



# Kentucky Horse Racing and Gaming SOLICITATION MODIFICATION

Modification:

Version #:

|                             |                          |
|-----------------------------|--------------------------|
| <b>TITLE:</b>               | Hearing Officer Services |
| <b>SOLICITATION NUMBER:</b> | RFP 2026-002             |

|                     |              |                            |                |
|---------------------|--------------|----------------------------|----------------|
| <b>Date Issued:</b> | June 1, 2026 | <b>Solicitation Closes</b> |                |
| <b>Record Date:</b> | June 1, 2026 | <b>Date:</b>               | June 22, 2026  |
|                     |              | <b>Time:</b>               | 12:00 p.m. EST |

|   |     |  |                        |
|---|-----|--|------------------------|
| <b>Addendum #1 to answer questions submitted by vendors. See page 16.</b> |     |  |                        |
| <b>For Information Call:</b>  |     | <b>Bid Receiving Location:</b>   |                        |
| Ashleigh Bailey<br>(502) 782-4225   |     | Kentucky Horse Racing and Gaming<br>4047 Iron Works Parkway<br>Lexington, KY 40511 |                        |
| <b>Email Submission Accepted?</b>   | Yes | <b>Email:</b>  | Ashleigh.Bailey@ky.gov |

| VENDOR INFORMATION  |  |                          |  |
|---|--|--------------------------|--|
| <b>Vendor Name:</b>   |  |                          |  |
| <b>Phone Number:</b>  |  | <b>Fax Number:</b>       |  |
| <b>Email Address:</b>   |  |                          |  |
| ORDERING  |  | PAYMENT                  |  |
| <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:</b>   |  | <b>Contact Phone:</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. FAILURE TO SIGN SHALL RENDER THE BID INVALID.**

Signature \_\_\_\_\_ Date \_\_\_\_\_

FEIN # \_\_\_\_\_

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



## Kentucky Horse Racing and Gaming PROPOSAL SUBMISSION CHECKLIST

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

- Signed and completed Solicitation
- Signed Proposal Certification – Section 11.1
- Completed Offeror Contact Information – Section 11.2
- Technical Proposal under sealed cover and by the closing date

KHRG 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>)

The following items **MUST** be submitted prior to award.

- Transmittal letter – Section 8.10
- Proof of registration with Secretary of State by a foreign entity

## REQUEST FOR PROPOSAL FOR PERSONAL SERVICE CONTRACT

### **Kentucky Horse Racing and Gaming Hearing Officer Services RFP RFP-2026-002**

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 Kentucky Horse Racing and Gaming ("KHRG"), an independent, de jure municipal corporation and political subdivision of the Commonwealth of Kentucky. KHRG regulates all forms of live horse racing, pari-mutuel wagering, sports wagering, breed integrity and development, charitable gaming, and as of July 1, 2026, fixed odds wagering and fantasy sports.

Offerors are advised that any personal service contract resulting from this RFP must comply with all applicable provisions of KRS 230.225 and KRS 45A 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 by the President and CEO, KHRG Finance Committee, and/or KHRG Board of Directors, executed by the President and CEO, and filed with the Legislative Research Commission, Government Contract Review Committee.

#### **1.00 Purpose and Background**

KHRG requires hearing officers in the regulatory areas under its jurisdiction. KHRG is not currently staffed to provide these services for itself. KHRG seeks private attorneys to serve as hearing officers through personal service contracts as required by KRS 13B.030. One or more contracts may be awarded under this RFP.

#### **2.00 Scope of Work**

Hearing officers must be attorneys in compliance with KRS 13B.030 and shall be responsible for completing administrative appeals on behalf of KHRG.

Requested services include, but are not limited to:

1. Writing decisions that include findings of fact, conclusions of law, and recommended and final orders;
2. Drafting, reviewing, and issuing notices, orders, and correspondence while conducting legal research on complex matters;
3. Handling case files, audio transcripts, correspondence, and orders by either hand-delivery or electronic transmission; and
4. Serving as a hearing officer for KHRG in administrative hearings as needed.

Hearings, conferences, notices, orders, marked exhibits, records, recommended orders, audio transcripts and final orders are to be conducted or issued within appropriate statutory and regulatory timeframes.

Successful applicants must conduct a thorough conflict of interest screening prior to performing any legal work for KHRG. KHRG reserves the right to determine whether any particular relationship constitutes a conflict of interest in any given legal matter.

Utilization of this contract shall be determined on an "as needed" basis, thus the vendor is not guaranteed to receive any compensation pursuant to this contract and any work performed thereunder shall be performed following a request from the KHRG.

**Warrants of Vendor** – The Vendor warrants that it has neither retained nor employed any company or person, other than a bona fide employee working solely for the Vendor, to solicit or secure the contractual agreement and that it has neither paid nor agreed to pay any company or person, other than a bona fide employee working solely for the Vendor, any fee, commission, percent, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of the contractual agreement. For breach or violation of this warranty, KHRG shall have the right to annul any contractual agreement without liability or, at its discretion, to deduct from the contract price on consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

The Vendor certifies that it shall not at any time release or divulge any information concerning the services covered by the contractual agreement to any person or any public or private organization without prior approval of KHRG.

### **3.00 Evaluation Criteria**

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

KHRG 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.

KHRG will evaluate the proposals based on the following evaluation factors:

#### **Mandatory Requirements (Pass/Fail) –**

Proposals should include the following information:

- 1) Proof of certification as a KRS 13B Hearing Officer;
- 2) Certificate of Good Standing from the Kentucky Bar Association and resumes for each attorney who will serve as a hearing officer; and
- 3) A minimum of three (3) years of experience as an administrative hearing officer.

Proposals should also provide a list of any disciplinary reprimands or sanctions against attorneys who will serve as hearing officers. Failure to provide all information required shall deem the proposal non-responsive and the proposal shall not be considered for award.

Offeror's proposal should contain a description of your conflict screening process and related policy. Offeror's proposal should also contain identification of any conflicts of interest or potential conflicts of interest, including any prior litigation against KHRG or former Kentucky Horse Racing Commission and/or Department of Charitable Gaming. KHRG reserves the right to reject any proposal based on the existence of and nature of any conflicts of interest.

#### Technical Proposal Evaluation

KHRG will evaluate the proposal based on the evaluation factors set forth below. To receive points the Offeror should describe previous experience in providing similar services for *each* of the following evaluation factors. KHRG may request documentation or clarification from the Offeror for any information provided in a response to this Request for Proposals.

| <b>Criteria</b>  | <b>Maximum Points Possible</b> |
|--|--------------------------------|
| Mandatory Requirements: KRS 13B Hearing Officer Certification, KBA Certificate of Good Standing, and a minimum of three years' experience as an administrative hearing officer.  | Pass/Fail                      |
| <b>Experience/Knowledge of Hearing Officer:</b><br>a) Describe your experience regarding the KRS 13B administration hearing process.<br>b) Describe your knowledge of the principles and laws governing the administrative hearing process.<br>c) Describe your ability to preside at hearings with impartiality/without bias.<br>d) Describe the administrative bodies for which you have served as an adjudicatory role. | 25 points                      |
| <b>Availability:</b><br>a) List any restrictions regarding availability to conduct hearings<br>b) Willingness to regularly conduct multi-day hearings if necessary<br>c) Minimum notice required to accept hearing assignments   | 25 points                      |
| <b>Professional References.</b> Provides three (3) references from agencies that have employed the vendor as a KRS 13B hearing officer.  | 25 points                      |
| <b>Writing Sample.</b> Please submit a writing sample of past decisions to include Recommended Orders; the vendor may provide other pleadings submitted to a court or other adjudicatory bodies if you do not have a Recommended Order.  | 25 points                      |
| <b>MAXIMUM POINTS POSSIBLE</b>   | <b>100 points</b>              |

#### Cost Proposal Evaluation

Contracts for Legal Services must be approved by the Government Contract Review Committee of the Legislative Research Commission of the Commonwealth of Kentucky. The Committee will only consider contracts for \$125.00 per hour in accordance with Government Contract Review Committee's Policy 99-1 regarding maximum legal rates. Submission of a response is acceptance of the \$125 hourly rate.

| <b>Criteria</b>   | <b>Maximum Points Possible</b> |
|---|--------------------------------|
| <b>Cost Proposal</b> – Not Applicable. Hearing officers will be compensated a flat hourly rate of \$125 and will receive reimbursement for authorized travel expenses associated with providing services. | <b>N/A</b>                     |
| <b>MAXIMUM POINTS POSSIBLE</b>  | <b>N/A</b>                     |

In addition to its hourly fee, the KHRG shall reimburse reasonable out-of-pocket travel expenses actually incurred in performance of a subsequent Agreement. In addition, KHRG shall reimburse reasonable out-of-pocket expenses actually incurred for long-distance calls, postage, express delivery, and copying. Said costs will be reimbursed with receipts and/or documentation for actual, reasonable, out-of-pocket costs paid or incurred, with all such receipts and documentation to be in a form and substance acceptable to KHRG.

For all work performed by the Successful Offeror for KHRG, invoices shall be submitted to KHRG monthly, in a form approved by KHRG. There shall be an invoice for each matter. Each invoice shall contain the style of the case and the administrative number, the date of each service performed, a description of each service

in detail, the hourly rate charged for that attorney, the times spent by that attorney for that service, the total amount incurred for that service and total amount due for professional services. Reimbursable expenses shall be listed in detail at the end of each invoice with copies of any necessary receipts and approvals attached. Each invoice shall be accompanied by a separate summary sheet containing the total amount due for that matter. All invoices for the month must be accompanied by the "Personal Service Contract Invoice Form" required by the Government Contract Review Committee of the Legislative Research Commission.

Oral Presentations/Demonstrations Evaluation, if required

| <b>Criteria</b>  | <b>Maximum Points Possible</b> |
|--|--------------------------------|
| <b>Oral Presentations/Demonstrations</b> – KHRG reserves the right to require Oral Presentations/Demonstrations to verify or expand on the Technical Proposals. Oral Presentations/Demonstrations may be conducted through videoconferencing or by conference call, if it is in the best interest of KHRG 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. KHRG reserves the right to reject any or all proposals in whole or in part based on the oral presentations/demonstrations. If required, the <b>top 3</b> highest ranking vendors may be invited. Scheduling will be at the discretion of KHRG. KHRG reserves the right to not require oral presentations/demonstrations. | 25 points                      |
| <b>MAXIMUM POINTS POSSIBLE</b>   | <b>25 points</b>               |

Total Proposal Evaluation

| <b>Criteria</b>   | <b>Maximum Points Possible</b> |
|---|--------------------------------|
| <b>Technical Proposal</b>                               | 100 points                     |
| <b>Cost Proposal</b>                                    | N/A                            |
| <b>Oral Presentations / Demonstrations, if required</b> | 25 points                      |
| <b>MAXIMUM POINTS POSSIBLE</b>                          | <b>125 points</b>              |

**4.00 Schedule of RFP Activities**

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

|  |                  |
|--|------------------|
| Release of RFP   | <b>6/1/2026</b>  |
| <b>Written Questions due by: 12:00 PM</b>                | <b>6/8/2026</b>  |
| <b>Anticipated KHRG Response to Written Questions</b>    | <b>6/15/2026</b> |
| <b>Proposals Due by: 12:00 PM</b>                        | <b>6/22/2026</b> |
| *NOTE: ALL TIME REFERENCES ARE TO THE EASTERN TIME ZONE. |                  |

## 5.00 Offeror's Conference

Not Applicable

## 6.00 Point of Contact

The KHRG 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:

Ashleigh Bailey  
Kentucky Horse Racing and Gaming Corporation  
4047 Iron Works Parkway, Lexington, KY 40511  
(502) 782-4225  
Ashleigh.Bailey@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 KHRG staff concerning this RFP.

## 7.00 Questions Regarding this RFP

Questions must be submitted in writing to the KHRG Contact. KHRG will respond to salient questions in writing by issuing an Addendum to the Solicitation. The Addendum shall be posted to the KHRG web page and the Finance and Administration Cabinet's eProcurement website.

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

Proposals shall be submitted in two (2) parts: the Technical Proposal and Proprietary Information, if applicable.

**ALL PROPOSALS MUST BE RECEIVED NO LATER THAN 12 NOON EST ON June 22, 2026.**

Proposals may be submitted either by hard/paper copy or electronically as outlined below.

### Hard/Paper Copy Proposals Submissions

Proposal shall be submitted to KHRG Contact and include the following:

1. The **Technical Proposal** should include three (3) marked original hard/paper copy technical and one (1) 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 outside cover of the sealed package containing the proposal shall be marked:

Hearing Officer Services RFP  
RFP-2026-002  
TECHNICAL PROPOSAL  
Kentucky Horse Racing and Gaming

2. Any **Proprietary Information** should include three (3) marked original hard/paper copy proprietary data and one (1) 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. The outside cover of the sealed package containing the proprietary information shall be marked:

Hearing Officer Services RFP  
RFP-2026-002  
PROPRIETARY INFORMATION  
Kentucky Horse Racing and Gaming

#### **Electronic Proposals Submissions**

All bidders are cautioned to begin their electronic submission in sufficient time to complete before the closing date and time. Delays due to technical difficulties or document upload impediments shall not be justification for acceptance of a late bid or proposal. Proposals shall be submitted in three parts: the **Technical Proposal** and **Proprietary Information**, if applicable. Each part shall consist of one document attachment. Do not submit multiple document attachments as Technical or Proprietary. All files shall be labeled accordingly. Attachments may not exceed 65,000KB. Proposals must be submitted electronically via email to the KHRG Contact with the subject line as follows: "**RFP-2026-002 Vendor Name**" and include the following:

1. 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: **RFP-2026-002 – Technical – Vendor Name**.
2. 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: **RFP-2026-002 – Proprietary – Vendor Name**.

#### **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 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. |
| f. | 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.   |
| g. | 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 in accordance with KRS 45A.480, if applicable.  |
| j. | A copy of the Offeror's W9  |

**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.

**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 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, this RFP complies with KHRG's Procurement Policies, which are not inconsistent with KRS 45A. All bids will be evaluated based upon the requirements, terms, conditions, and specifications set forth in the RFP. An evaluation committee may be established to evaluate the proposals.

### **9.10 Technical Proposal Evaluation**

KHRG 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 Right to Reject/Waiver of Minor Irregularities**

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

#### **9.30 Clarification of Proposals**

KHRG 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.

At the discretion of KHRG, discussions may be conducted with all responsible offerors who submit proposals determined to be reasonably susceptible of being awarded the contract. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after discussions and prior to the award of the contract for the purpose of obtaining the offerors' best and final offer. In the discussions, there shall be no disclosure of the identity of competing offerors or of any information learned from proposals submitted by competing offerors. The general substance and date of any oral discussion shall be documented.

Offerors must carefully review and verify the accuracy of the proposal prior to submitting them and executing a contract. Correction or withdrawal of erroneous proposals may be permitted where there is clear and convincing evidence that a material mistake was made and that due to such mistake, the proposal submitted was not the proposal intended. All decisions to the correction or withdrawal of proposals based on a proposal mistake shall be supported by a written determination by the President or his/her designee and submitted to the Board for notification at its next meeting.

#### **9.40 Best and Final Offers**

KHRG reserves the right at its discretion to request a Best and Final Offer 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.

#### **9.50 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. KHRG shall not disclose any portions of the proposals prior to contract award to anyone outside KHRG, 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, KHRG 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 RFP 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, KHRG 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).

KHRG 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.

## **Preferences for the Department of Corrections, Division of Prison Industries and the Kentucky Industries for the Blind**

Pursuant to KRS 45A.470, political subdivisions of this state shall, when purchasing commodities or services, give first preference to the products made by the Department of Corrections, Division of Prison Industries, as required by [KRS 197.210](#). Second preference shall be given to any products produced by Kentucky Industries for the Blind, Incorporated, or any other nonprofit corporation that furthers the purposes of KRS Chapter 163, and agencies of individuals with severe disabilities as described in [KRS 45A.465](#).

### **9.60 Right to Use Oral Presentations/Demonstrations to Verify/Expand on Proposal**

KHRG 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 Proposals.

### **9.70 Negotiation**

After conducting the evaluation to determine the best proposal received, KHRG reserves the right to negotiate 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, KHRG 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 KHRG.

### **9.80 Best Interests of the Commonwealth**

KHRG will rank all proposals in the manner set forth in the Evaluation Criteria. However, KHRG 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 KHRG and the greatest integrity for the corporation and the public. The contract will be awarded to the responsive and responsible offeror(s) whose proposal offers the best value to KHRG.

## **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 KHRG website at <https://khrc.ky.gov>.

### **10.10 Beginning of Work**

This Contract is not effective and binding until approved by KHRG 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**

KHRG'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 KHRG Procurement 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 August 1, 2026, through June 30, 2028. Each personal service contract shall have a cancellation clause not to exceed thirty (30) days' notice to the Offeror.

This agreement is not effective until the CEO/President or her authorized designee, the KHRG Finance Committee and/or the KHRG Board of Directors have approved the Contract, and until the Contract has been filed with the Legislative Research Commission, Government Contract Review Committee.

This Contract may be renewed at the discretion of KHRG for two additional two-year terms as needed. Renewal shall be subject to prior approval from the CEO/President, KHRGC Finance Committee and/or the KHRG Board of Directors 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**

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 KHRG and incorporated as a written amendment by KHRG prior to the effective date of such modification or change. Modification shall be subject to prior approval from the President/CEO of KHRG 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 KHRG Contact.

### 11.1 PROPOSAL CERTIFICATION

By submitting the Proposal in response to this Solicitation and signing below, the Offeror hereby certifies as follows:

- A. The person signing has the authority to sign on behalf of the Offeror.
- B. The Offeror agrees to be bound by all the terms and conditions of this Solicitation, except for any terms and conditions for which an exception was taken and identified in the Proposal.

Offeror Name \_\_\_\_\_

By \_\_\_\_\_

Title of Person signing: \_\_\_\_\_

(If Offeror is a Corporation, the President or Vice President must sign. If Offeror is a partnership, a general partner must sign. If Offeror is a limited liability corporation, the manager or the owner of a beneficial interest must sign.)

### 11.2 OFFEROR CONTACT INFORMATION

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_