

KENTUCKY STATE UNIVERSITY (KSU)

REQUEST FOR PROPOSAL (RFP)

EXTERNAL AUDITING SERVICES

RFP 24-04



Issue Date: February 29, 2024

Closing Date and Time: March 28, 2024, at 2:00PM

Issued by:

Fran Pinkston

Kentucky State University

Academic Services Building (ASB), Suite 429

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Frankfort, KY 40601

502-597-6434

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TABLE OF CONTENTS

Section 10 – Purpose, Overview & Schedule..... 3

Section 20 –

(regular, express, or electronic mail, or fax), concerning this procurement shall be addressed to the Buyer.

From the issue date of this RFP until a Vendor is selected and the selection announced, Vendors shall not communicate with any other University staff concerning this RFP. The University shall reserve the right to disqualify a Vendor's proposal response if the communication restriction clause is violated.

10.5 Questions Regarding this RFP

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

Questions and deviations shall be submitted to the Kentucky State University Buyer via email at Frances.Pinkston@kysu.edu

Vendors should submit questions on Attachment B - Vendors Question Form.

No questions or deviations shall be accepted after the date(s) listed in Section 10.7 unless the question(s) or deviation(s) is considered material to the procurement. The Kentucky State University Buyer shall respond to salient questions in writing by issuing an addendum to the solicitation. Any addendum.

10.7 Estimated Schedule of RFP Activities

The following schedule presents the anticipated schedule for major activities associated with the

30.8 Addition or Deletion of Items or Services

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

30.9 Changes and Modifications to the Contract

Pursuant to KRS 45A.210(1) and 200 KAR 5:311, no modification or change of any provision in

30.16 Kentucky State University Property

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

30.17 Confidentiality of Contract Terms

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

contractor without the contractor's written consent. The contractor shall have no liability for any infringement based upon:

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

30.21 Permits and Licenses

The Vendor shall, at its own expense,

30.27 Access to Records

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

30.28 Prohibitions of Certain Conflicts of Interest

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

30.29 No Contingent Fees

30.32 Limitation of Liability

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

40.1 Term of Contract and Renewal Options

The University has established an aggressive schedule for completion of the FY 2024 audit. Upon vendor selection and contract award, the University shall issue a Purchase Order Contract for a term beginning upon submission to the Government Contract Review Committee—anticipated prior to April 15, 2024—and with an expiration date of June 30, 2024, with a one (1) year renewal for completion of FY 2024 audit. Three (3) additional, optional one-year renewals may be executed upon the mutual agreement of both parties, with such optional renewals to be aligned with the fiscal year schedule.

40.2 Scope of Work

The scope of the audit shall be a financial statement audit of KSU performed in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States (GAGAS). This audit must include a determination

Travel-Related Expenses

Kentucky State University may reimburse the selected Offeror for travel (if listed in addition to the Offeror's proposal) in accordance with the KSU travel policy and rates.

The University reserves the right

Personal Injury Liability
Each Person \$1,000,000
Property Damage Liability \$1,000,000
Worker's Compensation Statutory

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

The Technical Proposal: The Vendor must include one (1) original paper copy of the technical proposal, clearly marked as the original. The bidder should submit one (1) thumb/flash drive having an exact copy of the original as a .pdf included. The copy requested is necessary in the evaluation of the bid proposal. Bid proposals shall not include embedded documents or hyperlinks to external content. **DO NOT SUBMIT ANY PRICING INFORMATION IN THE TECHNICAL PROPOSAL.**

The Cost Proposal: The Vendor must submit one (1) original paper copy of the cost proposal, clearly marked as the original. Pricing shall only be provided in the Cost Proposal. All costs shall be in compliance with the Kentucky General Assembly, Government Contract Review Committee's policy

Proprietary Information: The Vendor must submit one (1) original copy of the proprietary information and one (1) thumb/flash drive having an exact copy of the original as a .pdf included. The copy requested is necessary in the evaluation of the bid proposal. Bid proposals shall not include embedded documents or hyperlinks to external content.

E-mailed Proposals shall not be accepted.

Proposals shall be submitted to:

**Kentucky State University
Attn: Fran Pinkston
Academic Services Building (ASB), Suite 429
400 East Main Street
Frankfort, KY 40601**

Proposals shall be submitted by the RFP Closing Date and Time (both are identified on the cover page of this RFP). Bidders are cautioned to allow adequate delivery time to ensure timely delivery of bid proposals. Late bid proposals are ineligible for consideration.

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

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

**EXTERNAL AUDIT
RFP 24-04
TECHNICAL PROPOSAL
Name of Vendor of**

RFP 24-04
COST PROPOSAL
Name of Vendor
March 28, 2024, at 2:00 pm

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

50.4 Evaluation of Proposals

Right to Reject/Waiver of Minor Irregularities

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

Clarification of Proposals

Kentucky State University 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.

Evaluation Process

The following approach and criteria will be used to evaluate proposals:

Technical Proposal – 750 points

Part 1 – Company History – 50 points maximum

1. When was the company or firm established and/or incorporated?
Number of years in business;
Any changes in ownership within the past ten (10) years – or any forthcoming changes;
2. List the company or firm's main office address and other sites, with address/phone information;
3. A complete client list for the previous three (3) years; and
- 4.

2. Disclose any potential conflicts of interest with representing Kentucky State University with this engagement, including any potential conflicts of interest of employees assigned to this engagement. KSU reserves

offers at the outset of the process, as there is no guarantee that any Vendor will