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GOVERNOR  
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LIEUTENANT GOVERNOR

**PUBLIC PROTECTION CABINET**  
**Kentucky Board of Examiners of Psychology**  
500 Mero Street, 2SC32  
Frankfort, KY 40601  
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**Ray A. Perry**  
SECRETARY

The Kentucky Board of Examiners of Psychology seeks the services of up to three qualified people to provide investigative services for complaints received. RFP-210-2300000212, which follows this page, was released December 13, 2022. Questions regarding the RFP are due by December 23, 2022 and may be submitted to Courtney Cook, [Courtney.Cook@ky.gov](mailto:Courtney.Cook@ky.gov), 502-782-8802. **Proposals are due January 12, 2023.** For further information, please see the final RFP posted at: [Contract Connections - Finance and Administration Cabinet](#). Please select the link under "In this Section" for "Vendor Self Service (VSS) and Active Solicitations"; select "Guest Access" on the left and search for "2300000212"; a printout of the full RFP is available under the tab for "Attachments."



## Commonwealth of Kentucky SOLICITATION

Modification: No      Version #:

<b>TITLE:</b> Investigative Services	
<b>Date Issued:</b> 12/13/2022	<b>Solicitation Closes</b>
<b>Record Date:</b> 12/02/2022	<b>Date:</b> 01/12/2023
	<b>Time:</b> 14:00
<b>Solicitation No:</b> RFP 210 2300000212	
<b>Online Bidding Prohibited:</b>	Yes
<b>For Information Call:</b> Courtney Cook 502-782-8802	<b>Bid Receiving Location:</b> Department of Professional Licensing 500 Mero Street, 2nd Floor Frankfort KY 40601
<b>Vendor Customer Number:</b>	
<b>Vendor Name:</b>	
<b>Phone Number:</b>	
<b>Fax Number:</b>	
<b>Email Address:</b>	
<b>Ordering</b>	<b>Payment</b>
<b>Address:</b>	<b>Address:</b>
<b>City, State, Zip:</b>	<b>City, State, Zip:</b>
<b>Contact Name:</b>	<b>Contact Name:</b>
<b>Contact Email:</b>	<b>Contact Email:</b>
<b>Contact Phone Number:</b>	<b>Contact Phone Number:</b>
<b>Ownership Type</b>	
<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 \_\_\_\_\_

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



# Commonwealth of Kentucky SOLICITATION

Modification: No

Version #:

**Line Items**

Commodity Group: Default

Line	CL Description	Quantity	UOM	Unit Cost	Line Total or Contract Amnt
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1	Investigative Services				
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Comm Code	Comm Description	Manufacturer	Model #	Manuf Part #
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99052PS	PSC-Investigative Services			
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**Extended Description**

The Kentucky Board of Examiners of Psychology is required by KRS Chapter 319.005-990 to conduct investigations of licensed and unlicensed persons. Hourly rate will not be paid while in travel status.

Line	CL Description	Quantity	UOM	Unit Cost	Line Total or Contract Amnt
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2	Travel Expenses				
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Comm Code	Comm Description	Manufacturer	Model #	Manuf Part #
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99310	Travel, Business			
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**Extended Description**

Travel will be reimbursed at actual expenses with mileage at the current state reimbursement rate. Hourly rate will not be paid while in travel status.

Line	CL Description	Quantity	UOM	Unit Cost	Line Total or Contract Amnt
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3	Miscellaneous Expenses				
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Comm Code	Comm Description	Manufacturer	Model #	Manuf Part #
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578	MISCELLANEOUS PRODUCTS (NOT OTHERWISE CLASSIFIED)			
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**Extended Description**

Miscellaneous costs will be reimbursed upon submission of receipts (i.e., postage, copies, supplies, etc.)

<b>Shipping Information</b>	<b>Billing Information</b>
KY Board of Examiners of Psychology Courtney Cook 500 Mero Street 2SC #32  Frankfort                      KY                      40601	KY Board of Examiners of Psychology Courtney Cook 500 Mero Street 2SC #32  Frankfort                      KY                      40601



# Commonwealth of Kentucky SOLICITATION

Modification: No

Version #:

## Submission Checklist

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

### Item

- Oral Presentations
- Cost Proposal
- Qualifications and Expertise
- Travel throughout the Commonwealth for investigations
- Written Reports

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**Revised October 2021  
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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REQUEST FOR PROPOSAL  
FOR  
PERSONAL SERVICE CONTRACT

**Public Protection Cabinet/Department of Professional Licensing  
Investigative Services  
RFP 210 2300000212**

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 Board of Examiners of Psychology (the "Board").

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**

The Kentucky Board of Examiners of Psychology is required by KRS Chapter 319.005 through 990 to conduct investigations of licensed and unlicensed persons. Therefore, the Board is issuing this RFP to seek the services of up to three qualified people to provide investigative services for complaints received.

**2.00 Scope of Work**

The Board requires the services of a qualified investigator to perform investigations from complaints received. Duties will include interviewing parties and witnesses, obtaining and reviewing documents, inspecting court records and documents, submitting written investigative reports and compiling case files to present to the Board and its subcommittee, and providing testimony for administrative hearings and interpreting laws and regulations regarding the practice of psychology. Investigators are guided by the investigative process outlined by board regulation at 201 KAR 26:130 Section 2(7) and a copy of this regulation is attached to this RFP. Investigative reports shall be submitted to the Board upon completion and within the time period required by 201 KAR 26:130 Section 2(7). The Board may require investigators to use a standardized report template and may require the investigator to attend training courses as requested by the Board. Investigator duties beyond the licensee complaint process include investigations in matters related to alleged unlawful practice of psychology.

**3.00 Evaluation Criteria**

The Kentucky Board of Examiners of Psychology will evaluate the proposals based on the following evaluation factors:

-

**Mandatory Requirements**

**Travel (Pass/Fail) – Mandatory Requirement - Offeror shall be required to travel to various locations within the Commonwealth to conduct investigations if necessary. This would include traveling to interview the person that filed the complaint, any witnesses, the licensee/respondent, attend board and committee meetings when requested, and attend administrative hearings as may be required. Please provide a written statement with your offer that states you comply with this mandatory requirement.**

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**Written Report (Pass/Fail) – Mandatory Requirement - Offeror must provide a sample of written reports – personal information may be redacted. Failure to submit a sample of written reports will result in a non-responsive bid.**

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**Technical (100 points)**

**Qualifications and Expertise— Offeror must be licensed by the Kentucky Board of Examiners of Psychology. Offeror shall include a detailed resume with their response. The resume shall include, but not be limited to, education, training and any work experience providing investigative services.**

**Cost (200 Points)**

Provide the price per hour they will charge for 250 hours of work – the number of hours is estimated and not guaranteed. **Hourly rate will not be paid while in travel status.**

Provide a separate amount for travel that will include mileage reimbursement, meals, and overnight lodging when applicable. The travel amount will be a lump sum.

Provide a separate amount for miscellaneous expenses that will include reimbursement for copies, postage for submitting reports to the board, etc. The miscellaneous expenses will be a lump sum.

Offeror is required to complete the Cost Proposal Form attached to this RFP with requested information or the proposal will be deemed non-responsive.

**Oral Presentation and Panel Interview (If Required) (200 points)**

**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	<b>12/13/22</b>
<b>Written Questions due by: 2:00 pm</b>	<b>12/22/22</b>
<b>Anticipated Commonwealth Response to Written Questions</b>	<b>01/03/23</b>
Proposals Due by: <b>2:00 pm</b>	<b>01/12/23</b>
All bidders are cautioned to be aware of the security in the <b>Mayo-Underwood Building</b> located at <b>500 Mero Street / Frankfort</b> , Kentucky. All bids shall be time stamped in the <b>Department of Professional Licensing</b> no later than the due date and time defined in this Solicitation. In person or courier delivered bids in response to this Solicitation shall be delivered to <b>Courtney Cook / Department of Professional Licensing / 1<sup>st</sup> Floor</b> . Delays due to building security checks shall not be justification for acceptance of a late bid.	
*NOTE: ALL TIME REFERENCES ARE TO THE EASTERN TIME ZONE.	

**5.00 Offeror’s Conference**

Not Applicable

**6.00 Point of Contact**

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:

Courtney Cook  
500 Mero Street  
P.O. Box 1360  
Frankfort, KY 40602  
502-782-8802  
502-564-3296  
Courtney.Cook@ky.gov

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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**

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

**The vendor should complete the "Vendor" box on the face of the solicitation. An authorized representative of the vendor shall sign where indicated on the face of the solicitation. If the solicitation is not signed the proposal shall be deemed non-responsive.**

**Acknowledgment of Addenda**

It is the vendor's responsibility to check the web site for any modifications to this solicitation. Vendors are encouraged to acknowledge each addendum by signing and submitting the latest addendum with their response. However, signing the face of the solicitation as indicated above constitutes the vendor's acknowledgement of an agreement to be bound by the terms of all addenda issued.

**Failure to specifically acknowledge addenda will not excuse the vendor from adhering to all changes to the requirements of the solicitation set forth therein nor provide justification for any pricing changes.**

All submitted technical and cost proposals shall remain valid for a minimum of six (6) months after the proposal due date.

**Proposals shall be submitted in three (3) parts: The Technical Proposal, the Cost Proposal, and if applicable the Proprietary Information.**

The **Technical Proposal** should include one (1) marked original hard/paper copy technical and (1) one marked technical thumb/flash drives (in Microsoft Word, Microsoft Excel, or PDF format ONLY). Do not include embedded documents, hyperlinks, or hyperlinks to videos.

The **Cost Proposal** should include one (1) marked original hard/paper copy cost and (1) one marked cost thumb/flash drives (in Microsoft Word, Microsoft Excel, or PDF format ONLY). Do not include embedded documents, hyperlinks, or hyperlinks to videos.

Any **Proprietary Information** should include one (1) marked original hard/paper copy proprietary and (1) one marked proprietary data thumb/flash drives (in Microsoft Word, Microsoft Excel, or PDF format ONLY). Do not include embedded documents, hyperlinks, or hyperlinks to videos.

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

Investigative Services  
RFP 210 2300000212  
**TECHNICAL PROPOSAL**  
Kentucky Board of Examiners of Psychology  
Department of Professional Licensing



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The outside cover of the package containing the cost proposal shall be marked:  
Investigative Services  
RFP 210 2300000212  
COST PROPOSAL  
Kentucky Board of Examiners of Psychology  
Department of Professional Licensing

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

Investigative Services  
RFP 210 2300000212  
PROPRIETARY PROPOSAL  
Kentucky Board of Examiners of Psychology  
Department of Professional Licensing

All proposals must be received no later than 2:00 pm 01/12/23.

**8.10 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.

**Signed and Notarized Required Affidavit for Bidders or Offerors - available at the following link:**

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<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.

### **8.20 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.

### **8.30 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 Board of Examiners of Psychology 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**

The Kentucky Board of Examiners of Psychology will evaluate the proposal based on the cost portion of the Evaluation Criteria.

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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 Board of Examiners of Psychology/Public Protection Cabinet/Department of Professional Licensing shall not disclose any portions of the proposals prior to contract award to anyone outside the Kentucky Board of Examiners of Psychology/Public Protection Cabinet/Department of Professional Licensing, 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 Board of Examiners of Psychology 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 Right to Use Oral Presentations/Demonstrations to Verify/Expand on Proposal**

The Commonwealth reserves the right at its discretion to require Oral Presentations/Demonstrations by some or all of the Offerors to verify or expand on the Technical or Cost Proposals.

**9.85 Oral Presentations/Demonstrations Evaluation Criteria**

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 4** 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.

**9.90 Negotiation**

After conducting the evaluation to determine the best proposal received, the Kentucky Board of Examiners of Psychology 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 Board of Examiners of Psychology 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.

**9.95 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.

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### 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 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 02/1/2023 through 6/30/24.

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 two (2) additional two (2) 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 Board of Examiners of Psychology 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

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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.

### 201 KAR 26:130. Grievances and administrative complaints.

RELATES TO: KRS 319.005, 319.032, 319.082, 319.118, 319.990

STATUTORY AUTHORITY: KRS 319.032(1)(k)

NECESSITY, FUNCTION, AND CONFORMITY: KRS 319.032(1)(k) requires the board to promulgate administrative regulations that establish the procedure for investigating complaints or suspected violations of KRS Chapter 319 and notifying proper law enforcement authorities. KRS 319.005 prohibits unlicensed persons from engaging in the practice of psychology or using the title of psychologist, licensed psychologist, certified psychologist, licensed psychological practitioner, or licensed psychological associate. KRS 319.082 delineates the causes for which disciplinary action may be taken against a credential holder. KRS 319.118 authorizes the board to institute and maintain actions to restrain or enjoin violations of applicable statutes, administrative regulations, and orders of the board. KRS 319.990 sets forth the criminal penalty for violations and authorizes prosecution of violators. KRS 319.032 authorizes the board to develop guidelines for use in complaints involving alleged sexual misconduct by a license holder, and for training of investigators in these matters. This administrative regulation is established to protect and safeguard the health and safety of the citizens of Kentucky and to provide procedures for filing, evaluating, and disposing of administrative complaints asserted against credential holders or applicants for licenses.

#### Section 1. Definitions.

- (1) "Administrative complaint" means a formal administrative pleading authorized by the board that sets forth charges against a credential holder or applicant and commences a formal disciplinary proceeding in accordance with KRS Chapter 13B.
- (2) "Board" is defined in KRS 319.010(2), and for purposes of this administrative regulation, shall also mean a hearing panel.
- (3) "Charge" means a specific allegation contained in any document issued by the board or hearing panel alleging a violation of a specified provision of the KRS Chapter 319 or 201 KAR Chapter 26.
- (4) "Grievance" means any allegation alleging misconduct by a license holder or applicant or alleging that an unlicensed person is engaging in the practice of psychology or using the title of psychologist.
- (5) "Order" means the whole or any part of a final disposition of a hearing.
- (6) "Person" means any individual, partnership, corporation, association, or public or private organization of any character other than an agency.
- (7) "Respondent" means the person against whom a grievance or administrative complaint has been made.

#### Section 2. Grievance.

(1) Source. A grievance may be initiated by:

- (a) The board;
- (b) The public; or
- (c) Any governmental agency.

(2) Form.

(a) A grievance shall:

1. Be in writing through use of hard copy or digital forms provided by the board;
2. Clearly identify the licensee against whom the grievance is being made;
3. Contain the date the grievance is initiated;
4. Clearly identify the complainant through printed name, contact information, and signature;
5. Contain a clear and concise statement of the facts giving rise to the grievance, including the relationship of the complainant to the licensee;
6. Indicate if the grievance arises out of a court-involved evaluation, consultation, treatment, or psychoeducation of a person;
7. Provide consent, or a means of acquiring consent, from the legal guardian for investigations involving minors or adults under guardianship; and
8. Provide a waiver of confidentiality for the complainant and the complainant's minor children or wards, if applicable.

(b) A certified copy of a court record for a misdemeanor or felony conviction relating to the practice of psychology shall be considered a valid grievance.

(c) The board shall not accept or process anonymous grievances or administrative complaints.

(3) A grievance shall be filed with the board at its designated office or place of business, or by e-mail.

(4) Response. The board shall provide a copy of the grievance to the respondent in a timely manner along with additional information and documents supplied by the complainant throughout the administrative process.

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- (5) The respondent shall have twenty (20) days to file with the board a written response to the grievance.
- (6) Initial review of the grievance by the complaint screening committee:
- (a) All grievances shall be assigned an identification number and be referred to as such to ensure anonymity.
  - (b) At the next subsequent regularly-scheduled meeting of the board's designated complaint screening committee, or as soon thereafter as practicable, the complaint screening board or a panel committee of the board shall review the grievance and response as well as determine if the matter is within the board's jurisdiction. At that time, and if all necessary information for decision making is available, the complaint screening committee may recommend:
    1. Dismissal of the grievance if the complaint screening committee determines there is no evidence of a violation of law or ethics as provided by the statutes or administrative regulations pertaining to the practice of psychology or if it is determined that the facts alleged in the grievance or investigative report do not constitute a prima facie violation. If the complaint screening committee recommends dismissal, and the board approves, the complaint screening committee shall notify the complainant and the respondent that no further action shall be taken at the present time.
    2. Investigation;
    3. Tabling the decision to allow for acquisition of additionally requested information, which may include a fitness for duty evaluation;
    4. Referral of the grievance to the full board for further review and action; or
    5. Issuing a voluntary assurance of compliance to unlicensed individuals whom engage in the practice of psychology.
- (7) Investigation. The board shall provide investigators to explore the ethical and professional conduct of respondents related to the filing of grievances.
- (a) The investigator shall review the factors and variables within the grievance that are pertinent to the practice of psychology and consider the circumstances for which the board's review is required.
  - (b) The respondent shall be contacted by the investigator or board administrator to begin the investigation. With the consent of the respondent, a meeting may be scheduled at which time the respondent may further respond to the allegations of the grievance. The board and the respondent shall have the right to be represented at the meeting by legal counsel.
  - (c)
    1. If the grievance pertains to a minor or any person under legal guardianship as a consumer, collateral, or participant of the investigation, the investigator shall acquire consent from all-involved legal guardians of the minor or ward prior to proceeding with the investigation, unless otherwise ordered by a court of law.
    2. If the grievance arises out of a court-involved evaluation, treatment, or psychoeducation of a person whereby the respondent's engagement was affiliated with a legal action, the investigator shall secure information from all involved parties, as well as judicial officers and other involved professionals, concerning the role of the respondent and the purpose and scope of the respondent's court-affiliation. The investigator shall also secure information from opposing parties and other stakeholders in the legal process when assessing the role of the respondent in legal proceedings and how the role is related to the grievance.
    3. Investigators shall consider information from multiple data-gathering methods to increase accuracy and objectivity.
    4. Investigators shall strive to use a balanced and fair process of investigation through collection of valid collateral source information that demonstrates sufficiency and reliability.
    5. In the investigation of the grievance, the investigator shall review all data provided from both the complainant and the respondent as well as answer to all requested information from the board.
    6. Investigators shall perform reasonable inquiry when confronted with information about a possible violation of law or ethics; however, the scope of the investigation shall be delineated by grievance.
    7. Investigators shall be free from multiple relationships and conflicts of interest prior to acceptance and through completion of the investigation.
    8. If the investigator is a member of the board, the investigating member shall not vote on disposition of the grievance.
    9. Investigators shall complete the investigation in less than sixty (60) days from the respondent's final interview. If an extension is needed, the investigator shall inform the complaints screening committee of the reason for the extension as well as an estimated date of completion in fourteen (14) day intervals.
- (8) Report of investigation. Upon the completion of the investigation, the person or persons making the investigation shall submit a written report to the complaints screening committee containing a succinct statement of the facts disclosed or discovered by the investigation. The investigator shall also acknowledge incomplete, unreliable, or missing data.
- (9) After consideration of the grievance and investigative report by the complaint screening committee, the committee may consider the options in paragraph (6)b of this section. If referred to the board, the board shall determine, with the weight it sees fit, if there has been a prima facie violation of KRS 319.082 based on consideration of the:
- (a) Grievance;
  - (b) Response;
  - (c) Investigative report, if an investigation was warranted; and
  - (d) Fitness for duty examination, if an examination was warranted
- (10) If it is determined that the facts alleged in the grievance or investigative report do not constitute a prima facie violation, the board shall notify the person making the grievance and the respondent that no further action shall be taken at the present time.
- (11) If it is determined that there is a prima facie violation, the board shall:
- (a) Issue an administrative complaint against the credential holder or applicant;
  - (b) File suit to enjoin the violator; or
  - (c) Seek criminal prosecution pursuant to KRS 319.990.

Section 3. Administrative Complaint. If the board determines that the grievance shall be made an administrative complaint, the administrative complaint shall be adjudicated pursuant to KRS Chapter 13B.

Section 4. Administrative Response. Within twenty (20) days of service of the formal administrative complaint, the respondent shall file with the board a written response to the specific allegations set forth in the administrative complaint. Allegations not properly responded to shall be deemed admitted, and may form the basis for a default adjudication against the respondent subject to the administrative complaint if the requisite elements of a violation are admitted. The board may, for good cause, permit the late filing of a response.

Section 5. Allegations of Sexual Misconduct by a License Holder.

- (1) To assure confidentiality for the complainant, the alleged victim's name shall not be used in any written document. This individual shall be identified by initials only or by some other mechanism for identification adopted by the board.
- (2) Upon request, the testimony of the alleged victim may be taken by deposition to assure his or her confidentiality.
- (3) To protect the confidentiality of all parties, the board may issue an order restraining all parties and their representatives, including counsel, from any discussion or release of information about the allegations outside of the investigative and hearing processes.
- (4) In accordance with the provisions of KRS 319.032(1)(d), the board may hold some or all of the hearing procedures in closed session.

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Section 6. Fitness for Duty Examination.

- (1) If there is reasonable cause to believe that a credential holder or applicant for a license is physically or mentally incapable of practicing psychology with reasonable skill and safety to clients, the board may order the credential holder or applicant to submit to an examination by a psychologist or other health care provider designated by the board to determine the credential holder's or applicant's fitness and competence to practice psychology.
- (2) The expense of this examination shall be borne by the board.
- (3) The board shall then consider the findings and conclusion of the examination.
- (4) The board shall provide a copy of the examination to the respondent. The respondent may file with the board a written response to the examination within fifteen (15) days of the date on which the findings and conclusion of the examination was provided to the respondent.
- (5)
  - (a) Based on consideration of the psychological or physical examination, the board shall determine if there has been a prima facie violation of KRS 319.082.
  - (b) If it is determined that the findings and conclusion of the examination do not constitute a prima facie violation of KRS 319.082, the board shall notify the respondent and complainant, if any.
  - (c) If it is determined that there is a prima facie violation of KRS 319.082, the board shall issue an administrative complaint against the credential holder or applicant.

Section 7. Board Member Training for Cases of Sexual Misconduct.

- (1) Within six (6) months of their appointment, all board members and investigators shall undergo specialized training to cover the content specified by KRS 319.032(1)(e).
- (2) An investigator shall not be assigned to cases where sexual misconduct has been alleged until the required training has been completed.
- (3) Training shall consist of a three (3) hour course that includes the content specified by KRS 319.032(1)(e) and may be delivered by means of either live presentation, individual tutorial, or electronic media.

(13 Ky.R. 2162; eff. 7-2-1987; 20 Ky.R. 579; 933; eff. 10-21-1993; 28 Ky.R. 1459; 1802; eff. 2-7-2002; 37 Ky.R. 1516; 1977; eff. 3-4-2011; 43 Ky.R. 1807; 44 Ky.R. 19; eff. 7-17-2017; 45 Ky.R. 1324, 2073; eff. 1-23-2019; Crt eff. 9-5-2019; 47 Ky.R. 2042, 48 Ky.R. 313; eff. 8-26-2021; 48 Ky.R. 1863, 2569; eff. 6-2-2022.)



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**Personal Service Contract Standard Terms and Conditions  
Revised November 2021**

**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 unless the person produces the certificate within fourteen (14) days of the bid or proposal opening. 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, the foreign entity should identify the applicable exception in its solicitation response. Foreign entity is defined within KRS 14A.1-070.

**For all foreign entities required to obtain a certificate of authority to transact business in the Commonwealth, if a copy of the certificate is not received by the contracting agency within the time frame identified above, the foreign entity's solicitation response shall be deemed non-responsive or the awarded contract shall be cancelled.**

Businesses can register with the Secretary of State at <https://onestop.ky.gov/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: (check one)**

\_\_\_\_\_ 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.

\_\_\_\_\_ The parties are cognizant that the state is liable for social security contributions, pursuant to 42 U.S. Code, section 418, relative to the compensation of the second party for this contract.

**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, prior to the award of a contract, 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

To comply with the provisions of KRS 45A.485, the Contractor and all subcontractors performing work under the contract shall report any such final determination(s) of violation(s) to the Commonwealth by providing the following information regarding the final determination(s): the KRS violated, the date of the final determination, and the state agency which issued the final determination.

KRS 45A.485 also provides that, for the duration of any contract, the Contractor and all subcontractors performing work under the contract shall be in continuous compliance with the provisions of those statutes, which apply to their operations, and that their failure to reveal a final determination, as described above, or failure to comply with the above statutes for the duration of the contract, shall be grounds for the Commonwealth's cancellation of the contract and their disqualification from eligibility for future state contracts for a period of two (2) years.

Contractor must check one:

\_\_\_\_\_ The Contractor has not violated any of the provisions of the above statutes within the previous five (5) year period.

\_\_\_\_\_ The Contractor has violated the provisions of one or more of the above statutes within the previous five (5) year period and has revealed such final determination(s) of violation(s). Attached is a list of such determination(s), which includes the KRS violated, the date of the final determination, and the state agency which issued the final determination.

**20.00 Discrimination:**

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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, 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.

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ATTACHMENT A

**COST PROPOSAL FORM**

**Bidder Name** \_\_\_\_\_

**Date Prepared** \_\_\_\_\_

**Investigative Services**

**Number of Hours 250 X Hourly Rate \$ \_\_\_\_\_ = Total Amount**  
**\$ \_\_\_\_\_**

**Total Travel Cost \$ \_\_\_\_\_**

**Miscellaneous Expenses \$ \_\_\_\_\_**

**Total Contract Amount \$ \_\_\_\_\_**

**This cost proposal is submitted by:**

\_\_\_\_\_

**Signature**

**Date**

**Total hours available shall be the total number you will be available to perform investigative services**

**Hourly rate is the amount you would charge per hour to perform investigative services**

**Total travels costs shall include mileage reimbursement at the current state rate, meal and hotel receipts if applicable**

**Miscellaneous expenses will reimburse postage, supplies, mailing costs, etc.**