



Commonwealth of Kentucky SOLICITATION

Modification: No

Version #:

TITLE: RFP-903 FSS-DSP-Professional Auctioneer Service Frankfort KY		
Date Issued: 06/17/2026 Record Date: 06/17/2026	Solicitation Closes Date: 06/25/2026 Time: 13:30	Solicitation No: RFP 785 2600000489
Online Bidding Prohibited: No		
For Information Call: JOHNATHAN BURMEISTER 502-782-4189		Bid Receiving Location: Bid Receiving See Terms & Conditions for Bid Submission Instructions Other KY
Vendor Customer Number: Vendor Name: Phone Number: Fax Number: Email Address:		
Ordering Address: City, State, Zip: Contact Name: Contact Email: Contact Phone Number:		Payment Address: City, State, Zip: Contact Name: Contact Email: Contact Phone Number:
Ownership Type Sole Proprietorship Partnership Corporation 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.



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Submission Checklist

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

Item

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Revised February 2026

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(s) 8.00 and 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 8.10 of this RFP**

_____ TRANSMITTAL LETTER – Section 8.20 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 8.20 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>)

REQUEST FOR PROPOSAL
FOR
PERSONAL SERVICE CONTRACT

Finance and Administrative Cabinet / Finance Facilities and Support Services
Auctioneer Selection for FSS - DSP - Professional Auctioneer Services
RFP-785-2600000489

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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, Finance and Administrative Cabinet / Finance Facilities and Support Services.

Offerors are advised that any personal service contract resulting from RFP-785-2600000489 must comply with all applicable provisions of KRS 45A and KRS 12.210 prior to becoming effective.

A contract, based on RFP-785-2600000489, may or may not be awarded. Any contract awarded by RFP-785-2600000489 is rendered 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 Commonwealth of Kentucky, Finance and Administration Cabinet, through the Division of Engineering and Contract Administration (DECA) in coordination with the Division of Surplus Property (DSP), is soliciting proposals from qualified firms to provide **Professional Auctioneer Services**. Qualifying Firm's will be contacted by email and asked to disclose the information below. Additional details will be provided in subsequent emails.

In your proposal disclose your auction type, specialty market and service scope. Auction Type: Auctioneers may specialize in or conduct different auction formats, each with unique rules and appeal; disclose each auction type you are familiar with. Examples include but are not limited to: Ascending bid, descending price, sealed bid, etc.

Disclose Specialty Market; professional auctioneers often focus on niche sectors. Examples include but are not limited to: Real estate, benefits, estates, livestock, collectibles, antiques, liquidation, etc.

Disclose Service Scope; some auctioneer services offer end-to-end solutions. Examples include but are not limited to: Preparation & appraisal, marketing & promotion, event execution, and post-sale settlement.

Disclose Role & Experience. Examples include but are not limited to: Generalist Auctioneers – Handle multiple types of auctions. Specialist Auctioneers – Deep expertise in one market (e.g., art, real estate). Fundraising Auctioneers – Combine auction skills with event management for charity events. Licensed Auctioneers – Meet legal requirements for selling goods in regulated markets.

DSP administers both state and federal surplus property programs and conducts multiple public auctions annually on behalf of various Commonwealth agencies. These auctions include, but are not limited to, vehicles, heavy equipment, and miscellaneous surplus property. There is no available time range of service or number of events planned. RFP-785-2600000489 seeks services as needed and reserves the right to terminate at any time outside the terms of the original contract.

RFP-785-2600000489 is issued in accordance with KRS Chapter 45A. Any resulting contract is subject to approval by the Secretary of the Finance and Administration Cabinet and the Government Contract Review Committee. Selection of firms to provide professional services to the Commonwealth of Kentucky are governed by the provisions the Kentucky Revised Statutes, Section 45A from KRS 45A.800 to KRS 45A.835. Procedural authority for this selection process can be found at KRS 45A.825 (8) (a-g).

2.00 Scope of Work

The selected Contractor shall provide a full range of professional auction services, including live and online auction capabilities, staffing, reporting, and technical support. Although recently, within the past 6 years, DPS has conducted all auctions exclusively online, the Commonwealth reserves the right for in person services on as needed basis.

2.10 General Requirements

The Contractor shall:

- # Conduct professional, transparent, and competitive auctions, in person and online
- # Provide all personnel, equipment, and systems necessary to execute auctions, disclose space requirements to accommodate for in person auctions
- # Maintain a professional public image always representing the Commonwealth both during in person and online auctions

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- # Ensure auctions are open to the public, provide information as applicable, whether online or in person, regarding the events of the day
- # Coordinate closely with DSP staff before, during, and after each auction, leaving a timestamp of events for future reference

2.20 Auction Services

Services shall include, but are not limited to:

- # Auction planning and coordination, detailed list of events and timestamped hours of operation are required
- # Onsite and/or online auction execution in accordance with time restrictions
- # Bid calling and bid management; establish a point of contact for conflict resolution and document the name of this individual prior to event start
- # Provide clear direction for bid management conflict and make these rules available prior to event start
- # Clerking and recording of all sales, expect and plan for audits because of the nature of the business
- # Real-time invoice generation available at time of transaction, payment due upon close of auction, no exceptions
- # Post-auction reporting and reconciliation, shipping is the responsibility of the Proposer

2.30 Staffing Requirements

At a minimum, each auction, both online and in person, shall include:

- # 1 Auctioneer, licensed to operate in the Commonwealth of Kentucky
- # 2 Clerks
- # 1 Bid Assistant (Ringman)
- # 1 IT Support Staff
- # An authorized representative for negotiations and conflict resolution

Additional personnel may be required based on auction size or specifications of event. Staffing requirements shall be the responsibility of the Proposer. Staff will not be provided by the Commonwealth to assist in operations.

2.40 Equipment and Technology

The Contractor shall provide:

- # Sound equipment capable of covering 2–3-acre sites (indoor/outdoor) and an IT representative to assist in troubleshooting as needed
- # Mobile and/or generator-capable systems available for use during weather events
- # Auction software and systems for inventory tracking and sales recording, reporting is a requirement, records will be made available upon request
- # Online bidding platform – A large, nationwide customer base and market reach on a high-volume platform is a requirement. The Proposer would need to demonstrate the ability to:
 1. Actively promote and market the auction using a broad range of marketing methods including direct email, online listings, and social media to target buyers nationwide.
 2. Demonstrate access to an extensive customer base utilizing a nationally recognized platform.
 3. Promote the auction by employing a comprehensive advertising plan designed to maximize exposure to potential buyers nationwide, surpassing regional marketing efforts.
 4. Provide documentation demonstrating experience in conducting a large online auction exceeding \$2 million in sales.
 5. Demonstrate the capacity and resources to fully document, photograph, describe and post more than 500 lots to an online platform within two weeks of receiving or accessing inventory.

2.50 Reporting and Accounting

The Contractor shall provide comprehensive reporting, including but not limited to:

- # Itemized sales by lot and bidder for tax purposes
- # Total sales values (taxable and non-taxable)
- # Commission calculations
- # Bidder registration data
- # Complete accounting of sales following each auction

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All financial records shall comply with generally accepted accounting principles and be available for audit upon request. Firms must retain records for a period in accordance with generally accepted accounting principles.

2.60 Data Security

The Contractor shall implement appropriate safeguards to protect all data, including but not limited to:

- # Encryption of sensitive data in transit and at rest, documentation of personnel training required
- # Secure authentication and access controls, monitoring and auditing records must be established and maintained for the duration of this agreement
- # System patching and cybersecurity protections provided and maintained by the Proposer

2.70 Coordination with DSP

- # Contractor will receive notice of auctions approximately 30 days in advance, scheduling conflicts must be addressed and resolved at this step
- # Contractor must confirm staffing and logistics upon 48 hours of notification
- # Final coordination must occur no later than five (5) business days prior to auction, any scheduling conflicts should have been addressed at time of notice
- # **Contractor must communicate bidder terms and conditions at each auction, prior to auction beginning with the appointed representative**

3.00 Evaluation Criteria

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

The Finance Facilities and Support Services has established a Proposal Evaluation Committee to review, evaluate and verify information submitted by the offeror.

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

The Finance Facilities and Support Services shall evaluate the proposals by assigning scores as indicated.

Technical Proposal Evaluation – 650 Total Points Possible

Criteria	Max Points Possible
Compliance with specifications:	150
Offer should include a statement of interest and total understanding of project. This should include a complete scope of services. This proposal should address the depth and thoroughness available to meet the requested contract scope of services to be provided. Describe Proposer capabilities, security measures in place for auction days, primarily, information the Proposer may capture / store in support of the auctions, which would address security concerns. This would include: <ul style="list-style-type: none"> # Method to be used to inventory and record sale items # Types of items your firm handles # Auction capabilities # Safeguarding auction integrity such as bidder privacy and audit data integrity. # Detail how you will work with DSP staff 	
Experience of Firm:	150
<ul style="list-style-type: none"> # Size and legal status of the firm # Describe your knowledge and years of experience # Staffing available, training provided and their years of experience 	

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Technical Support:	150
Onsite technical assistance during auctions. Technical Support needs to be able to address all issues dealing with the Proposer's software, hardware, and other equipment. Should include a detailed plan.	
Sound Equipment:	100
Proposers should include a detailed synopsis of equipment available to broadcast indoors and outdoors over an approximate 2–3-acre area. DSP auctions are held rain or shine. Auctioneers may or may not have available electricity at all auction sites, therefore equipment should be portable.	
Extra Services	50
Proposers should include specific strategies and activities that will demonstrate experience and skills requested. Methods and types of advertising used to promote the auctions and timelines for auctions. (Currently, DSP pays for all advertising and auctioneers are not to advertise unless DSP approved to ensure appropriate staffing levels. However, DSP is open to suggestions on advertising etc. DSP will make final determination on additional advertising). DSP would like to see specific plans on how proposer would communicate with DSP, along with confirmation of staff for each auction, how proposer would provide required information, requested reports and timeframes. Proposer should give examples of additional services available. Attach sample reports.	
Online Bidding Capabilities:	50
Offeror should describe, in detail, capability for online auctions and recommendations. Address security issues, such as subject matter security issues that DSP may not be aware of (i.e., how to prevent auction systems from being gamed).	
References:	Pass/Fail
Proposers must provide at least three (3) references for which similar work requirements have been performed. This shall include reference name and address, contact person name and phone number, and brief description of work performed, types of items auctioned and annual sales amount for each type (i.e., misc. or vehicles/equipment).	
Maximum Points Possible	650

Technical Proposal Evaluation

Criteria	Maximum Points Possible
Technical Proposal	650
Maximum Points Possible	650

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Cost Proposal Evaluation

Cost Proposal Evaluation – 750 Total Points Possible

The Cost Proposal must be submitted as a separate file from the Technical Proposal. Proposer shall only provide cost on the attached "Attachment A - Cost Proposal Form." Failure to do so may deem proposal non-responsive.

The Finance and Administration Cabinet abides by the following maximum rates set by the Legislative Research Commission (LRC) Government Contract Review Committee:

Personal Property		
Disposition of Personal Property	Dollar value	Maximum Rate
(1st)	\$10,000.00	10%
(Next)	\$15,000.00	5%
(Next)	\$25,000.00	4%
(Over)	\$50,000.00	3%

The Auctioneer would receive a percentage of gross sales up to the amount of his maximum. The auctioneer is guaranteed to receive his minimum amount regardless of gross sales.

For example: Auctioneer bid 3% minimum \$1000; maximum \$25,000.

Gross Sales: \$15,000 – Payment: ($\$15,000 \times .03 = \450) = \$1000 minimum

Gross Sales: \$150,000 – Payment: ($\$150,000 \times .03 = \$4,500$) = \$4,500

Gross Sales: \$1,500,000 – Payment: ($\$1,500,000 \times .03 = \$45,000$) = \$25,000 Maximum

Breakdown of Possible Points on Cost Proposal Form: 750 points Total Points Possible

Criteria	Maximum Points Possible
Percentage of gross proceeds for auction service	375
Percentage of gross proceeds for online only auction service	375
Maximum Points Possible	750

Criteria	Maximum Points Possible
Proposed Cost	750
Maximum Points Possible	750

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Oral Demonstration/Presentation Evaluation, if required

Criteria	Maximum Points Possible
<p>Oral Demonstration/Presentation</p> <p>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 RFP-785-2600000489. The Commonwealth reserves the right to reject any or all proposals in whole or in part based on the oral presentations/demonstrations.</p> <p>If required, the top 3 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</p>	600
Maximum Points Possible	600

Total Proposal Evaluation

Criteria	Maximum Points Possible
Technical Proposal	650
Cost Proposal	750
Oral Demonstrations/Presentations, if required	600
MAXIMUM POINTS POSSIBLE	2000

4.00 Schedule of RFP Activities

The following schedule presents the major activities associated with RFP-785-2600000489 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-785-2600000489	6/17/26
Proposals Due by: 1:30 pm Eastern Standard Time	6/25/26
*NOTE: ALL TIME REFERENCES ARE TO THE EASTERN TIME ZONE.	

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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:

Johnathan Burmeister
Division of Engineering and Contract Administration
Finance and Administration Cabinet
403 Wapping St.
Frankfort KY 40601
(502) 545-8257
johnathan.burmeister@ky.gov

From the issue date of RFP-785-2600000489 until a Contractor(s) is selected and the selection is announced; Offerors shall not communicate with any other Commonwealth staff concerning RFP-785-2600000489.

7.00 Questions Regarding RFP-785-2600000489

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

Electronic Proposals

Proposals shall be received by electronic submission in the eProcurement system, Kentucky Vendor Self Service System.

An electronic proposal shall be authorized by the proper agent of the firm by the act of submitting it electronically through the eProcurement system.

Proposal information **MUST** be completed online. Response must contain all required information for the Solicitation. All bidders **MUST** be registered in the Commonwealth eProcurement System via the Vendor Self Service System at <https://vss.ky.gov>.

Allow 24 – 48 hours to complete Vendor Registration. Vendors must be logged in to their Vendor Self Service (VSS) account in order to submit a response. Registrations completed the day of bid closing must be completed by the Vendor in the VSS portal. The Customer Resource Center is not able to complete registrations and activate accounts on the same day. Closing dates will not be extended for Vendors not registered by the date/time of the bid closing.

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. Vendor attention to this advisory is encouraged. Instructions "How to Submit an Online Response for a Business Opportunity" are posted to Kentucky's Vendor Self Service, <https://vss.ky.gov>. If you need assistance, please contact the Customer Resource Center (CRC) by email at Finance.CRCGroup@ky.gov or phone 502-564-9641 or toll-free 877-973-HELP (4357).

Proposals shall be submitted in three (3) parts: The Technical Proposal, the Cost Proposal, and Proprietary Information. Each part shall consist of one document attachment. Do not submit multiple document attachments as Technical, Cost or Proprietary. All files shall be labeled accordingly. Attachments may not exceed 65,000 KB.

Proposals submitted online must be in an "Accepted" status and shall be assigned a date and time stamp from the eProcurement system at the time of final acceptance and formal submission by the vendor. **The system will not allow submission of an online proposal after the published date and time for closing.**

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A proposal may be modified or withdrawn by electronic or written notice **ONLY** if received prior to the bid closing date and time. An electronic offer may be modified by applying the appropriate electronic signature and following the procedure in the state's eProcurement signature.

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 the 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.

8.10 Format of Response

Electronic Proposals

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

- 1. Proposals must be submitted electronically in the eProcurement System, Kentucky Vendor Self Service site.**
 - a. The **Technical Proposal** shall be submitted on one (1) document marked **Technical** (in Microsoft Word, Microsoft Excel or PDF format ONLY). Do not include embedded documents, hyperlinks or hyperlinks to videos. The document should be named in the following manner: **Technical – Name of offeror RFP number**
 - b. The **Cost Proposal** shall be submitted on one (1) document marked **Cost** (in Microsoft Word, Microsoft Excel or PDF format ONLY). Do not include embedded documents, hyperlinks or hyperlinks to videos. The document should be named in the following manner: **Cost – Name of offeror RFP number**
 - c. Any **Proprietary Information** shall be submitted on one (1) document marked **Proprietary** (in Microsoft Word, Microsoft Excel or PDF format ONLY). Do not include embedded documents, hyperlinks or hyperlinks to videos. The document should be named in the following manner: **Proprietary – Name of offeror RFP number**

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

Auctioneer Selection for FSS - DSP - Professional Auctioneer Services

RFP-785-2600000489

TECHNICAL PROPOSAL

Name of Offeror

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

Auctioneer Selection for FSS - DSP - Professional Auctioneer Services

RFP-785-2600000489

COST PROPOSAL

Name of Offeror

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

Auctioneer Selection for FSS - DSP - Professional Auctioneer Services

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PROPRIETARY PROPOSAL

Name of Offeror

All proposals must be received no later than 1:30 pm Eastern Time, 6/25/2026

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

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

8.20 Format of Technical Proposal

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

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

a.	A statement that deviations are included, if applicable.
b.	A statement that proprietary information is included, if applicable.
c.	A statement that, if awarded a contract as a result of this Solicitation, the Offeror shall comply in full with all the requirements of the Kentucky Civil Rights Act, and shall submit all data required by KRS 45.560 to 45.640.
d.	A sworn statement that, pursuant to KRS 11A.040, that Offeror has not knowingly violated any provisions of the Executive Branch Code of Ethics.
e.	A statement certifying that the price in this proposal was arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other Offeror or with any competitor.
f.	A statement affirming that the Offeror is properly authorized under the laws of the Commonwealth of Kentucky to conduct business in this state and will remain in good standing with the Office of the Kentucky Secretary of State for the duration of any awarded contract resulting from this Solicitation.
g.	The name, address, telephone number and email address and website address, if available, of the contract person to serve as a point of contact for day-to-day operations.
h.	Subcontractor information to include the name of the company, address, telephone number and contact name, if applicable.
i.	Foreign entity's organization number issued by the Secretary of State in a certificate of authority or a statement of foreign qualification, if applicable.

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

- "Vendor" box and "Payment" box should be completed.
- Vendor shall indicate ownership type.
- Vendor shall provide "FEIN" if applicable.
- Vendor shall provide date the form is completed and signed.
- Signed face of the most recent Addenda, if applicable.

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

<https://finance.ky.gov/office-of-the-secretary/Pages/finance-forms.aspx>.

Signed and Notarized Required Affidavit for Bidders, Offerors and Contractors Claiming Resident Bidder Status – if applicable. Available at the following link:

<https://finance.ky.gov/office-of-the-secretary/Pages/finance-forms.aspx>.

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

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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 RFP-785-2600000489 – Please provide a detailed response to the technical requirements outlined in the Evaluation Criteria. No cost information shall be provided in the technical portion.

8.30 Format of Cost Proposal

The Cost Proposal must be submitted under separate cover from the Technical Proposal and must be arranged and labeled in the manner specified. The proposal with the lowest price receives the maximum score. The remaining proposals with the next lowest price receives points by dividing the lowest price by the next lowest price and multiplying that percentage by the available points.

8.40 Certification Regarding Debarment and Suspension

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

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

9.00 Rules of Procurement

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

Offerors should review and comply with the General Conditions and Instructions for Solicitation/Contract listed under “Response to Solicitation” located on the eProcurement web page at

<https://finance.ky.gov/eProcurement/Pages/doing-business-with-the-commonwealth.aspx>

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

9.10 Technical Proposal Evaluation

The Finance and Administrative Cabinet / Finance Facilities and Support Services 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 Finance and Administrative Cabinet / Finance Facilities and Support Services will evaluate the proposal based on the cost portion of the Evaluation Criteria.

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

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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

RFP-785-2600000489 specifies the format, required information and general content of proposals to be submitted in response to RFP-785-2600000489. The Finance Facilities and Support Services / Finance and Administrative Cabinet / Division of Engineering and Contract Administration. The Finance Facilities and Support Services / Finance and Administrative Cabinet / Division of Engineering and Contract Administration shall not disclose any portions of the proposals prior to contract award to anyone outside the Finance Facilities and Support Services / Finance and Administrative Cabinet / Division of Engineering and Contract Administration, 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 RFP-785-2600000489 as a matter of public record.

Any and all documents submitted by an Offeror in response to RFP-785-2600000489 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 RFP-785-2600000489, 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 RFP-785-2600000489. 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. Finance Facilities and Support Services reserves the right to request 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

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included as part of RFP-785-2600000489). If requested, failure to provide documentation proving qualified bidder status to a public agency, if requested, may result in disqualification of the bidder or contract termination.

9.80 Negotiation

After conducting the evaluation to determine the best proposal received, the Finance Facilities and Support Services 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, the Finance Facilities and Support Services reserves the right to proceed to the next highest ranked proposal. Other terms and conditions relating to the technical and/or cost proposals may be negotiated at the sole discretion of the Commonwealth.

9.85 Best Interests of the Commonwealth

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

CONTRACT AWARD, TERMS, AND CONDITIONS

10.00 Notification of Award

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

<https://vss.ky.gov>

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

The initial term of the Contract is anticipated to be from 7/1/2026 through 6/30/2028.

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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.

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.

The Commonwealth reserves the right to renew this contract for up to two (2) additional two (2) year periods.

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

10.50 Insurance Requirements

*** Proof of all required insurances should be provided prior to award. ***

A Certificate of Insurance (COI) on an ACORD form is required unless approved by the Commonwealth's Office of the Controller.

A. Required Coverage

The awarded vendor(s) shall be responsible for maintaining, and not reducing, the following insurance coverages, types, and limits of liability. Further awarded vendor shall be able to produce evidence of insurance in compliance with part C of this section through the entire contract:

Commercial General Liability Insurance in accordance with minimum limits of liability of \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate. The Commonwealth, in the Request for Solicitation, may require higher limits depending on the type of solicitation.

B. Additional Types of Insurance

(*The Commonwealth reserves the right to require higher coverage amounts if needed based on the type of contract and associated risk)

1. Automobile Liability Insurance (If Applicable)

Automobile Liability Insurance is required for delivery, onsite training, services or events in all situations where the Contractor must drive to any property where Commonwealth operations occur. With regard to delivery, if the items requested in this solicitation will be delivered by the awarded Contractor or Subcontractor, proof of Automobile Liability Insurance must be provided prior to award. ***If items will be delivered by common courier (USPS, FedEx, UPS, Old Dominion Freight Line, etc.), this requirement does not apply.***

The Contractor or Subcontractor must provide a certificate of insurance coverage for any vehicle used in performance of this contract, whether owned, non-owned, or hired, or other vehicles utilized by the Contractor or Subcontractor. Said policy of insurance to have a minimum coverage limit of \$1,000,000.00 per occurrence combined single limit for bodily injury, including death, and property damage.

This requirement does not apply if the Contractor does not own, lease, or hire any automobiles to be used in connection with performance under any Contract resulting from this Solicitation.

2. Professional Liability Insurance (If Applicable)

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Professional Liability (Error & Omissions) Insurance shall be required for all professional services performed by licensed or certificated individuals or individuals working on behalf of licensed or certificated individuals. The required Professional Liability Insurance shall have a minimum limit of liability of \$1,000,000.00 per claim for damages arising out of negligent acts, errors, and/or omissions in the performance of services.

C. Evidence of Insurance Coverage

The successful bidder shall provide evidence of insurance coverage as required. Failure to do so shall constitute a material breach of this Contract and may result in immediate cancellation of the Contract.

For all required insurance coverages, during the course of the Contract, the awarded vendor shall not be self-insured or utilize a Captive Insurer or a fronting policy that shifts risk back to the awarded vendor without prior written approval by the Office of the Controller of the Commonwealth.

Further, the awarded vendor shall not utilize an insurer or similar entity not in good standing with the Insurance Commissioner to fulfill the insurance requirements of the contract without prior written approval by the Office of the Controller of the Commonwealth.

Such approvals may require additional financial review, proof of funds, or bonding requirements sufficient for the risk associated with the services covered by the Contract, and approval or rejection is within the sole discretion of the Commonwealth's Office of the Controller.

Contractor shall furnish the Certificate of Insurance prior to award and shall, upon request of the Commonwealth at any time during the contract term, provide a current, valid Certificate of Insurance.

Contractor and/or its insurer shall provide immediate notice of nonrenewal or cancellation of coverage during the course of the Contract.

All Certificates of Insurance must be signed by an authorized representative of the insurance agency, shall be in compliance with the laws of the Commonwealth of Kentucky, and shall be placed with a licensed resident or non-resident agent who represents insurance companies authorized to do business in Kentucky. The insurer shall have an AM Best rating of B+ or higher. Visit www.ambest.com for verification. Failure to meet this requirement may result in the bid being deemed non-responsive. A list of authorized companies can be found at <https://insurance.ky.gov/ppc/Company/Default.aspx>.

The certificate holder shall be listed as:

Finance and Administration Cabinet

403 Wapping Street

Frankfort, KY 40601

Attn: Johnathan Burmeister

Endorsement of Additional Insured. Certificate of Insurance must contain the following language in the Description of Operations box:

"The Commonwealth and its agents are Additional Insureds for the contract resulting from the solicitation. Additional insured protection afforded is on a primary and non-contributory basis."

A copy of the Endorsement of Additional Insured must be submitted with the Certificate of Insurance.

D. Subcontractors

If the contract allows for Subcontractors and utilizes Subcontractors, prior to the commencement of any work by a Subcontractor.

- # The primary Contractor's Certificate of Insurance must identify coverage that meets or exceeds the insurance requirements defined in this contract and that covers Subcontractor and its work in support of the Contract or the Subcontractor must submit and maintain a Certificate of Insurance

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that also meets or exceeds the insurance requirements of the Primary Contractor defined in this contract, with an Additional Insured Endorsement.

- # Procuring Agency reserves the right to request copies of all Subcontractor's Certificate(s) of Insurance at any time.

10.60 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.

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**Personal Service Contract Standard Terms and Conditions
Revised February 2026**

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.

The Commonwealth will make payment within thirty (30) working days of receipt of contractor's invoice or of acceptance of goods and/or services in accordance with KRS 45.453 and KRS 45.454.

Payments are predicated upon successful completion and acceptance of the described work, services, supplies, or commodities, and delivery of the required documentation. Invoices for payment shall be submitted to the agency contact person or its representative.

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

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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 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.

6.00 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.

7.00 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.

8.00 Authorized to do Business in Kentucky

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

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

Registration with the Secretary of State by a Foreign Entity

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

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

If the foreign entity is not required to obtain a certificate as provided in KRS 14A.9-010: <https://apps.legislature.ky.gov/law/statutes/statute.aspx?id=44318>, the foreign entity should identify the applicable exception in its solicitation response. Foreign entity is defined within KRS 14A.1-070: <https://apps.legislature.ky.gov/law/statutes/statute.aspx?id=50474>

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

9.00 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.

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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>

10.00 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.

11.00 Other expenses, if authorized herein

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.

12.00 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.

13.00 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.

14.00 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.

15.00 Access to Records

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The state agency certifies that it is in compliance with the provisions of KRS 45A.150, "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).

16.00 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 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.

17.00 Social Security

The parties are cognizant that the state is not liable for social security contributions, pursuant to 42

U.S. Code, section 418, relative to the compensation of the second party for this contract.

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

18.00 Violation of tax and employment laws

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

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compensation insurance laws, respectively. Disclosure of any violations is required prior to the award of any state contract and throughout the duration the contract.

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

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

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

19.00 Nondiscrimination

The Equal Employment Opportunity Act of 1978 (the "Act"), KRS 45.560 to 45.640, applies to all State government contracts or subcontracts in an amount exceeding \$500,000. The contractor shall comply with all terms and conditions of the Act.

During the performance of this contract, the Contractor agrees as follows:

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age forty (40) and over, disability, veteran status, or national origin or.
- (b) The Contractor shall take affirmative action in regard to employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of compensation, and selection for training, so as to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, age forty (40) and over, disability, veteran status, and national origin.
- (c) The Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age forty (40) and over, disability, veteran status, or national origin.
- (d) The Contractor shall post notices in conspicuous places, available to employees and applicants for employment, setting forth the provisions of this non-discrimination clause.

The Contractor shall send a notice to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding advising the said labor union or workers' representative of the Contractor's commitments under this nondiscrimination clause.

The Contractor's noncompliance with the nondiscrimination clauses of this contract shall constitute a material breach of the contract.

Each Contractor shall, for the length of the contract or at the point at which the contract is covered by this Act and until its conclusion, furnish such information as required by the Act and any rules,

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regulations and orders issued pursuant thereto and permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the Cabinet to ascertain compliance with the Act.

This section applies to agreements disbursing federal funds, in whole or part, only when the terms for receiving those funds mandate its inclusion.

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

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

[KRS Chapter 136](#) (CORPORATION AND UTILITY TAXES)

[KRS Chapter 139](#) (SALES AND USE TAXES)

[KRS Chapter 141](#) (INCOME TAXES)

[KRS Chapter 337](#) (WAGES AND HOURS)

[KRS Chapter 338](#) (OCCUPATIONAL SAFETY AND HEALTH OF EMPLOYEES)

[KRS Chapter 341](#) (UNEMPLOYMENT COMPENSATION)

[KRS Chapter 342](#) (WORKERS' COMPENSATION)

Boycott Provisions

If applicable, the contractor represents that, pursuant to [KRS 45A.607](#), they are not currently engaged in, and will not for the duration of the contract engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which Kentucky can enjoy open trade.

Note: The term Boycott does not include actions taken for bona fide business or economic reasons, or actions specifically required by federal or state law.

If applicable, the contractor verifies that, pursuant to [KRS 41.480](#), they do not engage in, and will not for the duration of the contract engage in, in energy company boycotts as defined by [KRS 41.472](#).

Lobbying Prohibitions

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

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

21.00 Artificial Intelligence (AI)

Vendor agrees to adhere to [CIO-126 Artificial Intelligence Policy.pdf](#), which includes but is not limited to, the required written disclosure, in advance, of every use of generative AI and/or integrations with generative AI system. Vendor agrees to disclose all parts of contracted work that is expected to be or will be performed with the assistance of AI. Further, Vendor understands and agrees to take appropriate measures to ensure Generative AI shall not be used for any activities that are illegal or in violation of state policy, COT policy, or agency policy per CIO-126. Vendors may not use Commonwealth confidential or internal data in generative AI queries or for building

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or training proprietary generative AI programs unless explicitly approved in writing by the agency head with consultation from the COT Chief Information Officer. Vendor agrees to provide reasonable written notice of any issue of noncompliance with these requirements.