

Commonwealth of Kentucky
SOLICITATION

TITLE: Management Consulting Services

DATE ISSUED 2010-07-12	SOLICITATION CLOSES Date: 2010-07-23 Time: 12:00:00	SOLICITATION NO. RFP 082 1100000011
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I S S U E D B Y	1024 Capital Center Dr STE 340 Denise Pitts	A D D R E S S T O	Please see the Terms and Conditions For Information on where to submit Your Bid/Proposal.
V E N D O R	Name:	R E M I T T O	Name:
	Address:		Address:
	City, State Zip Code:		City, State Zip Code:
	Phone #:		Phone #:
	Email Address:		Email Address:
	Contact Name:		Contact Name:
	Contact Email:		Contact Email:
	Vendor Customer (VC) #:		Vendor Customer (VC) #:

FOR INFORMATION CALL: Denise Pitts
502-573-0260

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

1 KIA - Management Consulting
Services

Comm Code	Comm Description	Manufacturer	Model #	Man Part #
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91875 Management Consulting

Extended Description

The Kentucky Infrastructure Authority requires a management consulting firm with extensive experience with the United States Environmental Protection Agency (USEPA), the wastewater and drinking water programs found within Kentucky's Environmental and Public Protection Cabinet and how these agencies interact with the Authority. The services required include, but are not limited to, performing an assessment of the current regulations and procedures that are in place to permit and finance infrastructure projects in Kentucky, develop program modifications, new regulations or procedures to streamline the current planning, permitting and financing process, assist in the development of a new Operating Agreement between the Authority and USEPA and a new Memorandum of Agreement between the Department of Environmental Protection and the Authority.

B I L T O	497314	S H I P T O	
	GG KY INFRASTRUCTURE AUTHORITY		
	1024 CAPITAL CENTER DR SUITE 340		
	FRANKFORT KY 40601		
	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>

	Staffing and Technical Support, Availability and Experience	50	
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	Relevant Experience of the Firm	30	
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	Fee Proposal	20	
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1100000011	Document Phase Final	Document Description Management Consulting Services	Page 4 of 21
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REQUEST FOR PROPOSAL FOR PERSONAL SERVICES CONTRACT

**Kentucky Infrastructure Authority
Program and Management Advisory Services
RFP 1100000011**

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. Kentucky Infrastructure Authority.

I. DESCRIPTION OF SERVICES REQUIRED

The Kentucky Infrastructure Authority (the "Authority") is requesting proposals from multi-disciplinary firms to provide program and management advisory services to the Authority. The Authority desires a comprehensive review of each of its existing programs to improve efficiencies of administration and programmatic aspects. The Authority will need support in marketing existing and future programs to current and future borrowers.

The Authority was created to provide a mechanism for funding the construction and acquisition of infrastructure projects by governmental agencies in the Commonwealth. In order to accomplish this objective, the following loan and grant programs are administered by the Authority:

Fund A - Federally Assisted Wastewater Revolving Loan Program

This program provides low interest loan financing to local wastewater treatment and collection facilities that qualify under the U.S. Environmental Protection Agency (EPA) requirements as outlined in the Clean Water Act.

Fund B - Infrastructure Revolving Loan Program

This state sponsored program provides low interest loans for construction or acquisition of all types of infrastructure projects.

Fund C - Governmental Agencies Program

This pooled loan program uses conduit financing to fund infrastructure projects for local governmental agencies that are unable to economically achieve access to funding through conventional means.

Fund F - Drinking Water Revolving Loan Fund

This program provides low interest loans to finance local drinking water treatment facilities that qualify under the EPA requirements as outlined in

1100000011	Document Phase Final	Document Description Management Consulting Services	Page 5 of 21
------------	--------------------------------	---	-------------------------------

the Safe Drinking Water Act.

SPAP - Special Appropriation Grants (State Funded)

The Kentucky General Assembly has specially appropriated by budget line item grants for water and wastewater infrastructure projects identified by the Area Water Management Councils in the Water Resource Information System.

For additional information on the Authority or its programs, please visit the following web site:

<http://kia.ky.gov>

The objectives of the Authority in the selection of a program and management advisor are as follows:

1. Review current policies and procedures of the Wastewater Revolving Loan Fund and Drinking Water Revolving Loan Fund programs as conducted jointly by the Authority and the Division of Water in the Energy and Environment Cabinet and offer revisions based on requirements of the Clean Water Act and the Safe Drinking Water Act and knowledge of other States' State Revolving Fund (SRF) successes to enhance loan activity and administrative efficiency.
2. Evaluate and estimate future demand for the Authority's loan programs based on the federal needs survey, WRIS project profiles, historical loan generation based on state grant appropriation levels, revision of policies and procedures, and applications.
3. Evaluate the effects of differing subsidies offered for loan interest rates on the future capacity of the Authority's loan programs based on projected loan demand increases from 2 above. Review the differing schedules and methods for setting of interest rates used by the Authority and assist in the modification of methods of interest rate setting for loan programs if the current process is found to be inadequate.
4. Identify for all the Authority's programs opportunities regarding program or regulatory changes, if any, that may generate increases in loan activity including but not limited to the following:
 - a. Expanded eligibilities
 - b. Application of first round and second round money
 - c. Project readiness and bypass procedures
 - d. Loan fees and interest subsidies
 - e. Changes to federal grant documentation
 - f. Information regarding other state programs
5. Review the Authority's Infrastructure Revolving Fund and Governmental

1100000011	Document Phase Final	Document Description Management Consulting Services	Page 6 of 21
------------	--------------------------------	---	-------------------------------

Agencies Programs with recommendations on how to best utilize the assets of those programs.

6. Assist the Authority in preparing for future bond issues and provide recommendations about the Authority's operations that would ensure compliance with the Authority's indentures, relevant laws and regulations and maintain and or enhance the Authority's credit ratings.
7. Provide best practices information on how other states are implementing large capital infrastructure (preferably water management) strategies.

II. INFORMATION AND DATA REQUIRED OF EACH OFFEROR

Offerors shall submit a signed original proposal to the Authority 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.

Each response to the RFP must include and address the following items. **Failure to comply with the requirements of the RFP will result in the firm's response not being evaluated by the Authority.** (See **Selection and Notification.**)

1. Disclosure

- a. **The following identifies the disclosure and certification forms that must be completed in their entirety and returned with the response. Failure to complete and submit all forms will result in disqualification from the selection process.**
- b. Disclose any information about your firm that presently or with the passage of time could materially impair your firm's ability to provide the level of service required.
- c. Detail any criminal investigation, indictment, prosecution or other proceeding that has ever been brought against your firm (provide attachment if necessary). Also, describe any civil litigation pending or concluded within the last three years against your firm that may impair the firm's ability to provide the requested services (provide attachments if necessary).
- d. Disclose any potential conflicts of interest with representing the Commonwealth

1100000011	Document Phase Final	Document Description Management Consulting Services	Page 7 of 21
------------	--------------------------------	---	-------------------------

in this matter, including any potential conflicts of interest of employees assigned to this project and potential conflicts with any university. The Commonwealth reserves the unqualified right to disqualify an entity or cancel any contract for any potential conflict of interest issues raised initially and/or during the life of any contract awarded.

- e. Certify that your firm is in compliance with and is not prohibited by the Executive Branch Code of Ethics established by KRS 11A from entering into a contract with the Commonwealth of Kentucky. Applicable laws available at <http://eprocurement.ky.gov/attachments.htm>
- f. Provide a statement to certify that all the information provided herein, to the best of your knowledge, is accurate and complete, and that you understand that any misleading or false information may result in disqualification of the firm at the sole discretion of the Commonwealth.

2. Qualifications

a. Relevant Experience of the Firm

- i. Briefly review the history and organization of the firm. Provide a brief discussion of similar and relevant program advising and management advising within the past two years.

b. Staffing and Technical Support, Availability and Experience

- i. Identify the key staff and other personnel of the firm that will work directly on the Authority's program(s). Provide resumes and relevant experience the individuals have had on similar programs. Please do not include any extra personnel. Should the Authority elect to conduct oral interviews and your firm is selected for an oral presentation, only those individuals listed may participate. Provide specific references of the firm's and the staff's experience with similar programs including names, addresses, and telephone numbers. The Authority requires that the firm provide continuing availability of these key individuals, if selected. The Authority must approve any changes in the staff assigned to the Authority.

3. Fee Proposal

Provide a fee proposal for work to be performed during the contract period. The fee proposal is to include a schedule of the different classification of employees to work on the engagement, their hourly charge and the estimated percent of the engagement each will perform. Also include a brief narrative of other similar engagements and the cost.

The firm selected will be remunerated based on the fee schedule in the engagement

1100000011	Document Phase Final	Document Description Management Consulting Services	Page 8 of 21
------------	--------------------------------	---	-------------------------------

letter, which will be based on the fee schedule submitted in response to this request. Total remuneration will be negotiated on a project by project basis as specific projects are identified and requested by the Authority to be performed. The total amount of the contract will not exceed \$50,000.00.

Reservation of Rights

The Authority reserves the right to:

1. Review and approve any change in significant staff members during the contract period, as well as the right to discharge the firm promptly based upon such personnel change, or inability to provide access to key staff members.
2. Reject any and all proposals with cause.
3. Reject all proposals and seek new proposals when such procedure is reasonably in the best interest of the Authority.
4. Make investigations regarding qualifications of any or all respondents, as the Selection Committee deems necessary.
5. **Request and receive such additional information as the Selection Committee may reasonably require. Failure to comply with such a request will result in disqualification.**
6. Waive minor irregularities in all procedures relative to the RFP.

Liability

The Authority shall not be liable for:

1. Any costs incurred by the respondent in the preparation of any proposal.
2. Any costs incurred by the respondent in connection with any interview or negotiation relating to the RFP (i.e. travel, accommodations, etc.).
3. Any disclosure, whether by negligence or otherwise, of any material or information in any form submitted by the respondent in response to the RFP.

Period of Performance

This contract shall be effective upon filing with the Government Contract Review Committee and end June 30, 2011 ("FY 2011"). At the option of the Authority and with approval of the Finance and Administration Cabinet, this contract may be renewed under the same terms and conditions on an annual basis for a maximum of three (3) additional

1100000011	Document Phase Final	Document Description Management Consulting Services	Page 9 of 21
------------	--------------------------------	---	-------------------------

years.

III. RELATIVE IMPORTANCE OF PARTICULAR QUALIFICATIONS

After determining that a proposal includes all required information and data, the Agency will evaluate the proposal based on the following evaluation factors:

	Evaluation Criteria	Weight
1.	Relevant Experience of the Firm	30%
2.	Staffing and Technical Support, Availability and Experience	50%
3.	Fee Proposal	<u>20%</u>
	Total	100%

Agency 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.

IV. 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.

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

1100000011	Document Phase Final	Document Description Management Consulting Services	Page 10 of 21
------------	--------------------------------	---	-------------------------

<http://eprocurement.ky.gov>. The Award(s) information can be accessed by clicking on the View Awards link under the Procurement area located on the top of the center column of the E-Procurement Directory homepage. It is the vendor's responsibility to review this information in a timely fashion. No other notification of the results of an Award of Contract will be provided.

Questions regarding this RFP - Questions must be submitted in writing to the Agency contact named in this RFP. 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 E-Procurement page.

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 Agency shall not disclose any portions of the proposals prior to contract award to anyone outside the Agency, 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 Agency shall have the right to duplicate, use, or disclose all proposal data 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

1100000011	Document Phase Final	Document Description Management Consulting Services	Page 11 of 21
------------	--------------------------------	---	-------------------------

(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 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:

1. Any written Agreement between the Parties;
2. Any Addenda to the Solicitation;
3. The Solicitation and all attachments thereto.
4. PSC1 Personal Service Contract Clauses;
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.

V. 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 noon Eastern Daylight Savings Time on Friday, July 23, 2010.** 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 (5) five copies shall be submitted to:

**Kentucky Infrastructure Authority
Attention: Management Advisory Services
1024 Capitol Center Drive, Suite 340
Frankfort, Kentucky 40601-3453
Phone: (502) 573-0260**

1100000011	Document Phase Final	Document Description Management Consulting Services	Page 12 of 21
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VI. RESTRICTIONS ON COMMUNICATIONS

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:

Denise Pitts
1024 Capitol Center Drive, Suite 340
Frankfort, Kentucky 40601-3453
Phone: (502) 573-0260
Fax: (502) 573-0157
Email: denise.pitts@ky.gov

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.

ITEMS THAT SHALL BE SUBMITTED WITH YOUR BID

- 1. SIGNED SOLICITATION INCLUDING YOUR CORRECT ADDRESS, REMIT TO ADDRESS AND FEDERAL TAX IDENTIFICATION NUMBER.**
- 2. SIGNED ADDENDUMS (IF APPLICABLE)**
- 3. SIGNED AND NOTARIZED REQUIRED AFFIDAVIT FOR BIDDERS OR OFFERORS (AVAILABLE AT THE FOLLOWING LINK):**
<http://eprocurement.ky.gov/attachments.htm>

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;

1100000011	Document Phase Final	Document Description Management Consulting Services	Page 13 of 21
------------	--------------------------------	---	-------------------------

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:

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 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 days written notice of termination

1100000011	Document Phase Final	Document Description Management Consulting Services	Page 14 of 21
------------	--------------------------------	---	-------------------------

of the contract.

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.

Invoices for fees:

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

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.

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,

1100000011	Document Phase Final	Document Description Management Consulting Services	Page 15 of 21
------------	--------------------------------	---	-------------------------

"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 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 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

1100000011	Document Phase Final	Document Description Management Consulting Services	Page 16 of 21
------------	--------------------------------	---	-------------------------

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

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

1100000011	Document Phase Final	Document Description Management Consulting Services	Page 17 of 21
------------	--------------------------------	---	-------------------------

determination(s) of violation(s) to the Commonwealth by providing the following information regarding the final determination(s): the KRS violated, the date of the final determination, and the state agency which issued the final determination.

KRS 45A.485 also provides that, for the duration of any contract, the contractor 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 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

1100000011	Document Phase Final	Document Description Management Consulting Services	Page 18 of 21
------------	--------------------------------	---	-------------------------

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 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

1100000011	Document Phase Final	Document Description Management Consulting Services	Page 19 of 21
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1100000011	Document Phase Final	Document Description Management Consulting Services	Page 20 of 21
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Solicitation/Contract #: _____

REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS
OF 2

PAGE 1

FOR BIDS AND CONTRACTS IN GENERAL:

- I. Each bidder or offeror swears and affirms under penalty of perjury, that:
 - a. In accordance with [KRS 45A.110](#) and [KRS 45A.115](#), neither the bidder or offeror as defined in [KRS 45A.070\(6\)](#), nor the entity which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth of Kentucky; and the award of a contract to the bidder or offeror or the entity which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.
 - b. The bidder or offeror swears and affirms under penalty of perjury that, to the extent required by Kentucky law, the entity bidding, and all subcontractors therein, are aware of the requirements and penalties outlined in [KRS 45A.485](#); have properly disclosed all information required by this statute; and will continue to comply with such requirements for the duration of any contract awarded.
 - c. The bidder or offeror swears and affirms under penalty of perjury that, to the extent required by Kentucky law, the entity bidding, and its affiliates, are duly registered with the Kentucky Department of Revenue to collect and remit the sales and use tax imposed by [KRS Chapter 139](#), and will remain registered for the duration of any contract awarded.
 - d. The bidder or offeror swears and affirms under penalty of perjury that the entity bidding is not delinquent on any state taxes or fees owed to the Commonwealth of Kentucky and will remain in good standing for the duration of any contract awarded.

FOR “NON-BID” CONTRACTS (I.E. SOLE-SOURCE; NOT-PRACTICAL OR FEASIBLE TO BID; OR EMERGENCY CONTRACTS, ETC):

- II. Each contractor further swears and affirms under penalty of perjury, that:
 - a. In accordance with [KRS 121.056](#), and if this is a non-bid contract, neither the contractor, nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of any contract awarded, have contributed more than the amount specified in [KRS 121.150](#) to the campaign of the gubernatorial slate elected in the election last preceding the date of contract award.
 - b. In accordance with [KRS 121.330\(1\) and \(2\)](#), and if this is a non-bid contract, neither the contractor, nor officers or employees of the contractor or any entity affiliated with the contractor, nor the spouses of officers or employees of the contractor or any entity affiliated with the contractor, have knowingly contributed more than \$5,000 in aggregate to the campaign of a candidate elected in the election last preceding the date of contract award that has

1100000011	Document Phase Final	Document Description Management Consulting Services	Page 21 of 21
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jurisdiction over this contract award.

Solicitation/Contract #: _____

REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS
OF 2

PAGE 2

- c. In accordance with [KRS 121.330\(3\) and \(4\)](#), and if this is a non-bid contract, to the best of his/her knowledge, neither the contractor, nor any member of his/her immediate family, his/her employer, or his/her employees, or any entity affiliated with any of these entities or individuals, have directly solicited contributions in excess of \$30,000 in the aggregate for the campaign of a candidate elected in the election last preceding the date of contract award that has jurisdiction over this contract.

As a duly authorized representative for the bidder, offeror, or contractor, I have fully informed myself regarding the accuracy of all statements made in this affidavit, and acknowledge that the Commonwealth is reasonably relying upon these statements, in making a decision for contract award and any failure to accurately disclose such information may result in contract termination, repayment of funds and other available remedies under law.

Signature

Printed Name

Title

Date

Company Name

Address

Subscribed and sworn to before me by

(Affiant)

(Title)

of _____ this _____ day of _____, 20____.
(Company Name)

Notary Public

[seal of notary]

My commission expires: _____