



Commonwealth of Kentucky SOLICITATION

TITLE: Public-Private-Partnership (P3) Consulting

DATE ISSUED 06/01/2018	SOLICITATION CLOSES Date: 06/22/2018 Time: 15:30:00	SOLICITATION NO. RFP 758 1800000360
RECORD DATE 06/01/2018		

I S S U E D B Y	Finance Ofc of Procurement Svc Amy Monroe	A D D R E S S T O	OPS Bid Clerk Finance, Office of Procurement Services 702 Capitol Avenue, Room 095 Frankfort KY 40601 US

V E N D O R

O R D E R A D D R E S S	Name:	P A Y M E N T A D D R E S S	Name:
	Address:		Address:
	City, State Zip Code:		City, State Zip Code:
	Phone #:		Phone #:
	Fax #:		Fax #:
	Email Address:		Email Address:
	Contact Name:		Contact Name:
	Contact Email:		Contact Email:
Vendor Customer (VC) #:	Vendor Customer (VC) #:		

FOR INFORMATION CALL: Amy Monroe 502-564-4510

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

1 Commodity Group Default

Line	CL Description	Due Date	Quantity	Unit Issue	Unit Cost	Line Total Or Contract Amt
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1	Public-Private-Partnership (P3) Consulting		0.00			
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Comm Code	Comm Description	Manufacturer	Model #	Manuf Part #
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91800	CONSULTING SERVICES			
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Extended Description

The Commonwealth of Kentucky is seeking qualified vendors to provide Public-Private-Partnership (P3) Consulting for all State Agencies. The P3 Consulting shall include, but is not limited to: development services and master planning for potential state projects, assistance in recognizing P3 opportunities, master planning, assistance in defining the project, economic plan, and delivery method, assistance in developing the RFP and reviewing unsolicited proposals, including making recommendations for proceeding or not.

B I L L T O	220137		S H I P T O		
	VARIOUS			VARIOUS	
	SEE EXTENDED DESCRIPTION			SEE EXTENDED DESCRIPTION	
	VARIOUS	KY		VARIOUS	KY 40621
	US			US	

Evaluation Criteria

The following criteria will be used when determining the award of this solicitation

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>
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Technical Proposal	3600	
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Cost Proposal	1200	
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Oral Demonstrations/ Presentations (if required)	1000	
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PROPOSAL SUBMISSION CHECKLIST

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

All other items **MUST** be submitted prior to award.

- FACE OF SOLICITATION - SIGNED [see Section 60.4]**
- *PROPOSED TECHNICAL SOLUTION UNDER SEALED COVER AND BY CLOSING DATE AND TIME [see Sections 60.5 – 60.7]**
- *PROPOSED COST SOLUTION UNDER SEALED COVER AND BY CLOSING DATE AND TIME [see Section 60.8 & Attachment C]**
- TRANSMITTAL LETTER [see Section 60.6(A)]
- REVENUE FORM 10A100 KENTUCKY TAX REGISTRATION APPLICATION (see Section 60.6 (C))
- CERTIFICATE OF AUTHORITY- REGISTRATION WITH SECRETARY OF STATE BY A FOREIGN ENTITY [see Section 60.6 (D)]
- REQUIRED AFFIDAVIT(S) [see Attachment A1, A2, A3]
- EEO FORMS IF APPLICABLE [see Section 40.21]

**The Commonwealth defines SEALED as “a closure that must be broken to be opened and that thus reveals tampering”. (Merriam-Webster Dictionary, <http://www.merriam-webster.com/dictionary/seal>)*

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**COMMONWEALTH OF KENTUCKY
REQUEST FOR PROPOSAL (RFP)
FOR
PUBLIC-PRIVATE-PARTNERSHIP (P3) CONSULTING
RFP 758 1800000360**

**RELEASE DATE: JUNE 01, 2018
CLOSING DATE AND TIME: JUNE 22, 2018 AT 3:30PM ET**

(See section 10.9 of this RFP for the estimated schedule of RFP activities)

**ISSUED BY
THE FINANCE AND ADMINISTRATION CABINET
ON BEHALF OF
COMMONWEALTH OF KENTUCKY**

**COMMONWEALTH BUYER:
AMY MONROE, CPPB
COMMONWEALTH OF KENTUCKY
FINANCE AND ADMINISTRATION CABINET
OFFICE OF PROCUREMENT SERVICES
NEW CAPITOL ANNEX
702 CAPITOL AVE RM 096
FRANKFORT KY 40601
(502) 564-4510
AMY.MONROE@KY.GOV**

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SECTION 10 – INTRODUCTION AND OVERVIEW

10.1 **Purpose**

The purpose of this Request for Proposal (RFP) is to solicit proposals for competitive negotiations pursuant to 200 KAR 5:307.

The Commonwealth of Kentucky is seeking qualified vendors to provide Public-Private-Partnership (P3) Consulting for all State Agencies. The P3 Consulting shall include, but is not limited to: development services and master planning for potential state projects, assistance in recognizing P3 opportunities, master planning, assistance in defining the project, economic plan, and delivery method, assistance in developing the RFP and reviewing unsolicited proposals, including making recommendations for proceeding or not.

It is the Commonwealth's desire to leverage private sector expertise and funding to advance government projects, stimulate job creation and economic growth, bring projects to fruition more quickly, and enhance infrastructure and quality of life by timely planning, deploying and managing P3 opportunities. Therefore, each Vendor must demonstrate proven ability and expertise in the area of comprehensive P3 consulting.

In summary, the goals of this solicitation are to award contracts to enable:

- A streamlined process and plan for the P3 project that ensures that all elements from need to disposal are addressed.
- An assessment of the feasibility of a P3 project; revealing project requirements and alternative approaches for meeting the requirements.
- Determine whether a P3 is the best alternative.
- Plan for a P3 solicitation; defining critical success factors for the entity to make the project more attractive to the private sector and leading to the selection of the best partner.
- Assist in the selection of a P3 partner.
- Assist in forming contract language, and payment options/financial component.
- Assessment of contract after execution.

10.2 **Issuing Office**

The Commonwealth of Kentucky, Finance and Administration Cabinet, Office of Procurement Services, is issuing this RFP on behalf of All Commonwealth Agency. The Finance and Administration Cabinet is the only office authorized

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to change, modify, amend, alter, or clarify the specifications, terms and conditions of this RFP.

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.

10.3 **Access to Solicitation, RFP, and Addenda**

The Commonwealth wants each prospective vendor to have full and complete information on which to base a proposal response. Only information presented or referred to in this RFP and any additional written information that is supplied by the Commonwealth Buyer shall be used by vendors in preparing the response.

The solicitation, addenda, and attachments shall be posted to the Kentucky Vendor Self Service site at

<https://emars.ky.gov/webapp/vsonline/AltSelfService>

It is not necessary to register to access the solicitation. Unregistered vendors can access solicitations by clicking on public access.

In the event of any conflict or variation between the solicitation or modification as issued by the Commonwealth and the vendor's response, the version as issued shall prevail.

10.4 **RFP Terminology**

For the purpose of this RFP, the following terms may be used interchangeably:

- Proposer, Offeror, Contractor, Provider, or Vendor
- Commonwealth Buyer, Buyer, Purchaser, or Contract Officer
- RFP, Solicitation, or Procurement
- Bid, Proposal, or Offer
- Commonwealth of Kentucky, Commonwealth, or State, Agency
- Fiscal Year will be defined as the Commonwealth fiscal year: July 1 through June 30
- Biennium will be defined as the Commonwealth biennium: July 1 of each even numbered year through June 30 of the next even numbered year
- **Requirements that include the words "Shall", "Will", "Must" indicate a mandatory requirement**

10.5 **Restrictions on Communications**

The Commonwealth Buyer named on the Cover Sheet of this RFP shall be the sole point of contact throughout the procurement process. All communications, oral and written (regular, express, or electronic mail, or fax), concerning this procurement shall be addressed to the Buyer.

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For violation of this provision, the Commonwealth shall reserve the right to disqualify the vendors' proposal response.

10.6 Written Questions Regarding this RFP

Vendors are encouraged to submit written questions pursuant to Section 10.9 of this RFP. Written questions shall be submitted to the Commonwealth Buyer via email at Amy.Monroe@ky.gov. **Vendors should submit questions on Attachment B-Vendors Question Form.** No questions shall be accepted after the date(s) listed in Section 10.9 unless the question(s) is considered material to the procurement. The Commonwealth shall respond to salient questions in writing by issuing an addendum to the solicitation. The addendum shall be posted to the Kentucky Vendor Self Service site.

10.7 Notification of Award of Contract

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

All applicable statutes, regulations, policies and requirements shall become a part of an award as well as the Information Technology requirements.

To view the award of contract(s) and the contractor(s) receiving the award(s) for this solicitation, access the Kentucky Vendor Self Service site at <https://emars.ky.gov/webapp/vssoonline/AltSelfService>.

Vendors can search for the solicitation title or number in the keyword search field, or can filter their search for only awarded solicitations by clicking on Advanced Search and changing the status to "Awarded". The award(s) information can be accessed by clicking on the details button of the solicitation and clicking the "Notice of Award" tab. It is the 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.

10.8 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 offerors in connection with the solicitations or selection for award of a contract.

Any actual or prospective offeror or contractor, who is aggrieved in connection with solicitation or selection for award of a contract, may file a 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 and mailed to:

**William M. Landrum III, Secretary
COMMONWEALTH OF KENTUCKY
FINANCE AND ADMINISTRATION CABINET
New Capitol Annex
702 CAPITOL AVE RM 383
FRANKFORT KY 40601**

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.

10.9 Estimated Schedule of RFP Activities

The following table presents the anticipated schedule for major activities associated with the RFP distribution, proposal submission, proposal evaluation process, and contract award. The Commonwealth reserves the right at its sole discretion to change the Schedule of Activities, including the associated dates and times.

Anticipated Schedule of Activities	
Release of RFP	June 01, 2018
Vendors' Written Questions due by 4:30 PM ET (SUBMIT QUESTIONS ON ATTACHMENT B-VENDORS' QUESTION FORM)	June 11, 2018
Commonwealth's Response to Vendors' Written Questions	June 14, 2018
Proposals due by 3:30 PM EST	June 22, 2018

All bidders are cautioned to be aware of security in the Capitol Annex in Frankfort. In-person or courier delivered bids/proposals in response to a Commonwealth solicitation should be delivered a minimum of thirty (30) minutes to one (1) hour earlier than the published closing date and time to allow for a security check-in. Delays due to building security checks shall not be justification for acceptance of a late bid or proposal. Vendor attention to this advisory is encouraged.

SECTION 20 – BACKGROUND AND PRESENT SYSTEM SUMMARY

20.1 Background

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The ability of Kentucky government agencies to work with private sector partners on projects gained momentum in 2016 with passage of legislation regarding public-private-partnerships (P3s) for projects. Government agencies, both state and local, may determine if a solicited P3 is the appropriate way to proceed with certain capital services or construction projects (see KRS 45A.077 or KRS 65.028). The legislation also allows agencies to consider unsolicited P3 projects that private sector partners recommend. Transportation-related P3 projects fall under KRS 175B.015 and KRS 175B.037.

For information on the current process for unsolicited P3 proposals in the Commonwealth go to the following link:

<https://finance.ky.gov/services/eprocurement/p3/Documents/Agency%20Process%20for%20Unsolicited%20P3%20Proposals%204-2017.pdf>

The Commonwealth does not have any contracts for P3 Consulting at this time.

SECTION 30 – COMMONWEALTH OFFICE OF TECHNOLOGY (COT) REQUIREMENTS

This section has been intentionally left blank, as it does not apply to this procurement.

SECTION 40 – PROCUREMENT REQUIREMENTS

40.1 Procurement Requirements

Procurement requirements are listed under “**Procurement Laws, Preference, Regulations and Policies**” and “**Response to Solicitation**” located on the eProcurement Web page at <http://eprocurement.ky.gov> and <http://finance.ky.gov/services/eprocurement/Pages/VendorServices.aspx> respectively. The vendor must comply with all applicable statutes, regulations and policies related to this procurement.

40.2 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 by the Office of Procurement Services, 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;

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3. The Solicitation and all attachments
4. Procurement Statutes, Regulations and Policies
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.

40.3 **Final Agreement**

The contract represents the entire agreement between the parties with respect to the subject matter hereof. Prior negotiations, representations, or agreements, either written or oral, between the parties hereto relating to the subject matter hereof shall be of no effect upon this contract.

40.4 **Contract Provisions**

If any provision of this contract (including items incorporated by reference) is declared or found to be illegal, unenforceable, or void, then both the Commonwealth and the contractor shall be relieved of all obligations arising under such provision. If the remainder of this contract is capable of performance, it shall not be affected by such declaration or finding and shall be fully performed.

40.5 **Type of Contract**

The contract proposed in response to this solicitation shall be on the basis of a **firm fixed unit price** for the elements listed in this solicitation. This solicitation is specifically not intended to solicit proposals for contracts on the basis of cost-plus, open-ended rate schedule, nor any non-fixed price arrangement.

40.6 **Contract Usage**

As a result of this RFP, the contractual agreement with the selected vendor will in no way obligate the Commonwealth of Kentucky to purchase any services or equipment under this contract. The Commonwealth agrees, in entering into any contract, to purchase only such services in such quantities as necessary to meet the actual requirements as determined by the Commonwealth.

40.7 **Addition or Deletion of Items or Services**

The Office of Procurement Services reserves the right to add new and similar items, by issuing a contract modification, to this contract with the consent of the vendor. Until such time as the vendor receives a modification, the vendor shall not accept delivery orders from any agency referencing such items or services.

40.8 **Changes and Modifications to the Contract**

Pursuant to KRS 45A.210 (1) and 200 KAR 5:311, no modification or change of any provision in the contract shall be made, or construed to have been made,

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unless such modification is mutually agreed to in writing by the contractor and the Commonwealth, and incorporated as a written amendment to the contract and processed through the Office of Procurement Services and approved by the Finance and Administration Cabinet prior to the effective date of such modification or change pursuant to KRS 45A.210(1) and 200 KAR 5:311. Memorandum of understanding, written clarification, and/or correspondence shall not be construed as amendments to the contract.

If the contractor finds at any time that existing conditions made modification of the contract necessary, it shall promptly report such matters to the Commonwealth Buyer for consideration and decision.

40.9 **Changes in Scope**

The Commonwealth may, at any time by written order, make changes within the general scope of the contract. No changes in scope are to be conducted except at the approval of the Commonwealth.

40.10 **Contract Conformance**

If the Commonwealth Buyer determines that deliverables due under the contract are not in conformance with the terms and conditions of the contract and the mutually agreed-upon project plan, the Buyer may request the contractor to deliver assurances in the form of additional contractor resources and to demonstrate that other major schedules will not be affected. The Commonwealth shall determine the quantity and quality of such additional resources and failure to comply may constitute default by the contractor.

40.11 **Assignment**

The contract shall not be assigned in whole or in part without the prior written consent of the Commonwealth Buyer.

40.12 **Payment**

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

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

40.13 **Contractor Cooperation in Related Efforts**

The Commonwealth of Kentucky may undertake or award other contracts for additional or related work, services, supplies, or commodities, and the contractor shall fully cooperate with such other contractors and Commonwealth employees.

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The contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Commonwealth employees.

40.14 **Contractor Affiliation**

"Affiliate" shall mean a branch, division or subsidiary that is effectively controlled by another party. If any affiliate of the contractor shall take any action that, if done by the contractor, would constitute a breach of this agreement, the same shall be deemed a breach by such party with like legal effect.

40.15 **Commonwealth Property**

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

40.16 **Confidentiality of Contract Terms**

The contractor and the Commonwealth agree that all information communicated between them before the effective date of the contract shall be received in strict confidence and shall not be necessarily disclosed by the receiving party, its agents, or employees without prior written consent of the other party. Such material will be kept confidential subject to Commonwealth and Federal public information disclosure laws.

Upon signing of the contract by all parties, terms of the contract become available to the public, pursuant to the provisions of the Kentucky Revised Statutes.

The contractor shall have an appropriate agreement with its subcontractors extending these confidentiality requirements to all subcontractors' employees.

40.17 **Confidential Information**

The contractor shall comply with the provisions of the Privacy Act of 1974 and instruct its employees to use the same degree of care as it uses with its own data to keep confidential information concerning client data, the business of the Commonwealth, its financial affairs, its relations with its citizens and its employees, as well as any other information which may be specifically classified as confidential by the Commonwealth in writing to the contractor. All Federal and State Regulations and Statutes related to confidentiality shall be applicable to the contractor. The contractor shall have an appropriate agreement with its employees, and any subcontractor employees, to that effect, provided however, that the foregoing will not apply to:

- A. Information which the Commonwealth has released in writing from being maintained in confidence;
- B. Information which at the time of disclosure is in the public domain by having been printed and published and available to the public in libraries or other public places where such data is usually collected; or

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- C. Information, which, after disclosure, becomes part of the public domain as defined above, thorough no act of the contractor.

40.18 **Advertising Award**

The contractor shall not refer to the award of contract in commercial advertising in such a manner as to state or imply that the firm or its services are endorsed or preferred by the Commonwealth of Kentucky without the expressed written consent of the agency technical contact person. (see Section 50.4)

40.19 **Patent or Copyright Infringement**

The contractor shall report to the Commonwealth promptly and in reasonable written detail, each notice of claim of patent or copyright infringement based on the performance of this contract of which the contractor has knowledge.

The Commonwealth agrees to notify the contractor promptly, in writing, of any such claim, suit or proceeding, and at the contractor's expense give the contractor proper and full information needed to settle and/or defend any such claim, suit or proceeding.

If, in the contractor's opinion, the equipment, materials, or information mentioned in the paragraphs above is likely to or does become the subject of a claim or infringement of a United States patent or copyright, then without diminishing the contractor's obligation to satisfy any final award, the contractor may, with the Commonwealth's written consent, substitute other equally suitable equipment, materials, and information, or at the contractor's options and expense, obtain the right for the Commonwealth to continue the use of such equipment, materials, and information.

The Commonwealth agrees that the contractor has the right to defend, or at its option, to settle and the contractor agrees to defend at its own expense, or at its option to settle, any claim, suit or proceeding brought against the Commonwealth on the issue of infringement of any United States patent or copyright or any product, or any part thereof, supplied by the contractor to the Commonwealth under this agreement. The contractor agrees to pay any final judgment entered against the Commonwealth on such issue in any suit or proceeding defended by the contractor.

If principles of governmental or public law are involved, the Commonwealth may participate in the defense of any such action, but no costs or expenses shall be incurred for the account of the contractor without the contractor's written consent.

The contractor shall have no liability for any infringement based upon:

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

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40.20 **Permits, Licenses, Taxes and Commonwealth Registration**

The contractor shall procure all necessary permits and licenses and abide by all applicable laws, regulations, and ordinances of all Federal, State, and local governments in which work under this contract is performed.

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. However, the contractor need not be registered as a prerequisite for responding to the RFP. Additional local registration or license may be required.

The contractor shall pay any sales, use, and personal property taxes arising out of this contract and the transaction contemplated hereby. Any other taxes levied upon this contract, the transaction, or the equipment or services delivered pursuant hereto shall be borne by the contractor.

40.21 **EEO Requirements**

The Equal Employment Opportunity Act of 1978 applies to All State government projects with an estimated value exceeding \$500,000. The contractor shall comply with all terms and conditions of the Act.

<http://finance.ky.gov/services/eprocurement/Pages/VendorServices.aspx>

40.22 **Provisions for Termination of the Contract**

Any contract resulting from this solicitation shall be subject to the termination provisions set forth in 200 KAR 5:312.

40.23 **Bankruptcy**

In the event the contractor becomes the subject debtor in a case pending under the Federal Bankruptcy Code, the Commonwealth's right to terminate this contract may be subject to the rights of a trustee in bankruptcy to assume or assign this contract. The trustee shall not have the right to assume or assign this contract unless the trustee (a) promptly cures all defaults under this contract; (b) promptly compensates the Commonwealth for the monetary damages incurred as a result of such default, and (c) provides adequate assurance of future performance, as determined by the Commonwealth.

40.24 **Conformance with Commonwealth & Federal Laws/Regulations**

This contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. Any action brought against the Commonwealth on the contract, including but not limited to actions either for breach of contract or for enforcement of the contract, shall be brought in Franklin Circuit Court, Franklin County, Kentucky in accordance with KRS 45A.245.

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40.25 **Accessibility**

Vendor hereby warrants that the products or services to be provided under this contract comply with the accessibility requirements of Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, part 1194. Vendor further warrants that the products or services to be provided under this contract comply with existing federal standards established under Section 255 of the Federal Telecommunications Act of 1996 (47 U.S.C. § 255), and its implementing regulations set forth at Title 36, Code of Federal Regulations, part 1193, to the extent the vendor's products or services may be covered by that act. Vendor agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services which is brought to its attention.

40.26 **Access to Records**

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, agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this agreement for the purpose of financial audit or program review. The Contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the agreement and shall be exempt from disclosure as provided in KRS 61.878(1)(c).

40.27 **Prohibitions of Certain Conflicts of Interest**

In accordance with KRS 45A.340, the contractor represents and warrants, and the Commonwealth relies upon such representation and warranty, that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services. The contractor further represents and warrants that in the performance of the contract, no person, including any subcontractor, having any such interest shall be employed.

In accordance with KRS 45A.340 and KRS 11A.040 (4), the contractor agrees that it shall not knowingly allow any official or employee of the Commonwealth who exercises any function or responsibility in the review or approval of the undertaking or carrying out of this contract to voluntarily acquire any ownership interest, direct or indirect, in the contract prior to the completion of the contract.

40.28 **No Contingent Fees**

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No person or selling agency shall be employed or retained or given anything of monetary value to solicit or secure this contract, excepting bona fide employees of the offeror or bona fide established commercial or selling agencies maintained by the offeror for the purpose of securing business. For breach or violation of this provision, the Commonwealth shall have the right to reject the proposal or cancel the contract without liability.

40.29 **Vendor Response and Proprietary Information**

The RFP specifies the format, required information, and general content of proposals submitted in response to the RFP. ***The Finance and Administration Cabinet will not disclose any portions of the proposals prior to Contract Award to anyone outside the Finance and Administration Cabinet, representatives of the agency for whose benefit the contract is proposed, 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 Commonwealth 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 in the Transmittal Letter [see Section 60.6 (A)] 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.

40.30 **Contract Claims**

The Parties acknowledge that KRS 45A.225 to 45A.290 governs contract claims.

40.31 **Limitation of Liability**

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

40.32 **Discrimination (Effective April 8, 2015)**

Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. This section applies only

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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, sexual orientation, gender identity, 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, sexual orientation, gender identity, 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, sexual orientation, gender identity, 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 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

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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.

SECTION 50 – SCOPE OF WORK

50.1 **Agencies to Be Served**

This contract shall be for use by all agencies of the Commonwealth. No shipments shall be made except upon receipt by vendor of an official delivery order from the using agency.

Political Subdivisions

Under Kentucky Statutes, political subdivisions of this State including cities of all classes, counties, and school districts may participate in All State Agency Master Agreements to the same extent as agencies of the Commonwealth.

50.2 **Term of Contract and Renewal Options**

The initial term of the contract shall be for a period of **four (4) years** from the effective date of the Award of Contract.

This contract may be renewed at the completion of the initial contract period for **three (3) additional one (1) year** periods upon the mutual agreement of the Parties. Such mutual agreement shall take the form of a contract modification as described in Section 40.8 of this RFP.

At the end of the contract, the vendor shall provide all agency data in a form that can be converted to any subsequent system of the agency's choice. The vendor shall cooperate to this end with the vendor of the agency's choice, in a timely and efficient manner.

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The Commonwealth reserves the right not to exercise any or all renewal options. The Commonwealth reserves the right to extend the contract for a period less than the length of the above-referenced renewal period if such an extension is determined by the Commonwealth Buyer to be in the best interest of the Commonwealth.

The Commonwealth reserves the right to renegotiate any terms and/or conditions as may be necessary to meet requirements for the extended period. In the event proposed revisions cannot be agreed upon, either party shall have the right to withdraw without prejudice from either exercising the option or continuing the contract in an extended period.

50.3 **Basis of Price Revisions**

PRICE ADJUSTMENTS: Unless otherwise specified, the prices established by the contract resulting from this solicitation shall remain firm for the contract period subject to the following:

- A. **Price Increases:** A price increase shall not occur during the first twelve (12) months of the contract. A vendor may request a price increase after twelve (12) months of the contract, which may be granted or denied by the Commonwealth. Any such price increase shall be based on industry wide price changes. The contract holder must request in writing a price increase at least thirty (30) days prior to the effective date, and shall provide firm proof that the price increase(s) is justified. The Office of Procurement Services may request additional information or justification. If the price increase is denied, the contract holder may withdraw from the contract without prejudice upon written notice and approval by the Office of Procurement Services. Provided, however, that the vendor must continue service, at the contract prices, until a new contract can be established (usually within sixty (60) days).
- B. **Price Decreases:** The contract price shall be reduced to reflect any industry wide price decreases. The contract holder is required to furnish the Office of Procurement Services with notice of any price decreases as soon as such decreases are available.
- C. **Extended Contract Periods:** If the contract provides for an optional renewal period, a price adjustment may be granted at the time the contract is renewed, subject to price increase justification as required in Paragraph A "Price Increases" as stated above.

50.4 **Notices**

After the award of contract, all programmatic communications with regard to day-to-day performance under the contract are to be made to the agency technical contact(s) identified during the negotiation phase of this

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procurement. After the award of contract, all communications of a contractual or legal nature are to be made to the Commonwealth Buyer.

50.5 **Subcontractors**

The contractor is permitted to make subcontract(s) with any other party for furnishing any of the work or services herein. The contractor shall be solely responsible for performance of the entire contract whether or not subcontractors are used. The Commonwealth shall not be involved in the relationship between the prime contractor and the subcontractor. Any issues that arise as a result of this relationship shall be resolved by the prime contractor. All references to the contractor shall be construed to encompass both the contractor and any subcontractors of the contractor.

50.6 **Scope of Work/Technical Requirements**

This solicitation is to establish contracts with selected vendors and create Statements of Work (SOW's) for individual detailed projects by Commonwealth agencies. The intent of any awarded Master Agreement is to allow the State Agencies the ability to select from a list of qualified Vendors to perform the services that best suit the specific needs of each state agency.

Vendors must be willing to engage in determining the best solution for the project with no bias toward marketing any of their own product lines. Likewise, vendors must have resources either on staff or through business partnerships/alliances that comprehensively meet the project needs of the Commonwealth in a timely manner.

- A. The contractor must have successfully planned, advised on, and managed a government P3 project in excess of \$500K from start to finish, with successful results.
- B. The contractor shall demonstrate the ability and experience to apply best practice to maximizing value while minimizing risk for viable P3 projects. This includes planning, managing, and reporting for P3 projects. The contractor's depth and breadth of experience and capabilities in successfully staffing and managing P3 projects using best project management practices shall be considered.
- C. The Contractor should demonstrate a planning approach that integrates market and financial analysis, feasibility evaluations, and economical impact assessments.
- D. Current Commonwealth staffing, whether employee or contract, cannot be included in the SOW response or hours billed to the project.

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- E. Commonwealth agencies will obtain competitive quotes or bids individually from ALL contracted Vendors. However, the Commonwealth reserves the right to obtain or retain outside Vendors for advertising and marketing needs, if it is in the best interest of the Commonwealth. The State Agency requesting a quote for service(s) shall have sole judgment as to the best interest of that State Agency in obtaining competitive quotations and retaining outside (non-contracted or contracted) Vendors, and such shall not be construed as a breach of any contract resulting from this solicitation.

- F. When requested, contracted Vendors shall furnish quotations to the requesting State Agency within a specific time-period to be determined by the Agency and the Vendor. Failure to respond promptly may result in a “no quote” by the Vendor.

- G. All Statements of Work (SOW) and subsequent Delivery Orders (DO) placed shall be understood to require completion and delivery within the specific timeframe determined by the using Agency after receipt of the Delivery Order unless otherwise stated.

- H. When the project or item is not delivered as provided in this RFP, the Office of Procurement Services reserves the right to:
 - 1) purchase the item or good on the open market, with any cost in excess of the contract price paid by the Vendor. Failure of the Vendor to meet contract delivery dates may also be cause for cancellation, removal from eligibility for future contracts, or both, or
 - 2) the Vendor agrees that when delivery and / or performance are not made within the contracted due date that one percent (1%) per calendar day will be deducted from the Vendor’s invoice for each calendar day the Vendor fails to meet the contracted delivery and performance date.

- I. The Commonwealth reserves the right to determine which of the above options is in its best interests.

- J. Vendors shall be required to receive advance written approval from the requesting State Agency for the cost of each proposed SOW or Change Order related to that SOW.

- K. Upon completion or termination of each SOW, Vendor shall provide within five (5) calendar days the designed and / or produced materials and other items to the Commonwealth Agency or other designated Vendor(s) in a commonly used and commercially

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available digital format that enables the Commonwealth to reuse, revise, and redistribute the designs and / or produced materials.

- L. The Vendor shall also be required to provide redundant and secure off-site backup of all files that the Vendor has produced for, or received from, the Commonwealth under the terms of the Master Agreement Contract. The files shall be in a non-proprietary recoverable format that is commonly used and requires only commercially available software to recover and reuse, revise, and redistribute.
- M. The Vendor shall not bill or seek reimbursement on behalf of any of its staff travel time or expenses to the requesting State Agency's office in Frankfort or other primary office. All travel costs shall be included in the requested quote/SOW.

Note: Vendors who are awarded a contract as a result of this RFP cannot submit a P3 proposal on any P3 Statement of Work (SOW) they have quoted or consulted on.

SECTION 60 – PROPOSAL SUBMISSION

60.1 Disposition of Proposals

All proposals become the property of the Commonwealth of Kentucky. The successful proposal shall be incorporated into the resulting contract by reference. Disposal of unsuccessful proposals shall be at the discretion of the Commonwealth Buyer.

60.2 Rules for Withdrawal of Proposals

Prior to the date specified for receipt of offers, a submitted proposal may be withdrawn by submitting a signed written request for its withdrawal to the Commonwealth Buyer.

60.3 Commonwealth's Right to Use Proposal Ideas

The Commonwealth of Kentucky shall have the right to use all system ideas, or adaptations of those ideas, contained in any proposals received in response to the RFP. Selection or rejection of the proposal will not affect this right.

60.4 Submission of RFP Response

Each qualified offeror shall submit only one (1) proposal. Alternate proposals shall not be allowed. Failure to submit as specified shall result in a non-responsive proposal.

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The vendor should complete the "Vendor" box on the face of the solicitation. An authorized representative of the vendor shall sign where indicated on the face of the solicitation. If the solicitation is not signed the proposal shall be deemed non-responsive.

Acknowledgment of Addenda

It is the vendor's responsibility to check the web site for any modifications to this solicitation. Vendors are encouraged to acknowledge each addendum by signing and submitting the latest addendum with their response. However, signing the face of the solicitation as indicated above constitutes the vendor's acknowledgement of and agreement to be bound by the terms of all addenda issued.

Failure to specifically acknowledge addenda will not excuse the vendor from adhering to all changes to the requirements of the solicitation set forth therein nor provide justification for any pricing changes.

60.5 **Format of Response**

- A. Proposals shall be submitted in three (3) parts: the Technical Proposal, the Cost Proposal, and the Proprietary Information.
 - 1. **The Technical Proposal should include one (1) original document marked "Original Technical" and five (5) marked technical thumb/flash drives (in Microsoft Word, Microsoft Excel or PDF format ONLY). Do not include embedded documents, hyperlinks or hyperlinks to videos.**
 - 2. **The Cost Proposal should include one (1) original document marked "Original Cost" and four (4) marked cost thumb/flash drives (in Microsoft Word, Microsoft Excel or PDF format ONLY). Do not include embedded documents, hyperlinks or hyperlinks to videos.**
 - 3. Any **Proprietary Information** should include one (1) original document marked "Original Proprietary" and five (5) marked proprietary data thumb/flash drives (in Microsoft Word, Microsoft Excel, or PDF format ONLY). Do not include embedded documents, hyperlinks or hyperlinks to videos.
- B. *Proposals shall be sealed and submitted to the Commonwealth Buyer by the RFP Closing Date and Time (both are identified on the Cover Page of this RFP). ANY PROPOSAL RECEIVED AFTER THE CLOSING DATE AND TIME SHALL BE REJECTED AND RETURNED UNOPENED TO THE VENDOR AT THE VENDOR'S EXPENSE.

****The Commonwealth defines SEALED as "a closure that must be broken to be opened and that thus reveals tampering". (Merriam-***

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Webster Dictionary, <http://www.merriam-webster.com/dictionary/seal>)

Should differences be determined to exist between the hardcopy proposal and the electronic version, the hardcopy shall prevail. Pricing shall only be provided in the Cost Proposal. DO NOT SUBMIT ANY PRICING INFORMATION IN THE TECHNICAL PROPOSAL.

The outside cover of the package containing the Technical Proposal should be marked:

**PUBLIC-PRIVATE-PARTNERSHIP (P3) CONSULTING
RFP 758 1800000360
TECHNICAL PROPOSAL
NAME OF OFFEROR
CLOSING DATE AND TIME**

The outside cover of the package containing the Cost Proposal should be marked:

**PUBLIC-PRIVATE-PARTNERSHIP (P3) CONSULTING
RFP 758 1800000360
COST PROPOSAL
NAME OF OFFEROR
CLOSING DATE AND TIME**

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

60.6 Technical Proposal Content

A. Transmittal Letter

The transmittal letter should be on the vendor's letterhead, notarized and signed by an agent authorized to bind the vendor. The transmittal letter should include the following:

- i. A statement that **deviations** are included, if applicable. Proposed deviations must be outlined in the transmittal letter.
Any deviation from the provisions of the solicitation must be specifically identified by the vendor in its proposal, which if successful, shall become part of the contract. Such deviations shall not be in conflict with the basic nature of this solicitation. The Commonwealth reserves the right to reject any and/or all deviations in whole or in part.
- ii. A sworn 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;

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- iii. **A sworn statement pursuant to KRS 11A.040 that the vendor has not knowingly violated any provisions of the Executive Branch Code of Ethics;**
- iv. **A sworn statement of that the vendor is in compliance with Prohibitions of Certain Conflicts of Interest;**
- v. **A statement of certification in accordance with In accordance with Federal Acquisition Regulation 52.209-5, Certification Regarding Debarment, Suspension, and Proposed Debarment 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.**
- vi. **The name, address, telephone number, fax number, and email address of the contact person for this RFP. The address shall be one in which the major overnight delivery services will deliver.**
- vii. **The name, address, telephone number, fax number and email address of the contact person to serve as a point of contact for day-to-day operations.**
- viii. **Subcontractor information to include name of company, address, telephone number and contact name, if applicable.**

B. Disclosure of Violation of Statutes

Pursuant to KRS 45A.485, contractors are required to reveal final determinations of violation of certain statutes incurred within the last five (5) years and be in continuous compliance with those statutes during the contract. Where applicable, the vendor is required to complete and submit Report of Prior Violations of Tax and Employment Laws.

C. Kentucky Tax Registration Application

Revenue Form 10A100, Kentucky Tax Registration Application effective July 2008, is a form to be completed by any person or entity wishing to contract with the Commonwealth to provide goods or services subject to sales and use tax pursuant to KRS 139.200. The form is located at this web-link as Attachment 5:

<http://finance.ky.gov/services/eprocurement/Pages/VendorServices.aspx>

In accordance with administrative regulation 200 KAR 5:390, this form has to be completed and submitted, before a contract can be awarded. Section 2 of the regulation also notes: "Failure to submit the required documentation or to remain registered and in compliance with the sales and use tax filing and remittance requirements of KRS 139.540 and

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KRS 139.550 throughout the duration of the contract shall constitute a material breach of the contract and the contract may be terminated.”

D. Registration with the Secretary of State by a Foreign Entity

Pursuant to KRS 45A.480(1)(b), an agency, department, office, or political subdivision of the Commonwealth of Kentucky shall not award a state contract to a person that is a foreign entity required by [KRS 14A.9-010](#) to obtain a certificate of authority to transact business in the Commonwealth (“certificate”) from the Secretary of State under [KRS 14A.9-030](#), **therefore, foreign entities should submit a copy of their certificate with their solicitation response.** If the foreign entity is not required to obtain a certificate as provided in [KRS 14A.9-010](#), the foreign entity should identify the applicable exception in its solicitation response. Foreign entity is defined within [KRS 14A.1-070](#). Businesses can register with the Secretary of State at:

<https://secure.kentucky.gov/sos/ftbr/welcome.aspx>.

- E. **Required Affidavits (see Attachment A1, A2, A3)**
- F. **Completed and signed face of solicitation (see Section 60.4)**
- G. **Signed face of latest addendum of the solicitation (see Section 60.4)**
- H. **EEO Forms if applicable (see Section 40.21)**
- I. **Proposed Solution (see Section 60.7)**

60.7 Proposed Solution Content

Response should be based on the RFP requirements and should include the following:

A. Company Background:

The vendor should provide the following information

1. The date vendor was established in its current business form;
2. The number and location of current business facilities;
3. Any other names under which the proposing entity has operated during the past five (5) years;
4. Full information on any material changes in the mode of conducting business, mergers and acquisitions within the last five (5) years;
5. Any planned or pending merger or acquisitions;
6. A brief description of the range of services and products provided to clients;
7. A brief description of the company’s business plan, visions and goals;
8. Other related corporate background information in summary format.

B. Project Experience:

1. Government Project experience. List of three (3) project(s) consulted on and discuss project details and function, costs,

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number of personnel utilized, timeframes, management methods, change orders and completion successes.

2. Private Corporation Experience. List of three (3) project(s) consulted on and discuss project costs, number of personnel utilized timeframes, and completion successes

C. Staffing:

The Vendor should describe their proposed P3 consulting staffing/ organization and internal controls to facilitate the utilization of this contract and, provide resumes for the key personnel who will be assigned to this contract, including their experience in the public sector regarding P3 consulting. Provide a company organizational chart indicating lines of authority for personnel involved in the performance of this potential contract and relationships of these staff members to other programs or functions within the organization. Describe internal mechanisms that ensure oversight and involvement of vendor management staff in meeting the potential contract objectives. Describe escalation paths for issues that may arise during this contract.

D. Methodology:

Provide overview of the methodology(ies) used for P3 project consulting and management. Please discuss project oversight, change orders, staffing strategies and reporting methods. Samples are encouraged if available. Discuss what you would expect to see from an agency upon project request and what will be your first steps after receiving a request.

E. Scenarios - Project Exercise:

The following scenarios are samples; they are not actual needs of the Commonwealth, but are indicative of requests that may need consultant services. With each scenario, please provide:

- A Statement of Work (SOW) as described in Section 50.6 of this RFP
- Explanation of the methodologies and requirements within the SOW. This will provide insight as to how a consultant will complete a project.

Scenario #1

The Department of Parks (DOP) has identified 8 of its 14-wastewater treatment facilities that are past their useful life. DOP currently owns and operates these facilities. On average, each plant will cost \$3 million to replace. DOP is interested to know if there is a P3 solution where an outside vendor could design, build, finance, operate, and maintain (DBFOM) new wastewater plants. Repayment of the project to the vendor will come from usage fees by the DOP resort and any other local community that may tap into the plant. DOP will like to know many things, including:

- Will outside vendors entertain such a project?

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- Should DOP package all or a few of the plants together in a single project based on geography or should each plant become a separate project?
- Will local governments want to join in to address similar problems in their adjacent communities?
- Are there adjacent communities of sufficient size to warrant inclusion and add economies of scale?
- How can the consultant assist in writing an RFP with best opportunity of success?
- How can the consultant assist in contracting with a winning bidder?
- How will the consultant assist in finding out the answers to the questions?

How will the consultant address this scenario? We are not looking for actual answers to the question posed in the scenario, but your methodology in getting the answers. How will the consultant bill for this scenario? Will it be an upfront cost to DOP? Will it be paid by a winning bidder? If so how? Do not include a cost estimate in this technical portion of the RFP. The Cost Proposal Form is the only place to include actual dollar amounts.

Scenario #2

A local government (LG) received an unsolicited proposal by a company that wants to DBFOM a sports complex for multiple forms of amateur competitions. The facility will sit on underutilized government property. The LG issued the required public notice and received a few competing proposals for use of the land. All the uses have a public/social aspect and could generate revenue to the LG in lease payments or revenue sharing as well as some economic impact for the community. The various proposers will invest \$11-\$24 million into the projects. The LG is interested the best use but does not know if any of the proposals are actually feasible. If so, it needs to write and RFP as the next step in the process. The LG needs assistance evaluating and acting on the best option. The LG will like to know many things, including:

- Are any of the projects actually feasible? Should the LG move forward?
- Which provides the best opportunity for success in both revenue generation and providing a civic service?
- Will the LG need to assist in financing and if so what are its risks?
- How can the consultant assist in writing an RFP with best opportunity of success?
- How can the consultant assist in contracting with a winning bidder?
- How will the consultant assist in finding out the answers to the questions?

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How will the consultant address this scenario? We are not looking for actual answers to the question posed in the scenario, but your methodology in getting the answers. How will the consultant bill for this scenario? Will it be an upfront cost to LG? Will it be paid by a winning bidder? If so how? Do not include a cost estimate in this technical portion of the RFP. The Cost Proposal Form is the only place to include actual dollar amounts.

Scenario #3

The Cabinet for Health and Family Services (CHFS) believes that some of the social issues it addresses could have more efficient solutions through a public private partnership. These problems could range from opioid dependency to at risk pregnancy or anything of the many other problems the cabinet faces daily. CHFS will like to know many things, including:

- How can we identify possible partnerships?
- Will the partnership include other agencies or governments?
- What are the risks to CHFS and to the public it serves?
- How can the consultant assist in writing an RFP with best opportunity of success?
- How can the consultant assist in contracting with a winning bidder?
- How will the consultant assist in finding out the answers to the questions?

How will the consultant address this scenario? We are not looking for actual answers to the question posed in the scenario, but your methodology in getting the answers. How will the consultant bill for this scenario? Will it be an upfront cost to LG? Will it be paid by a winning bidder? If so how? Do not include a cost estimate in this technical portion of the RFP. The Cost Proposal Form is the only place to include actual dollar amounts.

DO NOT INCLUDE ANY COST IN THE TECHNICAL RESPONSE. COST SHOULD BE SUBMITTED SEPARATELY

60.8 Cost Proposal Content

The vendor should provide its costs for the proposed solution as instructed on the Cost Proposal Form. (see Attachment C)

The Commonwealth of Kentucky is Tax Exempt. Do not include Federal Excise Tax, Kentucky Sales or Use Tax in proposed costs.

Costs for developing the proposals are solely the responsibility of the offerors. The Commonwealth of Kentucky shall not provide any reimbursements for such costs.

A proposal shall not be considered for award if the price in the proposal was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other offeror or with any competitor. In addition, the offeror is prohibited from making multiple proposals in a different form.

Should conflict of interest be detected any time during the contract, the contract shall be null and void and the contractor shall assume all costs of this project until such time that a new contractor is selected.

SECTION 70 – PROPOSAL EVALUATION

70.1 Proposal Evaluation

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

The Commonwealth has established a Proposal Evaluation Committee to review, evaluate and verify information submitted by the offeror.

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

The Commonwealth shall evaluate the proposals by assigning scores as indicated.

70.2 Technical Proposal Evaluation

Criteria	Maximum Points Possible
Company Background	600
Project Experience	1,600
Staffing	500
Methodology	300
Scenarios - Project Exercise	600
Maximum Points Possible	3,600

70.3 Cost Proposal Evaluation

Criteria	Maximum Points Possible
Attachment C - Cost Proposal Form	1,200
Maximum Points Possible	1,200

The scoring of cost 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)

70.4 Oral Demonstration/Presentation Evaluation, if required

Criteria	Maximum Points Possible
<p>Demonstration/Presentation</p> <p>The Commonwealth reserves the right to require Oral Presentations/Demonstrations to verify or expand on the Technical or Cost Proposals. This is the opportunity for the vendor to present and demonstrate the solution and to answer questions or to clarify the understanding of the evaluation committee in accordance with the requirements of this RFP. The Commonwealth reserves the right to reject any or all proposals in whole or in part based on the oral presentations/demonstrations.</p> <p>If required, the highest ranking vendors will be invited. Scheduling will be at the discretion of the Commonwealth. The Commonwealth reserves the right not require oral presentations/demonstrations if they do not affect the final rankings.</p>	<p>1,000</p>
Maximum Points Possible	1,000

70.5 Best and Final Offer (BAFO)

In accordance with FAP 111-57-00 (3) (h), the Commonwealth reserves the right to request Best and Final Offers (BAFO).

70.6 Total Proposal Evaluation

Criteria	Maximum Points Possible
Technical Proposal	3,600
Cost Proposal	1,200
Oral Demonstrations/Presentations, if required	1,000
MAXIMUM POINTS POSSIBLE	5,800

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The Commonwealth reserves the right pursuant to KRS 45A.085 to negotiate a contract with the top-ranked vendor. In the event the Commonwealth cannot reach agreement with the top-ranked vendor, it may proceed to negotiate with the next highest ranked vendor, and so on. It is the Commonwealth's intent to award a contract to the vendor with whom successful negotiations are completed.

Terms and conditions that may be negotiated at the sole discretion of the Commonwealth include but are not limit to issues related to the Technical and/or Cost Proposals.

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ANNUAL AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS

Affidavit Effective Date: _____
Affidavit Expiration Date: _____
Maximum Length One-Year

PLEASE NOTE: Annual Affidavits will remain effective one-year from their completion. Upon their expiration, a new Annual Affidavit will be required.

REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS PAGE 1 OF 2

FOR BIDS AND CONTRACTS IN GENERAL:

- I. Each bidder or offeror swears and affirms under penalty of perjury, that to the best of their knowledge:
 - 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 jurisdiction over this contract award.

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ATTACHMENT A3

Solicitation/Contract #: _____

**REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS
CLAIMING QUALIFIED BIDDER STATUS**

FOR BIDS AND CONTRACTS IN GENERAL:

I. The bidder or offeror swears and affirms under penalty of perjury that the entity bidding, and all subcontractors therein, meets the requirements to be considered a "qualified bidder" in accordance with 200 KAR 5:410(3); and will continue to comply with such requirements for the duration of any contract awarded. Please identify below the particular "qualified bidder" status claimed by the bidding entity.

_____ A nonprofit corporation that furthers the purposes of KRS Chapter 163

_____ Per KRS 45A.465(3), a "Qualified nonprofit agency for individuals with severe disabilities" means an organization that:

- (a) Is organized and operated in the interest of individuals with severe disabilities; and
- (b) Complies with any applicable occupational health and safety law of the United States and the Commonwealth; and
- (c) In the manufacture or provision of products or services listed or purchased under KRS 45A.470, during the fiscal year employs individuals with severe disabilities for not less than seventy-five percent (75%) of the man hours of direct labor required for the manufacture or provision of the products or services; and
- (d) Is registered and in good standing as a nonprofit organization with the Secretary of State.

The BIDDING AGENCY reserves the right to request documentation supporting a bidder's claim of qualified bidder status. Failure to provide such documentation upon request may result in disqualification of the bidder or contract termination.

Signature

Printed Name

Title

Date

Company Name

Address

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Subscribed and sworn to before me by _____
(Affiant) (Title)

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

Notary Public
[seal of notary]

My commission expires: _____

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ATTACHMENT C

COST PROPOSAL FORM

COST PROPOSAL PART 1

Respondents are to provide the following rates:

- Hourly Rate for services
- Rates for additional services

COST PROPOSAL PART 2

Using the scenarios provided in Section 60.7(E), provide the total cost estimate associated with each SOW developed for the technical proposal. Provide a detailed outline of how the total cost was calculated.