



Commonwealth of Kentucky SOLICITATION

TITLE: Energy Research

DATE ISSUED 2011-03-25	SOLICITATION CLOSES Date: 2011-05-09 Time: 16:30:00	SOLICITATION NO. RFP 127 110000234
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I S S U E D B Y	500 MERO ST, 12th FL CPT Donna Norton	A D D R E S S T O	Please see the Terms and Conditions For Information on where to submit Your Bid/Proposal.
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V E N D O R	Name: Address: City, State Zip Code: Phone #: Email Address: Contact Name: Contact Email: Vendor Customer (VC) #:	R E M I T T O	Name: Address: City, State Zip Code: Phone #: Email Address: Contact Name: Contact Email: Vendor Customer (VC) #:
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FOR INFORMATION CALL:

Donna Norton
502-564-7192

ONLINE BIDDING PROHIBITED

Yes

OWNERSHIP TYPE:

Sole Proprietorship Partnership Corporation

**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.

Line Items

Line Group: Default

Line	CL Description	Due Date	Quantity	Unit Issue	Unit Cost	Line Total Or Contract Amt
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1 Energy Research

Comm Code	Comm Description	Manufacturer	Model #	Man Part #
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90628	Energy Conservation; New Energy Sources (Solar, etc.) - Arch			
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Extended Description

The purpose of this Request for Proposal "RFP" is to select respondents having qualifications and experience to successfully develop and perform energy research and development projects in Kentucky. Research projects shall relate to clean coal, new combustion technology, thin-seam coal extraction, safety, tracking and communication devices, coal slurry disposal, synthetic natural gas produced from coal through gasification processes, and the development of alternative transportation fuels produced by processes that convert coal or biomass resources or extract oil from shale, and other coal research. See Attachment "C" under attachment tab on vendor self serve page for important information.

B I L L T O	Energy and Enviroment Cabinet	S H I P T O	Energy and Enviroment Cabinet
	Dept for Energy Development and Independence		Dept for Energy Development and Independence
	12th FL 500 MERO STREET		12th FL 500 MERO STREET
	CAPITAL PLAZA TOWER, 12TH FLOO		CAPITAL PLAZA TOWER, 12TH FLOO
	FRANKFORT KY 40601		FRANKFORT KY 40601
	US		US

Evaluation Criteria			
<i>The following criteria will be used when determining the award of this solicitation</i>			
Code	Criteria Description	Points	Vendor Response <i>(DO NOT LIST PRICES IN THIS SECTION. UNIT PRICES AND TOTAL PRICES MUST BE FILLED IN ADJACENT TO THEIR LINE ITEMS.)</i>

	Leveraged Funding and Budget	25	
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	Key personnel; qualifications and experience	20	
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	Responsiveness to the specific topics of the RFP	25	
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	Furtherance of the Energy Development Goals	10	
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	Work Plan/Schedule	20	
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COMMONWEALTH OF KENTUCKY
ENERGY AND ENVIRONMENT CABINET
DEPARTMENT FOR ENERGY DEVELOPMENT AND INDEPENDENCE

Solicitation Number: RFP 129-1100000234 Date: March 25, 2011

For: Energy Research

SOLICITATION ADDENDUM NUMBER: 1

BIDDER SHALL CONFORM TO THE FOLLOWING CHANGES AS SAME SHALL BECOME BINDING UPON THE CONTRACT TO BE ISSUED IN RESPONSE TO THIS SOLICITATION.

Reason for Change:

- Administration change to correct the link contained in Section 1, Description of Services Required: <http://energy.ky.gov/resources/Pages/EnergyPlan.aspx>
- Revise verbiage contained in IV. Relative Importance of Particular Qualifications to match Evaluation Criteria table.
- Administration change to correct the link contained on Page 6, Paragraph 2, "Required Affidavit for Bidders or Offerors": <http://eprocurement.ky.gov/attachments.htm>
- To update the Invoice for fee language.

End of Addendum

Authorized Agent Signature

Date

SIGNATURE OF AUTHORIZED AGENT IS REQUIRED. FAILURE TO SIGN MAY RENDER THE BID INVALID.

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REQUEST FOR PROPOSAL
PERSONAL SERVICES CONTRACT
Energy and Environment Cabinet
Department for Energy Development and Independence
Energy Research and Development 2011
RFP 127 1100000234

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

I. DESCRIPTION OF SERVICES REQUIRED

The purpose of this Request for Proposals (RFP) is to select respondents having qualifications and experience to successfully develop and perform energy research and development projects in Kentucky. Pursuant to the 2010-2012 Kentucky State Budget, a portion of the funding from the Local Government Economic Development fund, Multi-County Fund shall be credited to the Department for Energy Development and Independence, Energy and Environment Cabinet. These funds shall be used for energy research projects relating to

clean coal,

new combustion technology,

thin-seam coal extraction safety, tracking and communication

devices,

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coal slurry disposal,

synthetic natural gas produced from coal through gasification processes, and

the development of alternative transportation fuels produced by processes that convert coal or biomass resources or extract oil from oil shale,

and other coal research and shall be targeted solely to Kentucky's

Local Government Economic Development Fund-eligible counties.

(Attachment C) The Department for Energy Development and Independence shall coordinate its efforts with those of Kentucky's

Universities and related Kentucky Community and Technical College System programs in order to maximize Kentucky's opportunities for federal funding and receive research grants and awards from federal and other sources of funding for the development of

clean coal technology,

coal-to-liquids-fuel conversion,

alternate transportation fuels, and

biomass energy resources.

The Commonwealth reserves the right to award multiple contracts, based upon available funding, resulting from this RFP. The successful respondent(s) to this Request for Proposals will have a project or technology at or near the commercialization stage and will have adequate funding to supplement any awards received through this program. The proposals ultimately funded will be consistent with and part of the broader energy strategies for Kentucky, which can be found at:

<http://energy.ky.gov/resources/Pages/EnergyPlan.aspx>

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II. PERIOD OF PERFORMANCE

This contract shall be effective upon filing with the Government Contract Review Committee and the initial term shall run from July 1, 2011 through June 30, 2012. The Commonwealth reserves the right to renew this contract for up to an additional two year term, upon expiration of the initial term.

III. INFORMATION AND DATA REQUIRED OF EACH OFFEROR

Offerors shall submit a signed original and three copies of the proposal to Department for Energy Development and Independence that includes the following information.

Please note that an authorized agent **MUST** complete and sign the Solicitation form. Failure to sign shall render the bid invalid.

Electronic or Facsimile proposals shall not be considered.

1. TRANSMITTAL LETTER on the Vendor's letterhead and signed by an agent authorized to bind the Vendor. If the Transmittal Letter is not signed, the proposal may be deemed non-responsive. The transmittal letter shall include the following:

A statement that deviations are included, if applicable;

A statement that proprietary information is included, if applicable;

A statement that, if awarded a contract as a result of this Solicitation, the Vendor shall comply in full with all requirements of the Kentucky Civil Rights Act, and shall submit all data required by KRS 45.560 to 45.640;

A sworn statement pursuant to KRS 11A.040 that the Vendor has not knowingly violated any provisions of the Executive Branch Code of Ethics;

A statement certifying that the price in this proposal was arrived at independently

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without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other Offeror or with any competitor;

A statement affirming that the Vendor 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 of this Solicitation;

The name, address, telephone number, fax number, email address, and website address, if available, of the contact person to serve as a point of contact for day-to-day operations.

Subcontractor information to include name of company, address, telephone number and contact name, if applicable

2. REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS:

<http://eprocurement.ky.gov/attachments.htm>

3. REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS CLAIMING RESIDENT BIDDER STATUS, if applicable

<http://finance.ky.gov/NR/rdonlyres/99F81F8C-C7D4-4804-B956-C1737B65DFCF/0/AffidavitforClaimin>

4. REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS CLAIMING QUALIFIED BIDDER STATUS, if applicable

<http://finance.ky.gov/NR/rdonlyres/51DEF520-C7F6-4175-8652-B0656294E245/0/AffidavitforQualified>

IV. RELATIVE IMPORTANCE OF PARTICULAR QUALIFICATIONS

After determining that a proposal includes all required information and data, the Department for Energy Development and Independence will evaluate the proposal based on the following evaluation factors:

EVALUATION CRITERIA	POINTS POSSIBLE
Responsiveness to the specific topics of the RFP	25 points

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Leveraged funding and budget	25 Points
Work Plan/Schedule	20 Points
Key personnel; qualifications and experience	20 Points
Furtherance of the energy development goals	10 Points
TOTAL POINTS POSSIBLE	100 POINTS

Responsiveness to the specific topics of the RFP (25 Points) – Respondents shall indicate which of the energy research topic(s) listed in Section I the proposal addresses, and provide a detailed description of technical aspects of the project as it relates to the topic(s). The description should include a discussion of the expected contribution of the proposed research project to the further development, demonstration, and/or commercialization in the relevant topic area.

Respondent shall specify by name each and all Kentucky local Government Economic Development Fund-eligible counties benefited or affected by the proposal and how the project will benefit the affected county(ies).

Leveraged Funding and Budget (25 Points) – Respondents shall describe and quantify funding committed from sources other than these funds, and include letters of commitment. Respondents shall submit Attachment A (Detailed Budget Sheet); otherwise, the proposal may be deemed non-responsive. No empty blocks shall remain on Attachment A; the Respondent shall place N/A in any block that is not applicable.

Points shall be assigned using the following scaled based upon the respondents' ability to match funds (only monetary matches will be used for evaluation purposes).

Fund Match Percentage	Point Assignment
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100%	25 Points
99.9% - 75%	20 Points
74.9% - 50%	15 Points
49.9% - 25%	10 Points
24.9% & Less	5 Point

Work Plan/Schedule (20 Points) – The Respondent shall provide a detailed work plan in the response to this RFP. The work plan shall clearly define the responsibilities, timelines, and milestones for accomplishing all the project tasks.

Key Personnel: qualifications and experience (20 Points) – The following shall be clearly addressed in the proposal:

A list of the key personnel assigned, including name, position title, peer reviewed journal publications in the field relevant to the proposed research project, responsibilities, percent of time allocated to this project by task/phase.

An organizational chart.

The Respondent shall highlight the qualification and relevant experience of its key personnel as they relate to the requirements of this RFP. Responses shall include copies of resumes of proposed key personnel.

Furtherance of the energy development goals (10 Points) – The Respondent shall clearly demonstrate the project’s ability to further the energy development goals of the Commonwealth. The Respondent shall clearly identify project deliverables with specific reference to applicable sections of Strategies 3, 4, 5, and 6 of the “Intelligent Energy Choices for Kentucky’s Future: Kentucky’s 7-Point Strategy for Energy Independence”, Governor Steven L. Beshear, November 2008

http://energy.ky.gov/Documents/Final_Energy_Strategy.pdf .

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The scoring of bids/proposals is subject to Reciprocal preference for Kentucky resident bidders and Preferences for a Qualified Bidder or the Department of Corrections, Division of Prison Industries (KAR 200 5:410).

KRS 45A.490 Definitions for KRS 45A.490 to 45A.494.

As used in KRS 45A.490 to 45A.494:

- (1) "Contract" means any agreement of a public agency, including grants and orders, for the purchase or disposal of supplies, services, construction, or any other item; and
- (2) "Public agency" has the same meaning as in KRS 61.805.

KRS 45A.492 Legislative declarations.

The General Assembly declares:

- (1) A public purpose of the Commonwealth is served by providing preference to Kentucky residents in contracts by public agencies; and
- (2) Providing preference to Kentucky residents equalizes the competition with other states that provide preference to their residents.

KRS 45A.494 Reciprocal preference to be given by public agencies to resident bidders -- List of states -- Administrative regulations.

- (1) Prior to a contract being awarded to the lowest responsible and responsive bidder on a contract by a public agency, a resident bidder of the Commonwealth shall be given a preference against a nonresident bidder registered in any state that gives or requires a preference to bidders from that state. The preference shall be equal to the preference given or required by the state of the nonresident bidder.
- (2) A resident bidder is an individual, partnership, association, corporation, or other

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business entity that, on the date the contract is first advertised or announced as available for bidding:

- (a) Is authorized to transact business in the Commonwealth; and
- (b) Has for one (1) year prior to and through the date of the advertisement, filed Kentucky corporate income taxes, made payments to the Kentucky unemployment insurance fund established in KRS 341.490, and maintained a Kentucky workers' compensation policy in effect.
- (3) A nonresident bidder is an individual, partnership, association, corporation, or other business entity that does not meet the requirements of subsection (2) of this section.
- (4) If a procurement determination results in a tie between a resident bidder and a nonresident bidder, preference shall be given to the resident bidder.
- (5) This section shall apply to all contracts funded or controlled in whole or in part by a public agency.
- (6) The Finance and Administration Cabinet shall maintain a list of states that give to or require a preference for their own resident bidders, including details of the preference given to such bidders, to be used by public agencies in determining resident bidder preferences. The cabinet shall also promulgate administrative regulations in accordance with KRS Chapter 13A establishing the procedure by which the preferences required by this section shall be given.
- (7) The preference for resident bidders shall not be given if the preference conflicts with federal law.
- (8) Any public agency soliciting or advertising for bids for contracts shall make KRS 45A.490 to 45A.494 part of the solicitation or advertisement for bids.

The reciprocal preference as described in KRS 45A.490-494 above shall be applied in accordance with 200 KAR 5:400.

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

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Any individual, partnership, association, corporation, or other business entity claiming resident bidder status shall submit along with its response the attached Required Affidavit for Bidders, Offerors, and Contractors Claiming Resident Bidder Status. The BIDDING AGENCY 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.

A nonresident bidder shall submit, along with its response, its certificate of authority to transact business in the Commonwealth as filed with 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 a Qualified Bidder or the Department of Corrections, Division of Prison Industries (KAR 200 5:410).

Pursuant to 200 KAR 5:410, and KRS 45A.470, 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: Kentucky Industries for the Blind, 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). Other than Kentucky Industries for the Blind, a bidder claiming "qualified bidder" status shall submit along with its response to the solicitation a notarized affidavit which affirms that it meets the requirements to be considered a qualified bidder- affidavit form included. If requested, failure to provide documentation to a public agency proving qualified bidder status may result in disqualification of the bidder or contract termination.

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Department for Energy Development and Independence reserves the right to conduct discussions with any offeror who has submitted a proposal to determine the offeror's qualifications for further consideration. Discussions shall not disclose any information derived from proposals submitted by other offerors.

After determining the best proposal received, the department reserves the right to negotiate a fair and reasonable compensation based on the pricing submitted in the offeror's proposal. If the negotiations fail to reach an agreement on a fair and reasonable compensation rate, the department reserves the right to proceed to the next highest rated proposal.

V. GENERAL INFORMATION

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

The Commonwealth reserves the right to reject any offers and to waive informalities and minor irregularities in offers received.

The Commonwealth reserves the right 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.

A contract, based on this RFP, may or may not be awarded. Any contract award from this RFP is invalid until properly approved and executed by the Finance and Administration Cabinet.

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Notification of Award - To view the Award of Contract(s) and the Contractor(s) receiving the Award(s) for this Solicitation, access the E-Procurement Directory at <http://eprocurement.ky.gov>. The Award(s) information can be accessed by clicking on VIEW SOLICITATIONS and going to STATUS and select, using the drop down menu, AWARDED. It is the Vendor's responsibility to review this information in a timely fashion.

Questions regarding this RFP - Vendors are encouraged to submit written questions to Paul Brooks via email at paul.brooks@ky.gov. No questions shall be accepted after 4:30 PM ET on Monday, May 2, 2011. Oral questions shall not be accepted at any time. The Commonwealth shall respond to salient questions in writing by issuing an Addendum to the Solicitation. The Addendum shall be posted to the Commonwealth's E-Procurement page. All final bids must be submitted from those addenda.

Access to Solicitation, RFP, and Addenda - The Solicitation, the RFP and Attachments and any Addenda shall be posted to the E-Procurement Directory at <http://eprocurement.ky.gov>

It is the vendors' responsibility to assure they have obtained copies of all information and forms.

Proprietary Information – The RFP specifies the format, required information, and general content of proposals submitted in response to the RFP. The Department for Energy Development and Independence shall not disclose any portions of the proposals prior to contract award to anyone outside the Department for Energy Development and Independence, the Finance and Administration Cabinet, representatives of the Federal Government, if required, and the members of the evaluation committees. After a contract is awarded in whole or in part, the Department for Energy Development and Independence shall have the right to duplicate, use, or disclose all proposal data

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submitted by Vendors in response to this RFP as a matter of public record. Although the Commonwealth recognizes the Vendor's possible interest in preserving selected data which may be part of a proposal, the Commonwealth must treat such information as provided by the Kentucky Open Records Act, KRS 61.870 et sequitur.

Informational areas which normally might be considered proprietary shall be limited to individual personnel data, customer references, selected financial data, formulae, and financial audits which, if disclosed, would permit an unfair advantage to competitors. If a proposal contains information in these areas that a Vendor declares proprietary in nature and not available for public disclosure, the Vendor shall declare the inclusion of proprietary information and shall noticeably label as proprietary each sheet containing such information. Proprietary information shall be submitted under separate sealed cover marked "Proprietary Data". Proposals containing information declared by the Vendor to be proprietary, either in whole or in part, outside the areas listed above may be deemed non-responsive to the RFP and may be rejected.

Additional Requirements – Vendors should review and comply with the general bidding requirements listed under "Laws, Policies and Procedures" and "Standard Attachments and General Terms" located on the eProcurement Web page at <https://eprocurement.ky.gov>.

Certification Regarding Debarment and Suspension

In accordance with Federal Acquisition Regulation 52.209-5, the Vendor shall certify, by signing the Solicitation, that to the best of its knowledge and belief, the Vendor 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.

"Principals", for the purposes of this certification, 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

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business segment, and similar positions.

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:

Any written Agreement between the Parties;

Any Addenda to the Solicitation;

The Solicitation and all attachments thereto.

PSC1 Personal Service Contract Clauses;

Any Best and Final Offer;

Any clarifications concerning the Contractor's proposal in response to the Solicitation;

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.

VI. RESPONSES

Electronic or Facsimile Proposals shall not be accepted.

Proposals submitted in response to this Request for Proposals for a Personal Service Contract must be received in hardcopy form no later than 4:30 p.m. Eastern Time on

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Monday, May 9, 2011. Proposals which arrive after this date and time shall not be considered for an award of contract, unless: a) no bids are received other than the late bid; and b) the need of an agency is determined to preclude the re-solicitation of bids; and c) the offer is evaluated and found to be in the best interest of the Commonwealth.

One (1) marked Original Proposal and (3) Copies shall be submitted to:

Donna Jones

Department for Energy Development and Independence

500 Mero Street

CPT, 12th Floor, Room 1201

Frankfort, KY 40601

PH: 502-564-7192, ext 230

The outside cover of the package containing the Proposals shall be marked:

Energy Research

SOLICITATION NUMBER: RFP 127 1100000234

Name of Energy and Environment Cabinet

Department for Energy Development and Independence

VII. RESTRICTIONS ON COMMUNICATIONS

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

Paul Brooks

Executive Advisor

Department for Energy Development and Independence

500 Mero Street

CPT 12th Floor, Room 1201

Frankfort, KY 40601

PH: 502-564-7192, ext 224

From the issue date of this RFP until a Contractor(s) is selected and the selection is announced, Offerors are not allowed to communicate with any Commonwealth Staff concerning this RFP except:

The Contract Contact cited in this RFP; or

Via written questions submitted to the Contract Contact

For violation of this provision, the Commonwealth shall reserve the right to reject their proposal response.

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VIII. ITEMS THAT SHALL BE SUBMITTED WITH YOUR BID

1. SIGNED SOLICITATION INCLUDING YOUR TRANSMITTAL LETTER, CORRECT ADDRESS, REMIT TO ADDRESS, AND FEDERAL TAX IDENTIFICATION NUMBER.
2. SIGNED ADDENDA (IF APPLICABLE)
3. SIGNED AND NOTARIZED REQUIRED AFFIDAVIT FOR BIDDERS OR OFFERORS
4. SIGNED AND NOTARIZED REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS CLAIMING QUALIFIED BIDDER STATUS (IF APPLICABLE.)
5. SIGNED AND NOTARIZED REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS CLAIMING RESIDENT BIDDER STATUS (IF APPLICABLE)

IX. PSC Standard Terms and Conditions

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:

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Effective Date:

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 submitted to the Legislative Research Commission, Government Contract Review Committee ("LRC").

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.

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.

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 (<http://www.lrc.ky.gov/Statcomm/Contracts/homepage.htm>) and would impact any contract established under KRS 45A.690 et seq., where applicable.

Choice of Law and Forum:

All questions as to the execution, validity, interpretation, construction, and performance

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of this agreement shall be governed by the laws of the Commonwealth of Kentucky. Furthermore, the parties hereto agree that any legal action which is brought on the basis of this agreement shall be filed in the Franklin County Circuit Court of the Commonwealth of Kentucky.

Cancellation:

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

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 day's written notice of termination of the contract.

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 contract will be reduced by the amount specified in that document.

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

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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.

Invoices for fees:

The contractor shall maintain supporting documents to substantiate invoices and shall furnish same if required by state government.

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:

<http://www.lrc.ky.gov/Statcomm/Contracts/homepage.htm>

Travel expenses, if authorized:

The contractor shall be paid for no travel expenses unless and except as specifically authorized by the specifications of the contract.

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 the contract.

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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 state government.

Invoicing for fee: the contractor's fee shall be original invoice(s) and shall be documented by the contractor. The invoice(s) must conform to the method described in the specifications of the contract.

Invoicing for travel expenses: the contractor must follow instructions described in the specifications of the contract. Either original or certified copies of receipts must be submitted for airline tickets, motel bills, restaurant charges, rental car charges, and any other miscellaneous expenses.

Invoicing for miscellaneous expenses: the contractor must follow instructions prescribed in the specifications of the contract. Expenses submitted shall be documented by original or certified copies.

Purchasing and specifications:

The contractor certifies that he will not attempt in any manner to influence any specifications to be restrictive in any way or respect nor will he 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" 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" is construed to mean any person with an interest

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therein.

Conflict-of-interest laws and principles:

The contractor certifies that he is legally entitled to enter into this contract with the Commonwealth of Kentucky, and by holding and performing this contract 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.

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.

Certification:

The state agency certifies that it is in compliance with the provisions of KRS 45A.695. "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The contractor, as defined in KRS 45A.030 (9) 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 contract for the purpose of financial audit or program review. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the contract and

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shall be exempt from disclosure as provided in KRS 61.878(1) (c). 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

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 Master Agreement or Contract.

Any actual or prospective Vendor, who is aggrieved in connection with the solicitation or selection for award of a Master Agreement or 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:

Jonathan Miller, Secretary

Commonwealth of Kentucky

Finance and Administration Cabinet

Room 383, New Capitol Annex

702 Capitol Avenue

Frankfort, KY 40601

Phone #: (502) 564-4240

Fax #: (502) 564-6785

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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.

Social security: (check one)

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

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

Violation of tax and employment laws:

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

To comply with the provisions of KRS 45A.485, the contractor shall report any such final determination(s) of violation(s) to the Commonwealth by providing the following information regarding the final determination(s): the KRS violated, the date of the final

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determination, and the state agency which issued the final determination.

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

Contractor must check one:

_____ the contractor has not violated any of the provisions of the above statutes within the previous five (5) year period.

_____ the contractor has violated the provisions of one or more of the above statutes within the previous five (5) year period and has revealed such final determination(s) of violation(s). A list of such determination(s) is attached.

Discrimination:

Discrimination (because of race, religion, color, national origin, sex, age, or disability) prohibited. This section applies only to contracts utilizing federal funds, in whole or in part. During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex or age. The contractor further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The contractor agrees to provide, upon request, needed reasonable accommodations. The contractor will take affirmative action to ensure that applicants

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are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, age or disability. Such action shall include, but not be limited to the following; employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, age or disability.

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

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

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

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orders.

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

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

END OF RFP

ATTACHMENT A

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DETAILED BUDGET SHEET

Task	Amount
Personnel Charges	\$
Fringe Benefits	\$
Subcontracts	\$
Equipment	\$
Materials	\$
Travel	\$
Other Insert additional budget items as needed and specify Task and Amount	\$
Total	\$
Leveraged (matching) Funding (Please specify and supply letters of commitment. Do not include in Total.)	\$
Leveraged Total	\$

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ATTACHMENT B

PERSONAL SERVICE CONTRACT INVOICE FORM

GOVERNMENT CONTRACT REVIEW COMMITTEE

LEGISLATIVE RESEARCH COMMISSION

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.

Invoices shall be submitted every ninety (90) days, unless the personal service contract specifies a different submission time period.

Separate invoices shall be submitted for each distinct matter covered by the personal service contract, and shall be signed by the individual responsible for that matter

The issuance of an invoice to the Commonwealth constitutes an affirmation by the individual, firm, partnership, or corporation awarded the personal service contract that the invoice truly and accurately represents work actually performed, and the expenses actually incurred.

The head of the contracting body shall approve the invoice, indicating that the charges in the invoice reflect the value of the work performed, and all recorded costs and disbursements were reasonably and necessarily incurred in connection with the matter invoiced.

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NOTE: All questions must be answered fully. If the space provided is insufficient, additional pages should be attached referencing the specifically numbered item. Any questions regarding the invoice requirements should be directed to the contracting agency.

Contract Number: _____ Date of Invoice: _____

Contracting Body Division, Branch, etc.

1. Name & Address of Contractor:

2. Contractor's Tax I.D. Number: _____

3. Effective Period of Contract: 4. Combined Total Amount Charged in this
Starting Date: _____ Invoice for Services and Reimbursable
Ending Date: _____ Disbursements: _____

5. Dates of Service Covered under 6. Is this the FINAL invoice
this invoice: for services performed

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Starting Date: _____ under this contract:

Ending Date: _____ Yes No

7. Date of most recent invoice submitted prior to this invoice: _____

8. How often is the contractor required to submit invoices under the terms of the personal service contract:

9. Provide a description of the matter covered by this invoice:

10. Provide a full description of each service provided, including the date each service was performed, the name and title of each individual who worked on the matter, and the time the individual spent on the matter:

11. Provide the hourly rate for each individual working on the matter and the total charge for that individual for each matter involved:

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12. Provide the subject matter and recipient of any correspondence:

13. Provide a full description of any work product produced, designating the way in which the work product is associated with the matter being invoiced. (Attorneys Billing for Legal Services: If you contend that any information is subject to privilege, please identify the privileged item, and provide sufficient information to evaluate the claim of privilege):

14. Provide an itemized list of all disbursements to be reimbursed by the state for each matter invoiced and the total charge for that matter:

SIGNATURES:

Contractor: _____ Date: _____

Title: _____

Contracting Body

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Approved by: _____ Date: _____

Title: _____