Resident Bidder Status need not submit this affidavit.

Signed and Notarized Required Affidavit for Bidders, Offerors and Contractors Claiming Qualified Bidder Status – if applicable. Available at the following link:
<https://finance.ky.gov/office-of-the-secretary/Pages/finance-forms.aspx>.

*Offerors not claiming Qualified Bidder Status need not submit this affidavit.

Response to the Technical Portion of the RFP – Please provide a detailed response to the technical requirements outlined in the Evaluation Criteria. No cost information shall be provided in the technical portion.

8.30 Format of Cost Proposal

The Cost Proposal must be submitted under separate cover from the Technical Proposal and must be arranged and labeled in the manner specified. The proposal with the lowest price receives the maximum score. The remaining proposals 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.

8.40 Certification Regarding Debarment and Suspension

In accordance with Federal Acquisition Regulation 52.209-5, the Offeror shall certify, by signing the Solicitation, that to the best of its knowledge and belief, the Offeror and/or its Principals is (are) not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency.

For the purposes of this certification, “Principals”, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of subsidiary, division, or business segment, and similar positions.

9.00 Rules of Procurement

To facilitate this procurement, various rules have been established. These are described in the following paragraphs.

Offerors should review and comply with the General Conditions and Instructions for Solicitation/Contract listed under “Response to Solicitation” located on the eProcurement web page at
<https://finance.ky.gov/eProcurement/Pages/doing-business-with-the-commonwealth.aspx>

The procurement process will provide for the evaluation of proposals and selection of the winning proposal in accordance with state law and regulations. KRS Chapter 45A of the Kentucky Model Procurement Code provides the regulatory framework for the procurement of services by state agencies.

9.10 Technical Proposal Evaluation

The Kentucky Department of Education will evaluate the proposal based on the technical portion of the Evaluation Criteria. Each Offeror 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 Offeror. Past Offeror Performance may be considered in the award of this Contract. Offerors with a record of poor performance in the last twelve (12) months may be found non-responsible and ineligible for award.

9.20 Cost Proposal Evaluation

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The Kentucky Department of Education will evaluate the proposal based on the cost portion of the Evaluation Criteria.

Offeror shall only provide cost on the attached Cost Proposal Form; otherwise, the proposal may be deemed non-responsive.

9.30 Right to Reject/Waiver of Minor Irregularities

The Commonwealth reserves the right at its discretion to reject any and all offers. The Commonwealth also reserves the right at its discretion to waive informalities and minor irregularities in offers received.

9.40 Clarification of Proposals

The Commonwealth reserves the right at its discretion to request additional information as may reasonably be required for selection and to reject any proposals for failure to provide additional information on a timely basis.

The Commonwealth reserves the right to conduct discussions with any Offeror who has submitted a proposal to determine the Offeror's qualifications for further consideration. Such discussions shall not disclose any information derived from proposals submitted by other Offerors.

9.50 Best and Final Offers

The Commonwealth reserves the right at its discretion to request a Best and Final Offer (BAFO) for technical and/or cost proposals. Offerors are cautioned to propose their best possible offers at the outset of the process, as there is no guarantee that any Offeror will be allowed an opportunity to submit a Best and Final technical and/or cost offer.

9.60 Vendor Response and Public Inspection

This RFP specifies the format, required information and general content of proposals to be submitted in response to the RFP. The Kentucky Department of Education shall not disclose any portions of the proposals prior to contract award to anyone outside the Kentucky Department of Education, representatives of the agency for whose benefit the contract is proposed, representatives of the federal government, if required, and the members of the evaluation committee. After a contract is awarded in whole or in part, the Commonwealth 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 and all documents submitted by an Offeror in response to the RP shall be available for public inspection after contract award pursuant to the Kentucky Open Records Act, KRS 61.870 to 61.884 ("the Act"). When responding to a request to inspect records submitted in response to this RFP, the Commonwealth will not redact or withhold any information or documents unless the records sought are exempt from disclosure pursuant to KRS 61.878 or other applicable law. Similarly, no such documents shall be exempt from public disclosure, regardless of the Offeror's designation of the information contained therein as "proprietary," "confidential," or otherwise, except in cases where the requested documents (or information contained therein) would be excluded from application of the Act under KRS 61.878(1)(c).

The Commonwealth of Kentucky shall have the right to use all system ideas, or adaptations of those ideas, contained in any proposal received in response to this RFP. Selection or rejections of the proposal will not affect this right.

9.70 Reciprocal Preference for Kentucky Resident Bidders and Preferences for a Qualified Bidder

The scoring of bids/proposals is subject to the reciprocal preference for Kentucky resident bidders and preferences for a Qualified Bidder or the Department of Corrections, Division of Prison Industries (See KRS 45A.490(1), (2), 45A.492, 45A.494 and KAR 200 5:410).

Vendors not claiming resident bidder or qualified bidder status need not submit the corresponding affidavit.

Determining the residency of a bidder for purposes of applying a reciprocal preference

Any individual, partnership, association, corporation, or other business entity claiming resident bidder status shall submit the attached Required Affidavit for Bidders, Offerors and Contractors Claiming Resident Bidder Status as part of its response. The Kentucky Department of Education reserves the right to request

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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.

As part of its response, a nonresident bidder shall submit its certificate of authority to transact business in the Commonwealth of Kentucky, Secretary of State. The location of the principal office identified therein shall be deemed the state of residency for that bidder. If the bidder is not required by law to obtain said certificate, the state of residency for that bidder shall be deemed to be that which is identified in its mailing address as provided in its bid.

Preferences for Qualified Bidder or the Department of Corrections, Division of Prison Industries (200 KAR 5:410)

Pursuant to KRS 45A.470 and 200 KAR 5:410, Kentucky Correctional Industries will receive a preference equal to twenty (20) percent of the maximum points awarded to a bidder in a solicitation. In addition, the following "qualified bidders" will receive a preference equal to fifteen (15) percent of the maximum points awarded to a bidder in a solicitation. New Vision Industries, Inc., any nonprofit corporation that furthers the purposes of KRS Chapter 163 and any qualified nonprofit agencies for individuals with severe disabilities as defined in KRS 45A.465(3). Any bidder claiming "qualified bidder" status, other than New Vision Industries, Inc., shall submit a notarized affidavit affirming that it meets the requirements to be considered a qualified bidder as part of its response to the solicitation (affidavit form included as part of this RFP). If requested, failure to provide documentation proving qualified bidder status to a public agency, if requested, may result in disqualification of the bidder or contract termination.

9.80 Negotiation

After conducting the evaluation to determine the best proposal received, the Kentucky Department of Education reserves the right to negotiate a fair and reasonable compensation based on the pricing submitted in the Offeror's proposal. If the negotiations fail to reach an agreement on a fair and reasonable compensation rate, the Kentucky Department of Education reserves the right to proceed to the next highest ranked proposal. Other terms and conditions relating to the technical and/or cost proposals may be negotiated at the sole discretion of the Commonwealth.

9.85 Best Interests of the Commonwealth

The Commonwealth will rank all proposals in the manner set forth in the Evaluation Criteria. However, the Commonwealth reserves the right to reject any or all proposals in whole or in part before, during, or after negotiation based on the best interests of the Commonwealth.

CONTRACT AWARD, TERMS, AND CONDITIONS

10.00 Notification of Award

To view the award of contract(s), including the contractor(s) receiving the award(s) for this solicitation, access the Kentucky Vendor Self Service Site at:

<https://emars311.ky.gov/webapp/vssprdonline3111d/AltSelfService>

Offerors can search for the solicitation title or number in the keyword search field or filter their search for only awarded solicitations by clicking on "Advanced Search" and changing the status to "awarded." The award(s) information can be accessed by clicking on the details button of the solicitation and clicking the "Notice of Award" tab. It is the Offeror's responsibility to review this information in a timely fashion. No other notification of the results of an Award of Contract will be provided to unsuccessful Offerors.

10.10 Beginning of Work

This Contract is not effective and binding until approved by the Secretary of the Finance and Administration Cabinet and filed with the Legislative Research Commission's Government Contract Review Committee. The Contractor shall not commence any billable work until a valid Contract has been fully executed. This Contract, including the components referenced in Section 10.20, shall represent the entire agreement

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between the parties. 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.

10.20 Contract Components and Order of Precedence

The Commonwealth’s acceptance of the Contractor’s offer in response to the Solicitation, indicated by the issuance of a Contract Award, 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.

10.30 Contract Term and Renewal Option

The initial term of the Contract is anticipated to be from July 1, 2024, through June 30, 2026.

This agreement is not effective until the Secretary of the Finance and Administration Cabinet or his authorized designee has approved the Contract and until the Contract has been filed with the Legislative Research Commission, Government Contract Review Committee.

The Commonwealth reserves the right to renew this contract for up to three (3) additional one (1) year periods.

Renewal shall be subject to prior approval from the Secretary of the Finance and Administration Cabinet, or this authorized designee, and the LRC Government Contract Review Committee in accordance with KRS 45A.695 and KRS 45A.705.

10.40 Changes and Modifications to the Contract

Pursuant to 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 Commonwealth, and incorporated as a written amendment by the Kentucky Department of Education prior to the effective date of such modification or change. Modification shall be subject to prior approval from the Secretary of the Finance and Administration Cabinet, or this authorized designee, and the LRC Government Contract Review Committee. Memoranda of Understanding, written clarification, and/or other correspondence shall not be construed as amendments to the Contract.

10.50 Notices

Unless otherwise instructed, all notices, consents, and other communications required and/or permitted by the Contract shall be in writing. After the award of the Contract, all communications of a contractual or legal nature are to be made to the Agency Contact.

**Kentucky Department of Education
Terms and Conditions for PSC**

Requirement for Reporting to Kentucky Teachers Retirement System

Please note that, if any bidder to this solicitation is a current retiree of the Kentucky Teachers Retirement System (“KTRS”), or proposes to use a current or potential retiree of KTRS to perform any work under any contract, this may have an adverse impact upon retirement benefits for that retiree. This would occur,

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regardless of whether a contract is awarded to the individual directly, or to another legal entity for which the individual works.

Accordingly, if a potential bidder proposes to use such individuals to perform the work, the bidder is strongly encouraged to check with KTRS to determine what requirements apply, before submitting a response. The KTRS help desk number is 800-618-1687.

Furthermore, as a condition of any successful contract award, any information on such retirees (as defined and required by KTRS) must be submitted prior to any services being performed by said individuals under this contract.

As a firm condition of this contract, any contractor agrees to be financially responsible for any failure by such current or potential retirees to properly report information concerning their retirement status during the life of any contract awarded.

Family Educational Rights and Privacy Act

If during the course of this agreement, KDE discloses to the contractor any data protected by the Family Educational Rights and Privacy Act of 1974 (FERPA), as amended, and its regulations, and data protected by the Richard B. Russell National School Lunch Act (42 U.S.C. 1751 et seq)(NSLA) and Child Nutrition Act of 1966 (42 U.S.C. 1771 et seq.)(CNA) the contractor is bound by the confidentiality, security and redisclosure requirements and restrictions stated in FERPA, NSLA and CNA and will enter into a confidentiality agreement and ensure its employees and contractors execute affidavits of nondisclosure as required by KDE.

Data Security and Breach Protocols

Contractors that receive Personal Information as defined by and in accordance with Kentucky’s Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, et seq., (the “Act”), shall secure and protect the Personal Information by, without limitation, complying with all requirements applicable to non-affiliated third parties set forth in the Act.

“Personal Information” is defined in accordance with KRS 61.931(6) as “an individual’s first name or first initial and last name; personal mark; or unique biometric or genetic print or image, in combination with one (1) or more of the following data elements:

An account, credit card number, or debit card number that, in combination with any required security code, access code or password, would permit access to an account;

A Social Security number;

A taxpayer identification number that incorporates a Social Security number;

A driver’s license number, state identification card number or other individual identification number issued by an agency;

A passport number or other identification number issued by the United States government; or

Individually Identifiable Information as defined in 45 C.F.R. sec. 160.013 (of the Health Insurance Portability and Accountability Act), except for education records covered by the Family Education Rights and Privacy Act, as amended 20 U.S.C. sec 1232g.”

As provided in KRS 61.931(5), a “non-affiliated third party” means “any person or entity that has a contract or agreement with the Commonwealth and receives (accesses, collects or maintains) personal information from the Commonwealth pursuant to the contract or agreement.”

The contractor hereby agrees to cooperate with the Commonwealth in complying with the response, mitigation, correction, investigation, and notification requirements of the Act.

The contractor shall notify as soon as possible, but not to exceed seventy-two (72) hours, the contracting agency, the Commissioner of the Kentucky State Police, the Auditor of Public Accounts, and the Commonwealth Office of Technology of a determination of or knowledge of a breach, unless the exception

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set forth in KRS 61.932(2)(b)2 applies and the contractor abides by the requirements set forth in that exception. If the agency is a unit of government listed in KRS 61.931(1)(b), the contractor shall notify the Commissioner of the Department of Local Government in the same manner as above. If the agency is a public school district listed in KRS 61.931(1)(d), the contractor shall notify the Commissioner of the Department of Education in the same manner as above. If the agency is an educational entity listed under KRS 61.931(1)(e), the contractor shall notify the Council on Postsecondary Education in the same manner as above. Notification shall be in writing on a form developed by the Commonwealth Office of Technology.

The contractor hereby agrees to report, immediately and within twenty-four (24) hours, any known reasonably believed instances of missing data, data that has been inappropriately shared, or data taken off site

to my immediate supervisor, Associate Commissioner, and

to the KDE Office for whom I perform work under the contract with KDE.

The contractor hereby agrees that the Commonwealth may withhold payment(s) owed to the contractor for any violation of the Identity Theft Prevention Reporting Requirements.

The contractor hereby agrees to undertake a prompt and reasonable investigation of any breach as required by KRS 61.933.

Upon conclusion of an investigation of a security breach of Personal Information as required by KRS 61.933, the contractor hereby agrees to an apportionment of the costs of the notification, investigation, and mitigation of the security breach.

In accordance with KRS 61.932(2)(a) the contractor shall implement, maintain, and update security and breach investigation procedures that are appropriate to the nature of the information disclosed, that are at least as stringent as the security and breach investigation procedures and practices established by the Commonwealth Office of Technology:

[Security Policies, Standards and Procedures - Commonwealth Office of Technology \(Kentucky\)](#)

Student Data Security

Pursuant to KRS 365.734 (House Bill 232 (2014)), if contractor is a known cloud computing service provider (as defined in KRS 365.734(1)(b) as “any person or entity other than an educational institution that operates cloud computing services”), or, through service to agency, becomes the equivalent of a cloud computing service provider, contractor does further agree that:

Contractor shall not process student data for any purpose other than providing, improving, developing, or maintaining the integrity of its cloud computing services, unless the provider receives express permission from the student’s parent. The contractor shall work with the student’s school and district to determine the best method of collecting parental permission. KRS 365.734 defines “process” and “student data”.

With a written agreement for educational research, contractor may assist an educational institution to conduct educational research as permitted by the Family Education Rights and Privacy Act of 1974, as amended, 20 U.S.C.sec.1232g.

Pursuant to KRS 365.734, contractor shall not in any case process student data to advertise or facilitate advertising or to create or correct an individual or household profile for any advertisement purposes.

Pursuant to KRS 365.734, contractor shall not sell, disclose, or otherwise process student data for any commercial purpose.

Pursuant to KRS 365.734, contractor shall certify in writing to the agency that it will comply with KRS 365.734(2).

KDE Terms on Discrimination

The contractor agrees to comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794 (Section 504), and applicable federal regulations relating thereto set forth at 34 C.F.R. Part 104 prohibiting the exclusion of participation, denial of benefits, or discrimination of any qualified individual under any program or activity.

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Vendor 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 1194.1. 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 1194.2, 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.

Vendor will use the W3C's Web Content Accessibility Guidelines (WCAG) 2.0 Levels A and AA and the Web Accessibility Initiative Accessible Rich Internet Applications Suite (WAI-ARIA) 1.0 for web content, which are incorporated by reference.

**Statewide Reading Research Center
RFP 540 2400000058
Vendor Questions**

1. Can you please tell me if indirect costs are allowable on the cost proposal for the Statewide Reading Research Center project (RFP 540 2400000058)? If not, do you have a written policy indicated that it is not allowed so we can submit it to our university sponsored program?

Yes. The indirect costs can be included in the Other Expenses section of Attachment B.

2. Will we have access to student-level data on summative assessments? Will we have access to Reading Improvement Plan data? Will we have access to state reading scores?

As needed, the center could make data requests through the KDE or KYStats.

3. What is the indirect cost (F&A) rate?

8% cap.

4. Is the intention that the RRC evaluate the 6 programs that have been selected or alternatively, that the RRC provide information on effective literacy development in general?

Please see the scope of work provided in the RFP on pages 5-6. Kentucky statute establishes the roles and responsibilities of the center.

5. In the scope of work, is there a particular area that is more important than another? For instance, is it more important that we focus on services to districts or to research?

No, the entirety of the scope of work is required per Kentucky law. The center will work with the KDE to establish annual goals and performance objectives as stated in number 5 on page 6.

6. What is the recommended page limit for proposals (including narrative and total proposal including attachments)?

There are no page limits.

7. Will we be able to collaborate with and utilize reading academy coaches and have the authority to deploy them to struggling areas?

No, the center will not oversee or deploy KDE literacy coaches. They are under the purview of the KDE. However, collaboration may be possible as their schedules allow.

8. Does KY have a specific definition of "replicable evidence-based reading programs"? Related to scope of work, item 1, page 5.

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"Evidence-based" has the same meaning as in 20 U.S.C. sec. 7801(21), which states, "the term evidence-based," when used with respect to a state, local educational agency or school activity, means an activity, strategy or intervention that— (i) demonstrates a statistically significant effect on improving student outcomes or other relevant outcomes based on— (I) strong evidence from at least one well-designed and well-implemented experimental study; (II) moderate evidence from at least one well-designed and well-implemented quasiexperimental study; or (III) promising evidence from at least one well-designed and well-implemented correlational study with statistical controls for selection bias; or (ii) (I) demonstrates a rationale based on high-quality research findings or positive evaluation that such activity, strategy or intervention is likely to improve student outcomes or other relevant outcomes; and (II) includes ongoing efforts to examine the effects of such activity, strategy, or intervention."

"Replicable" is not defined in Read to Succeed, but the intent is that the evidence-based reading program could be implemented across classrooms, schools and districts with repeated, consistent results.

9. Will the awarded contractor be responsible for coordinating with other, existing, or previous evaluation partners to access past evaluation data? Related to scope of work items 3 and 4, page 6.

No.

10. How many grantees receive funding from the reading diagnostic and intervention fund grant program established in KRS 158.792? Related to scope of work item 4, page 6.

FY 23 Grant awardees: <https://education.ky.gov/layouts/download.aspx?SourceUrl=https://education.ky.gov/districts/business/Documents/AWARDS%20RDIF%20mini%20grants.docx>

11. Does the state have priorities related to the rollout/timeline for each task listed in the scope of work? For example, should SOW item 2 (review national research and disseminate abstracts) take place before item 4 (conduct an evaluation of the reading diagnostic and intervention fund grant program). Related to Scope of Work tasks, pages 5-6.

This can be discussed with the KDE as part of the annual goals and performance objectives as stated in number 5 on page 6.

12. Page 10 of the RFP lists maximum points possible for each section of the proposal for the total proposal evaluation criteria. Will there be additional weights applied to the evaluation of the proposals, for example will cost have an additional weight in making the award decision? Related to total proposal evaluation points page 10.

The points will be evaluated based on the overall evaluation of the technical proposal, cost, and oral demonstration/presentations, if required.

13. Who will make the ultimate decision on the awarded vendor?

The highest-ranked vendor will be determined on the overall evaluation of the technical proposal, cost, and oral demonstration/presentations, if required.

14. Who is responsible for the cost of hosting/development/design/maintenance of the statewide reading research center website?

The statewide reading research center would need to utilize a portion of the KDE contract or its own outside funding for this expense. The clearinghouse is required in statute and will be an important function of the center.

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15. Must the vendor be both an academic institution and an independent, non-partisan research organization? Alternatively, may the vendor be one of these types of organizations: either an academic institution or an independent, non-partisan research organization? Related to Mandatory Qualifications, item 1, page 7.

See revised Mandatory Qualifications, item#1. The intent of the RFP is that the vendor is either an academic institution or an independent, nonpartisan research institution.

16. Does offering literacy professional learning that is not associated with a curriculum, reading, or intervention program automatically disqualify a vendor, if the vendor puts sufficient firewalls and guardrails in place? Related to Mandatory Qualifications, item 3, p. 7.

The vendor may not be affiliated with a curriculum, reading program or intervention program nor conduct associated PL for a curriculum, reading program or intervention.

17. RFP Section 8.00 Proposal Submission and 8.10 Format of Response, page number 11 - Can you please confirm that we are only to upload our Technical and Cost proposal to the MOVEit Secure File Transfer portal and hardcopy is not be required? Section 8.00 states "Proposals shall only be submitted via Secure File Transfer" However Section 8.10 states "Proposals shall be submitted to the Agency Contact" and provides hardcopy package labeling instructions.

Proposals shall be submitted via MOVEit per Section 8.00 Proposal Submission. Hard copies are not required. Section 8.10 Format of Response is the information for how the proposal shall be labeled for the digital package.

18. RFP Section 3.00 Cost Proposal Evaluation, page 9 - Can you provide Attachment B Proposed Cost? There was no link or attachment in the RFP.

The Attachments are located at <https://vss.ky.gov/vssprod-ext/Advantage4>, click "View Published Solicitations", enter 2400000058 in the Keyword Search box, and click "Search". Click the Solicitation Number "RFP-540-240000058-1". A new page will appear and there are tabs at the top, click "Attachments" and then click on each Attachment listed to open the various Attachments available.

19. RFP Section 8.00 Proposal Submission, page 11 - Can you provide Attachment A Complete Instructions for Secure File Transfer? There was no link or attachment in the RFP.

The Attachments are located at <https://vss.ky.gov/vssprod-ext/Advantage4>, click "View Published Solicitations", enter 2400000058 in the Keyword Search box, and click "Search". Click the Solicitation Number "RFP-540-240000058-1". A new page will appear and there are tabs at the top, click "Attachments" and then click on each Attachment listed to open the various Attachments available.

20. RFP Section 8.20 Transmittal letter, page 12 - Can you please provide additional guidance as to whether the response to "a. A statement that deviations are included, if applicable" refers to deviations to the RFP/SOW or Exceptions to contract Terms and conditions?

This is for any deviations related to Section 2.00 Scope of Work and any contract terms and conditions. Items that are mandatory requirements that include the words "Shall", "Will", and "Must" are non-negotiable and cannot be deviated.

21. Is it acceptable to provide resumes and work examples as appendices?

Yes.

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22. RFP Section 2.00 Scope of Work, page 5 - The scope of work mentions cooperating with "entities that provide family literacy services." Can you please clarify what is intended by "cooperating"? For example, does KDE expect the contractor to support educators in school settings and out-of-school settings providing family literacy services through the dissemination of resources and study findings?

This would be determined with the KDE via the establishment of annual goals and performance objectives as stated in number 5 on page 6. Yet, in general, there may be questions related to family literacy and evidence-based practices for which the center may provide recommendations or study findings. The center would not likely be contracted to provide direct services to educators in school settings for family literacy supports or events.

23. RFP Section 2.00 Scope of Work, page 5 - Section 2.00, #1c of the SOW states that the statewide reading research center should collaborate with KDE to assist districts. Is KDE looking for information about evidence-based programming or would it like more active technical assistance in the form of coaching or tool/material development?

The center shall collaborate with the KDE on information regarding evidence-based programming and high-yield practices that can be shared with LEAs as guidance. The need for additional tools/materials would be determined with the KDE via the establishment of annual goals and performance objectives as stated in number 5 on page 6.

24. Is it a preference that materials included in a repository or clearinghouse are 508 compliant?

Yes.

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**Personal Service Contract Standard Terms and Conditions
Revised June 2023**

Whereas, the first party, the state agency, has concluded that either state personnel are not available to perform said function, or it would not be feasible to utilize state personnel to perform said function; and
Whereas, the second party, the Contractor, is available and qualified to perform such function; and
Whereas, for the abovementioned reasons, the state agency desires to avail itself of the services of the second party;

NOW THEREFORE, the following terms and conditions are applicable to this contract:

1.00 Effective Date

This contract is not effective until the Secretary of the Finance and Administration Cabinet or his authorized designee has approved the contract and until the contract has been submitted to the Legislative Research Commission, Government Contract Review Committee ("LRC"). However, in accordance with KRS 45A.700, contracts in aggregate amounts of \$10,000 or less are exempt from review by the committee and need only be filed with the committee within 30 days of their effective date for informational purposes.

KRS 45A.695(7) provides that payments on personal service contracts and memoranda of agreement shall not be authorized for services rendered after government contract review committee disapproval, unless the decision of the committee is overridden by the Secretary of the Finance and Administration Cabinet or agency head, if the agency has been granted delegation authority by the Secretary.

2.00 Renewals

Upon expiration of the initial term, the contract may be renewed in accordance with the terms and conditions in the original solicitation. Renewal shall be subject to prior approval from the Secretary of the Finance and Administration Cabinet or his authorized designee and the LRC Government Contract Review Committee in accordance with KRS 45A.695 and KRS 45A.705, and contingent upon available funding.

3.00 LRC Policies

Pursuant to KRS 45A.725, LRC has established policies which govern rates payable for certain professional services. These are located on the LRC webpage <https://apps.legislature.ky.gov/moreinfo/Contracts/homepage.html> and would impact any contract established under KRS 45A.690 et seq., where applicable.

4.00 Choice of Law and Forum

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

5.00 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.

6.00 Cancellation

The Commonwealth shall have the right to terminate and cancel this contract at any time not to exceed thirty (30) days' written notice served on the Contractor by registered or certified mail.

7.00 Funding Out Provision

The state agency may terminate this contract if funds are not appropriated to the contracting agency or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the contract. The state agency shall provide the Contractor thirty (30) calendar days' written notice of termination of the contract due to lack of available funding.

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8.00 Reduction in Contract Worker Hours

The Kentucky General Assembly may allow for a reduction in contract worker hours in conjunction with a budget balancing measure for some professional and non-professional service contracts. If under such authority the agency is required by Executive Order or otherwise to reduce contract hours, the agreement will be reduced by the amount specified in that document. If the contract funding is reduced, then the scope of work related to the contract may also be reduced commensurate with the reduction in funding. This reduction of the scope shall be agreeable to both parties and shall not be considered a breach of contract.

9.00 Authorized to do Business in Kentucky

The Contractor affirms that it is properly authorized under the laws of the Commonwealth of Kentucky to conduct business in this state and will remain in good standing to do business in the Commonwealth of Kentucky for the duration of any contract awarded.

The Contractor shall maintain certification of authority to conduct business in the Commonwealth of Kentucky during the term of this contract. Such registration is obtained from the Secretary of State, who will also provide the certification thereof.

Registration with the Secretary of State by a Foreign Entity

Pursuant to KRS 45A.480(1)(b), an agency, department, office, or political subdivision of the Commonwealth of Kentucky shall not award a state contract to a person that is a foreign entity required by KRS 14A.9-010: to obtain a certificate of authority to transact business in the Commonwealth ("certificate") from the Secretary of State under KRS 14A.9-030:

<https://apps.legislature.ky.gov/law/statutes/statute.aspx?id=40424> therefore, foreign entities should submit a copy of their certificate with their solicitation response.

If the foreign entity is not required to obtain a certificate as provided in KRS 14A.9-010: <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/Pages/default.aspx>

10.00 Invoices for fees

The Contractor shall maintain supporting documents to substantiate invoices and shall furnish same if required by state government. The invoice must conform to the method described in Section V of this contract.

Pursuant to KRS 45A.695, no payment shall be made on any personal service contract unless the individual, firm, partnership, or corporation awarded the personal service contract submits its invoice for payment on a form established by the committee.

*Invoice form is available on the Legislative Research Commission, Government Contract Review Committee website: <https://apps.legislature.ky.gov/moreinfo/Contracts/homepage.html>

11.00 Travel expenses, if authorized

The Contractor shall be paid for no travel expenses unless and except as specifically authorized by the specifications of this contract or authorized in advance and in writing by the Commonwealth. The Contractor shall maintain supporting documents that substantiate every claim for expenses and shall furnish same if requested by the Commonwealth.

12.00 Other expenses, if authorized herein

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The Contractor shall be reimbursed for no other expenses of any kind, unless and except as specifically authorized within the specifications of this contract or authorized in advance and in writing by the Commonwealth.

If the reimbursement of such expenses is authorized, the reimbursement shall be only on an out-of-pocket basis. Request for payment of same shall be processed upon receipt from the Contractor of valid, itemized statements submitted periodically for payment at the time any fees are due. The Contractor shall maintain supporting documents that substantiate every claim for expenses and shall furnish same if requested by the Commonwealth.

13.00 Purchasing and specifications

The Contractor certifies that he/she will not attempt in any manner to influence any specifications to be restrictive in any way or respect nor will he/she attempt in any way to influence any purchasing of services, commodities or equipment by the Commonwealth of Kentucky. For the purpose of this paragraph and the following paragraph that pertains to conflict-of interest laws and principles, "he/she" is construed to mean "they" if more than one person is involved and if a firm, partnership, corporation, or other organization is involved, then "he/she" is construed to mean any person with an interest therein.

14.00 Conflict-of-interest laws and principles

The Contractor certifies that he/she is legally entitled to enter into this contract with the Commonwealth of Kentucky, and by holding and performing this contract, he/she will not be violating either any conflict of interest statute (KRS 45A.330-45A.340, 45A.990, 164.390), or KRS 11A.040 of the executive branch code of ethics, relating to the employment of former public servants.

15.00 Campaign finance

The Contractor certifies that neither he/she nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of this contract, has contributed more than the amount specified in KRS 121.056(2), to the campaign of the gubernatorial candidate elected at the election last preceding the date of this contract. The Contractor further swears under the penalty of perjury, as provided by KRS 523.020, that neither he/she nor the company which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth, and that the award of a contract to him/her or the company which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

16.00 Access to Records

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

17.00 Protest

Pursuant to KRS 45A.285, the Secretary of the Finance and Administration Cabinet, or his designee, shall have authority to determine protests and other controversies of actual or prospective vendors in connection with the solicitation or selection for award of a contract.

Any actual or prospective vendor, who is aggrieved in connection with the solicitation or selection for award of a contract, may file protest with the Secretary of the Finance and Administration Cabinet. A protest or notice of other controversy must be filed promptly and, in any event, within two (2) calendar weeks after

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such aggrieved person knows or should have known of the facts giving rise thereto. All protests or notices of other controversies must be in writing and shall be addressed to:

Holly M. Johnson, Secretary

Commonwealth of Kentucky
 Finance and Administration Cabinet
 Office of the Secretary
 200 Mero Street, 5th Floor
 Frankfort, KY 40622

The Secretary of Finance and Administration Cabinet shall promptly issue a decision in writing. A copy of that decision shall be mailed or otherwise furnished to the aggrieved party and shall state the reasons for the action taken.

The decision by the Secretary of the Finance and Administration Cabinet shall be final and conclusive.

18.00 Social Security

The parties are cognizant that the state is not liable for social security contributions, pursuant to 42 U.S. Code, section 418, relative to the compensation of the second party for this contract.

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

19.00 Violation of tax and employment laws

KRS 45A.485 requires the Contractor and all subcontractors performing work under the contract to reveal to the Commonwealth any final determination of a violation by the Contractor within the previous five (5) year period of the provisions of KRS chapters 136, 139, 141, 337, 338, 341, and 342. These statutes relate to corporate and utility tax, sales and use tax, income tax, wages and hours laws, occupational safety and health laws, unemployment insurance laws, and workers compensation insurance laws, respectively. Disclosure of any violations is required prior to the award of any state contract and throughout the duration the contract.

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

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

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

20.00 Discrimination

This section applies only to contracts disbursing federal funds, in whole or part, when the terms for receiving those funds mandate its inclusion. Discrimination (because of race, religion, color, national origin, sex,

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sexual orientation, gender identity, age, or disability) is prohibited. During the performance of this contract, the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity or age. The Contractor further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The Contractor agrees to provide, upon request, needed reasonable accommodations. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

In all solicitations or advertisements for employees placed by or on behalf of the Contractor, the Contractor will state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.

The Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding a notice advising the said labor union or workers' representative of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.

The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions that may be imposed and remedies invoked as provided in or as otherwise provided by law.

The Contractor will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

21.00 Bidder, Offeror, or Contractor Mandatory Representations Compliance with Commonwealth Law

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

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

Boycott Provisions

The contractor represents that, pursuant to [KRS 45A.607](#), they are not currently engaged in, and will not for the duration of the contract engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which Kentucky can enjoy open trade. **Note:** The term Boycott does not include actions taken for bona fide business or economic reasons, or actions specifically required by federal or state law.

Lobbying Prohibitions

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

The contractor further represents that, pursuant to [KRS 45A.328](#), they have not procured an original, subsequent, or similar contract while employing an executive agency lobbyist who was convicted of a crime related to the original, subsequent, or similar contract within five (5) years of the conviction of the lobbyist.