

Commonwealth of Kentucky SOLICITATION

| | | Modification: No | Version #: |
|--|--------------------|------------------|--|
| TITLE: Energy Efficiency Rebate | e Program | | |
| Date Issued: Solicitation Closes 02/12/2024 Date: Record Date: 03/11/2024 02/05/2024 Time: 15:30 15:30 | | 2024 | Solicitation No: RFP 141 2400000148 |
| | | | |
| Online Bidding Prohibited: | No | | |
| For Information Call: Carol Stringer 502-782-7078 | | Bid Receivin | ing Location: ^{ng} c Conditions for Bid Submission Instructions |
| | | Other | KY |
| Vendor Customer Number: | | | |
| Vendor Name: | | | |
| Phone Number: | | | |
| Fax Number: | | | |
| Email Address: | | | |
| Ordering | | Payment | |
| Address: | | Address: | |
| City, State, Zip: | | City, State | , Zip: |
| Contact Name: | | Contact Na | ame: |
| Contact Email: | | Contact Er | mail: |
| Contact Phone Number: | | Contact Ph | none Number: |
| Ownership Type | | | |
| Sole Proprietorship | PartnershipCorpora | ationOther | |

SIGNATURE OF AUTHORIZED AGENT IS RESPONSE UNLESS RESPONSE IS SUBMITTED ELECTRONICALLY. FAILURE TO SIGN SHALL RENDER THE BID INVALID.

Signature X_____ Date_____

All offers subject to all terms and conditions contained in this solicitation.



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Modification: No Version #: Line Items **Commodity Group:** Default Line **CL Description** Quantity UOM **Unit Cost** Line Total or Contract Amnt 1 Energy Efficiency Rebate Program -**Consulting Services Comm Code** Manufacturer Model # Manuf Part # **Comm Description**

91841PS PSC-Energy Conservation Consulting

Extended Description

The Energy and Environment Cabinet(EEC), Office of Energy Policy (OEP) is requesting proposals from experts with energy efficiency rebate planning, administration, technical assistance services, stakeholder engagement, and program implementation as it relates to the Inflation Reduction Act (IRA) Home Energy Rebate Programs.

| Shipping Information Office of Energy Policy | | | Billing Information Office of Energy Policy | | |
|--|----|---------------------------|---|----|-------|
| 300 Sower Blvd, 1st Floor | | 300 Sower Blvd, 1st Floor | | | |
| Frankfort | KY | 40601 | Frankfort | KY | 40601 |

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Submission Checklist

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

<u>Item</u>

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Revised March 2023 PROPOSAL SUBMISSION CHECKLIST The vendor MUST include the following with the proposal submission. If the items highlighted below <u>are not</u> submitted with the proposal submission, <u>the Commonwealth MUST deem the proposal non-responsive and</u> <u>SHALL NOT consider for award.</u>

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

SIGNED AND COMPLETED SOLICITATION –Section(s) 8.00 and 8.10 of this RFP (not required if submitting electronically)

*PROPOSED SOLUTION (TECHNICAL) UNDER SEALED COVER AND BY CLOSING DATE --Section(s) 8.00 and 8.10 of this RFP

*PROPOSED SOLUTION (COST) UNDER SEALED COVER AND BY CLOSING DATE --Section(s) 8.00 and 8.10 of this RFP

_ TRANSMITTAL LETTER – Section 8.20 of this RFP

PROOF OF REGISTRATION WITH SECRETARY OF STATE BY A FOREIGN ENTITY --Section 9.00 of the Personal Service Contract Terms and Conditions of this RFP

_____ REQUIRED AFFIDAVIT(S) – Section 8.20 of this RFP

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

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REQUEST FOR PROPOSAL FOR PERSONAL SERVICE CONTRACT

Energy and Environment Cabinet, Office of Energy Policy Energy Efficiency Rebate Program Design, Application Development and Implementation Services RFP-141-2400000148

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

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

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 and filed with the Legislative Research Commission, Government Contract Review Committee.

1.00 Purpose and Background

The Inflation Reduction Act (IRA), Pub. L. 117-169 (August 16, 2022), authorized the U.S. Department of Energy (DOE) to carry out two Home Energy Rebate programs. Specifically, IRA Section 50121 established the Home Efficiency Rebates, and IRA Section 50122 established the IRA Home Electrification and Appliance Rebates (collectively, the Home Energy Rebates). Kentucky is allocated \$134,246,890 in federal funding to the State Energy Office (KY Office of Energy Policy) to apply for and receive funding and to deploy the two Home Energy Rebate Programs. Home Energy Rebate Program Guidance can be found here https://www.energy.gov/scep/home-energy-rebate-programs-guidance At least 40% of funds from both programs must be distributed to Disadvantaged Communities (DACs) per Justice 40 guidelines.

Due to the extensive nature of the Homeowner Managing Energy Savings (HOMES) and High-Efficiency Electric Homes and Rebates Act (HEEHRA) programs under IRA, the Energy and Environment Cabinet's Office of Energy Policy (EEC-OEP) recognizes the need for additional assistance to effectively distribute funds to Kentucky residents. EEC-OEP intends to work closely with the awarded proposer(s) to ensure Kentuckians are served equitably and efficiently.

2.00 Scope of Work

The Energy and Environment Cabinet's Office of Energy Policy (EEC-OEP) is requesting proposals from experts with energy efficiency rebate planning, administration, technical assistance services, stakeholder engagement, and program implementation as it relates to the IRA Home Energy Rebate Programs. The services contracted under this solicitation will report to EEC-OEP and work collaboratively with the EEC-OEP on the IRA Home Energy Rebate program requirements including but not limited to application development, program design, implementation, and compliance. This scope of work consists of the following tasks, but EEC-OEP can accept additional information the proposer may believe pertinent to the successful execution of the IRA Home Energy Rebate Program.

Tasks will include:

1. Program Design Services: Provide EEC-OEP IRA Home Energy Rebate Program design consultation services including:

- a. Work collaboratively with the EEC-OEP and stakeholders to ensure completion of the Application Checklist provided by DOE <u>https://www.energy.gov/sites/default/files/2023-07/</u> HER ALRD Application Checklist.docx and;
- b. Based on findings, make recommendations on Kentucky's program design that will meet all federal requirements, Kentucky specific needs, and achieve optimum program results as outlined in the Administrative and Legal Requirements Document (ALRD).
- c. Develop the following but not limited to: Community Benefits Plan, Education and Outreach Strategy, Consumer Protection Plan, Utility Data Access Plan, Privacy and Security Risk Assessment for State Systems, and Market Transformation Plan;
- d. Enable the submission by the EEC-OEP of the Kentucky IRA Home Energy Rebate program applications to the U.S. Department of Energy on or before January 31, 2025 utilizing application guidelines and DOE tools as necessary.
- 2. Stakeholder Engagement, Program Education and Outreach: Develop and submit a robust stakeholder engagement strategy and timeline for program design and education and outreach for the Home Energy Rebate Program that includes but not limited to the (1) the identification of capture and retention actions for low income and disadvantaged communities and (2) contractor development, capture, and retention.
- 3. Program Implementation, Management and Delivery: 20% of funds for both IRA Section 50121 and Section 50122 may be used for administrative costs. In the event that Kentucky receives the full award amount for IRA sections 50121 and 50122, Proposer(s) should submit a plan on how the Provider and EEC-OEP may implement one or both programs based on findings from previous work. As the full funding is not guaranteed, no program implementation work can be completed using IRA early administrative funds.

The proposer(s) should submit an implementation plan where they will manage and develop the entire process from program design to implementation. Implementation plan topics may include but are not limited to the following:

- a. Creation of a compliance roadmap based on program needs and DOE guidance.
- b. Low income population implementation strategies and accessibility recommendations
- c. IT infrastructure recommendations
- d. Utility third party data implementation recommendations

3.00 Evaluation Criteria

Offerors shall use the Cost Proposal Form provided and shall submit a Technical Proposal Narrative that covers the criteria outlined below.

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

The Energy and Environment Cabinet, Office of Energy Policy 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 Energy and Environment Cabinet, Office of Energy Policy shall evaluate the proposals by assigning scores as indicated.

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Technical Proposal Evaluation

| Criteria | Maximum Points Possible |
|---|-------------------------|
| Qualifications and Expertise: Please identify all individuals who will be participating in the consulting services and include their resumes or other documentation of their background and expertise with specific emphasis on capturing federal funding and working with state agencies. The vendor should include any information demonstrating an understanding of the IRA Home Energy Rebate Programs. If the vendor intends to utilize any subcontractors for this project, the name of the subcontractor and name of any personnel to be utilized should be submitted, including resumes. Previous Experience on Contracts of Similar Size and Scope: Provide a comprehensive listing of contracts of similar size and scope successfully completed, as evidence of the ability to successfully complete the services required by this RFP. A description of all such contracts should be included and should show how such contracts relate to the ability to complete the services required by this RFP. Should include experience in federal program design, working with state agencies, energy efficiency programming, and implementation as well as compliance with federal requirements. For each such contract, should provide two names and telephone numbers of individuals for the other contract party. Beginning and ending dates should also be provided for each contract. | 200 200 |
| Work Plan: Provide a detailed work plan, by task, for establishing the Kentucky IRA Home Energy Rebate program. | 200 |
| Maximum Points Possible | 600 |

Cost Proposal Evaluation

| Criteria | Maximum Points Possible |
|--|-------------------------|
| Proposed Cost: Complete Cost Proposal Form - Attachment A | 300 |
| Maximum Points Possible | 300 |

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Oral Demonstration/Presentation Evaluation, if required

| Criteria | Maximum Points Possible |
|--|-------------------------|
| Oral Presentations/Demonstrations The Commonwealth reserves the right to require Oral Presentations/Demonstrations to verify or expand on the Technical or Cost Proposals. Oral Presentations/Demonstrations may be conducted through videoconferencing or by conference call, if it is in the best interest of the Commonwealth to do so. This is the opportunity for the vendor to present and demonstrate the solution and to answer questions or to clarify the understanding of the evaluation committee | 300 |
| 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. | |
| If required, the top 3 highest ranking vendors may be invited. Scheduling will be at the discretion of the Commonwealth. The Commonwealth reserves the right not to require oral presentations/demonstrations Maximum Points Possible | 200 |
| | 300 |

Total Proposal Evaluation

| Criteria | Maximum Points Possible |
|--|-------------------------|
| Technical Proposal | 600 |
| Cost Proposal | 300 |
| Oral Demonstrations/Presentations, if required | 300 |
| | |
| MAXIMUM POINTS POSSIBLE | 1200 |

4.00 Schedule of RFP Activities

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The following schedule presents the major activities associated with the RFP distribution, written questions and proposal submission. The Commonwealth reserves the right at its sole discretion to change the Schedule of Activities, including the associated dates and times.

| Release of RFP | 02/12/24 |
|--|----------|
| Written Questions due by: 3:30 PM | 02/19/24 |
| Anticipated Commonwealth Response to Written Questions | 03/01/24 |
| Proposals Due by: 3:30 PM | 03/11/24 |
| All proposals shall be submitted online through the Kentucky Vendor Self Service System. | |
| https://vss.ky.gov | |
| *NOTE: ALL TIME REFERENCES ARE TO THE EASTERN TIME ZONE. | |

5.00 Offeror's Conference

Not Applicable

6.00 Point of Contact

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

Carol Stringer 300 Sower Blvd Frankfort, KY 40601 (502) 782- 7078 Carol.stringer@ky.gov

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

7.00 Questions Regarding this RFP

Questions must be submitted in writing to the Agency Contact. The Commonwealth will respond to salient questions in writing by issuing an Addendum to the Solicitation. The Addendum shall be posted to the Commonwealth's eProcurement page.

8.00 Proposal Submission

Electronic Proposals

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

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

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

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

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All bidders are cautioned to begin their electronic submission in sufficient time to complete before the closing date and time. Delays due to technical difficulties or document upload impediments shall not be justification for acceptance of a late bid or proposal. Vendor attention to this advisory is encouraged. Instructions "How to Submit an Online Response for a Business Opportunity" are posted to Kentucky's Vendor Self Service, <u>https://vss.ky.gov</u>. If you need assistance, please contact the Customer Resource Center (CRC) by email at <u>Finance.CRCGroup@ky.gov</u> or phone 502-564-9641 or toll-free 877-973-HELP (4357).

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

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

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

Acknowledgment of Addenda

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

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

All submitted technical and cost proposals shall remain valid for a minimum of six (6) months after the proposal due date.

8.10 Format of Response

Electronic Proposals

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

1. Proposals must be submitted electronically in the eProcurement System, Kentucky Vendor Self Service site.

a. The **Technical Proposal** shall be submitted on one (1) document marked **Technical** (in Microsoft Word, Microsoft Excel or PDF format ONLY). Do not include embedded documents, hyperlinks or hyperlinks to videos. The document should be named in the following manner: **Technical – Name of offeror RFP number**

b. The **Cost Proposal** shall be submitted on one (1) document marked **Cost** (in Microsoft Word, Microsoft Excel or PDF format ONLY). Do not include embedded

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documents, hyperlinks or hyperlinks to videos. The document should be named in the following manner: Cost – Name of offeror RFP number

c. Any **Proprietary Information** shall be submitted on one (1) document marked **Proprietary** (in Microsoft Word, Microsoft Excel or PDF format ONLY). Do not include embedded documents, hyperlinks or hyperlinks to videos. The document should be named in the following manner: **Proprietary – Name of offeror RFP number**

All proposals must be received no later than 3:30 PM EST. March 11, 2024

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

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

8.20 Format of Technical Proposal

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

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

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

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

- a. "Vendor" box and "Payment" box should be completed.
- b. Vendor shall indicate ownership type.
- **C.** Vendor shall provide "FEIN" if applicable.
- d. Vendor shall provide date the form is completed and signed.

e. Signed face of the most recent Addenda, if applicable.

Signed and Notarized Required Affidavit for Bidders or Offerors - available at the following link: https://finance.ky.gov/office-of-the-secretary/Pages/finance-forms.aspx.

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

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

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

Signed and Notarized Required Affidavit for Bidders, Offerors and Contractors Claiming Qualified Bidder Status – if applicable. Available at the following link: https://finance.ky.gov/office-of-the-secretary/Pages/finance-forms.aspx.

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

Response to the Technical Portion of the RFP – Please provide a detailed response to the technical requirements outlined in the Evaluation Criteria. No cost information shall be provided in the technical portion.

8.30 Format of Cost Proposal

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

8.40 Certification Regarding Debarment and Suspension

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

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

9.00 Rules of Procurement

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

Offerors should review and comply with the General Conditions and Instructions for Solicitation/Contract listed under "Response to Solicitation" located on the eProcurement web page at https://finance.ky.gov/eProcurement/Pages/doing-business-with-the-commonwealth.aspx

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

9.10 Technical Proposal Evaluation

The EEC-OEP will evaluate the proposal based on the technical portion of the Evaluation Criteria. Each Offeror is responsible for submitting all relevant, factual and correct information with their offer to enable the evaluator(s) to afford each vendor the maximum score based on the available data submitted by the Offeror. Past Offeror Performance may be considered in the award of this Contract. Offerors with a record of poor performance in the last twelve (12) months may be found non-responsible and ineligible for award.

9.20 Cost Proposal Evaluation

The EEC-OEP will evaluate the proposal based on the cost portion of the Evaluation Criteria.

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Offeror shall only provide cost on the attached Cost Proposal Form; otherwise, the proposal may be deemed non-responsive.

9.30 Right to Reject/Waiver of Minor Irregularities

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

9.40 Clarification of Proposals

The Commonwealth reserves the right at its discretion to request additional information as may reasonably be required for selection and to reject any proposals for failure to provide additional information on a timely basis.

The Commonwealth reserves the right to conduct discussions with any Offeror who has submitted a proposal to determine the Offeror's qualifications for further consideration. Such discussions shall not disclose any information derived from proposals submitted by other Offerors.

9.50 Best and Final Offers

The Commonwealth reserves the right at its discretion to request a Best and Final Offer (BAFO) for technical and/or cost proposals. Offerors are cautioned to propose their best possible offers at the outset of the process, as there is no guarantee that any Offeror will be allowed an opportunity to submit a Best and Final technical and/or cost offer.

9.60 Vendor Response and Public Inspection

This RFP specifies the format, required information and general content of proposals to be submitted in response to the RFP. The EEC-OEP shall not disclose any portions of the proposals prior to contract award to anyone outside the EEC-OEP, representatives of the agency for whose benefit the contract is proposed, representatives of the federal government, if required, and the members of the evaluation committee. After a contract is awarded in whole or in part, the Commonwealth shall have the right to duplicate, use, or disclose all proposal data submitted by Offerors in response to this RFP as a matter of public record.

Any and all documents submitted by an Offeror in response to the RFP shall be available for public inspection after contract award pursuant to the Kentucky Open Records Act, KRS 61.870 to 61.884 ("the Act"). When responding to a request to inspect records submitted in response to this RFP, the Commonwealth will not redact or withhold any information or documents unless the records sought are exempt from disclosure pursuant to KRS 61.878 or other applicable law. Similarly, no such documents shall be exempt from public disclosure, regardless of the Offeror's designation of the information contained therein as "proprietary," "confidential," or otherwise, except in cases where the requested documents (or information contained therein) would be excluded from application of the Act under KRS 61.878(1)(c).

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

9.70 Reciprocal Preference for Kentucky Resident Bidders and Preferences for a Qualified Bidder

The scoring of bids/proposals is subject to the reciprocal preference for Kentucky resident bidders and preferences for a Qualified Bidder or the Department of Corrections, Division of Prison Industries (See KRS 45A.490(1), (2), 45A.492, 45A.494 and KAR 200 5:410).

Vendors not claiming resident bidder or qualified bidder status need not submit the corresponding affidavit.

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

Any individual, partnership, association, corporation, or other business entity claiming resident bidder status shall submit the attached Required Affidavit for Bidders, Offerors and Contractors Claiming Resident Bidder Status as part of its response. The EEC-OEP reserves the right to request documentation supporting a bidder's claim of resident bidder status. Failure to provide such documentation upon request shall result in disqualification of the bidder or contract termination.

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As part of its response, a nonresident bidder shall submit its certificate of authority to transact business in the Commonwealth of Kentucky, Secretary of State. The location of the principal office identified therein shall be deemed the state of residency for that bidder. If the bidder is not required by law to obtain said certificate, the state of residency for that bidder shall be deemed to be that which is identified in its mailing address as provided in its bid.

Preferences for Qualified Bidder or the Department of Corrections, Division of Prison Industries (200 KAR 5:410)

Pursuant to KRS 45A.470 and 200 KAR 5:410, Kentucky Correctional Industries will receive a preference equal to twenty (20) percent of the maximum points awarded to a bidder in a solicitation. In addition, the following "qualified bidders" will receive a preference equal to fifteen (15) percent of the maximum points awarded to a bidder in a solicitation. New Vision Industries, Inc., any nonprofit corporation that furthers the purposes of KRS Chapter 163 and any qualified nonprofit agencies for individuals with severe disabilities as defined in KRS 45A.465(3). Any bidder claiming "qualified bidder" status, other than New Vision Industries, Inc., shall submit a notarized affidavit affirming that it meets the requirements to be considered a qualified bidder as part of its response to the solicitation (affidavit form included as part of this RFP). If requested, failure to provide documentation proving qualified bidder status to a public agency, if requested, may result in disqualification of the bidder or contract termination.

9.80 Negotiation

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

9.85 Best Interests of the Commonwealth

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

CONTRACT AWARD, TERMS, AND CONDITIONS

10.00 Notification of Award

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

https://vss.ky.gov

Offerors can search for the solicitation title or number in the keyword search field or filter their search for only awarded solicitations by clicking on "Advanced Search" and changing the status to "awarded." The award(s) information can be accessed by clicking on the details button of the solicitation and clicking the "Notice of Award" tab. It is the Offeror's responsibility to review this information in a timely fashion. No other notification of the results of an Award of Contract will be provided to unsuccessful Offerors.

10.10 Beginning of Work

This Contract is not effective and binding until approved by the Secretary of the Finance and Administration Cabinet and filed with the Legislative Research Commission's Government Contract Review Committee. The Contractor shall not commence any billable work until a valid Contract has been fully executed. This Contract, including the components referenced in Section 10.20, shall represent the entire agreement between the parties. Prior negotiations, representations, or agreements, either written or oral, between the parties hereto relating to the subject matter hereof shall be of no effect upon this Contract.

10.20 Contract Components and Order of Precedence

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The Commonwealth's acceptance of the Contractor's offer in response to the Solicitation, indicated by the issuance of a Contract Award, shall create a valid contract between the Parties consisting of the following:

- 1. Procurement Statutes, Regulations and Policies
- 2. Any written Agreement between the Parties.
- 3. Any Addenda to the Solicitation.
- 4. The Solicitation and all attachments
- 5. Any Best and Final Offer.
- 6. Any clarifications concerning the Contractor's proposal in response to the Solicitation.
- 7. The Contractor's proposal in response to the Solicitation.

In the event of any conflict between or among the provisions contained in the Contract, the order of precedence shall be as enumerated above.

10.30 Contract Term

The initial term of the Contract is anticipated to be from 04/01/2024 through 06/30/24.

This agreement is not effective until the Secretary of the Finance and Administration Cabinet or his authorized designee has approved the Contract and until the Contract has been filed with the Legislative Research Commission, Government Contract Review Committee.

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

Renewal shall be subject to prior approval from the Secretary of the Finance and Administration Cabinet, or this authorized designee, and the LRC Government Contract Review Committee in accordance with KRS 45A.695 and KRS 45A.705.

10.40 Changes and Modifications to the Contract

Pursuant to 200 KAR 5:311, no modification or change of any provision in the Contract shall be made, or construed to have been made, unless such modification is mutually agreed to in writing by the Contractor and the Commonwealth, and incorporated as a written amendment by the EEC-OEP prior to the effective date of such modification or change. Modification shall be subject to prior approval from the Secretary of the Finance and Administration Cabinet, or this authorized designee, and the LRC Government Contract Review Committee. Memoranda of Understanding, written clarification, and/or other correspondence shall not be construed as amendments to the Contract.

10.50 Notices

Unless otherwise instructed, all notices, consents, and other communications required and/or permitted by the Contract shall be in writing. After the award of the Contract, all communications of a contractual or legal nature are to be made to the Agency Contact.

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The Protection of Personal Information Security Breach Investigation Procedures and Practice Act (KRS 61.931)

Vendors that receive Personal Information as defined by and in accordance with Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, et seq., (the "Act"), shall secure and protect the Personal Information by, without limitation, complying with all requirements applicable to non-affiliated third parties set forth in the Act.

"Personal Information" is defined in accordance with KRS 61.931(6) as "an individual's first name or first initial and last name; personal mark; or unique biometric or genetic print or image, in combination with one (1) or more of the following data elements:

a. An account number, credit card number, or debit card number that, in combination with any required security code, access code or password, would permit access to an account;

- b. A Social Security number;
- c. A taxpayer identification number that incorporates a Social Security number;
 d. A driver's license number, state identification card number or other individual identification number issued by an agency;

e. A passport number or other identification number issued by the United States government; or

f. Individually Identifiable Health Information as defined in 45 C.F.R. sec. 160.103 (of the Health Insurance Portability and Accountability Act), except for education records covered by the Family Education Rights and Privacy Act, as amended 20 U.S.C. sec 1232g."

As provided in KRS 61.931(5), a "non-affiliated third party" means "any person that has a contract or agreement with the Commonwealth and receives (accesses, collects or maintains) personal information from the Commonwealth pursuant to the contract or agreement."

The vendor hereby agrees to cooperate with the Commonwealth in complying with the response, mitigation, correction, investigation, and notification requirements of the Act.

The vendor shall immediately notify as soon as possible, but not to exceed seventytwo (72) hours, the contracting agency, the Office of Procurement Services, the Commonwealth Office of Technology and the NG-KIH Program Office of a determination of or knowledge of a breach, unless the exception set forth in KRS 61.932(2)(b)2 applies and the vendor abides by the requirements set forth in that exception.

The vendor hereby agrees that the Commonwealth may withhold payment(s) owed to the vendor for any violation of the Identity Theft Prevention Reporting Requirements.

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The vendor hereby agrees to undertake a prompt and reasonable investigation of any breach as required by KRS 61.933.

Upon conclusion of an investigation of a security breach of Personal Information as required by KRS 61.933, the vendor hereby agrees to an apportionment of the costs of the notification, investigation, and mitigation of the security breach.

In accordance with KRS 61.932(2)(a) the vendor shall implement, maintain, and update security and breach investigation procedures that are appropriate to the nature of the information disclosed, that are at least as stringent as the security and breach investigation procedures and practices established by the Commonwealth Office of Technology:

http://technology.ky.gov/ociso/Pages/ InformationSecurityPolicies,StandardsandProcedures.aspx

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Personal Service Contract Standard Terms and Conditions Revised June 2023

Whereas, the first party, the state agency, has concluded that either state personnel are not available to perform said function, or it would not be feasible to utilize state personnel to perform said function; and Whereas, the second party, the Contractor, is available and qualified to perform such function; and Whereas, for the abovementioned reasons, the state agency desires to avail itself of the services of the second party;

NOW THEREFORE, the following terms and conditions are applicable to this contract:

1.00 Effective Date

This contract is not effective until the Secretary of the Finance and Administration Cabinet or his authorized designee has approved the contract and until the contract has been submitted to the Legislative Research Commission, Government Contract Review Committee ("LRC"). However, in accordance with KRS 45A.700, contracts in aggregate amounts of \$10,000 or less are exempt from review by the committee and need only be filed with the committee within 30 days of their effective date for informational purposes.

KRS 45A.695(7) provides that payments on personal service contracts and memoranda of agreement shall not be authorized for services rendered after government contract review committee disapproval, unless the decision of the committee is overridden by the Secretary of the Finance and Administration Cabinet or agency head, if the agency has been granted delegation authority by the Secretary.

2.00 Renewals

Upon expiration of the initial term, the contract may be renewed in accordance with the terms and conditions in the original solicitation. Renewal shall be subject to prior approval from the Secretary of the Finance and Administration Cabinet or his authorized designee and the LRC Government Contract Review Committee in accordance with KRS 45A.695 and KRS 45A.705, and contingent upon available funding.

3.00 LRC Policies

Pursuant to KRS 45A.725, LRC has established policies which govern rates payable for certain professional services. These are located on the LRC webpage https://apps.legislature.ky.gov/moreinfo/Contracts/homepage.html and would impact any contract established under KRS 45A.690 et seq., where applicable.

4.00 Choice of Law and Forum

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

5.00 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.

6.00 Cancellation

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

7.00 Funding Out Provision

The state agency may terminate this contract if funds are not appropriated to the contracting agency or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the contract. The state agency shall provide the Contractor thirty (30) calendar days' written notice of termination of the contract due to lack of available funding.

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8.00 Reduction in Contract Worker Hours

The Kentucky General Assembly may allow for a reduction in contract worker hours in conjunction with a budget balancing measure for some professional and non-professional service contracts. If under such authority the agency is required by Executive Order or otherwise to reduce contract hours, the agreement will be reduced by the amount specified in that document. If the contract funding is reduced, then the scope of work related to the contract may also be reduced commensurate with the reduction in funding. This reduction of the scope shall be agreeable to both parties and shall not be considered a breach of contract.

9.00 Authorized to do Business in Kentucky

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

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

Registration with the Secretary of State by a Foreign Entity

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

<u>https://apps.legislature.ky.gov/law/statutes/statute.aspx?id=40424</u> 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: <u>https://apps.legislature.ky.gov/law/statutes/statute.aspx?id=44318</u>, the foreign entity should identify the applicable exception in its solicitation response. Foreign entity is defined within KRS 14A.1-070: https://apps.legislature.ky.gov/law/statutes/statute.aspx?id=50474

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

10.00 Invoices for fees

The Contractor shall maintain supporting documents to substantiate invoices and shall furnish same if required by state government. The invoice must conform to the method described in Section V of this contract.

Pursuant to KRS 45A.695, <u>no payment shall be made on any personal service contract unless</u> the individual, firm, partnership, or corporation awarded the personal service contract submits its invoice for payment on a form established by the committee.

*Invoice form is available on the Legislative Research Commission, Government Contract Review Committee website: <u>https://apps.legislature.ky.gov/moreinfo/Contracts/homepage.html</u>

11.00 Travel expenses, if authorized

The Contractor shall be paid for no travel expenses unless and except as specifically authorized by the specifications of this contract or authorized in advance and in writing by the Commonwealth. The Contractor shall maintain supporting documents that substantiate every claim for expenses and shall furnish same if requested by the Commonwealth.

12.00 Other expenses, if authorized herein

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The Contractor shall be reimbursed for no other expenses of any kind, unless and except as specifically authorized within the specifications of this contract or authorized in advance and in writing by the Commonwealth.

If the reimbursement of such expenses is authorized, the reimbursement shall be only on an out-of-pocket basis. Request for payment of same shall be processed upon receipt from the Contractor of valid, itemized statements submitted periodically for payment at the time any fees are due. The Contractor shall maintain supporting documents that substantiate every claim for expenses and shall furnish same if requested by the Commonwealth.

13.00 Purchasing and specifications

The Contractor certifies that he/she will not attempt in any manner to influence any specifications to be restrictive in any way or respect nor will he/she attempt in any way to influence any purchasing of services, commodities or equipment by the Commonwealth of Kentucky. For the purpose of this paragraph and the following paragraph that pertains to conflict-of interest laws and principles, "he/she" is construed to mean "they" if more than one person is involved and if a firm, partnership, corporation, or other organization is involved, then "he/she" is construed to mean any person with an interest therein.

14.00 Conflict-of-interest laws and principles

The Contractor certifies that he/she is legally entitled to enter into this contract with the Commonwealth of Kentucky, and by holding and performing this contract, he/she will not be violating either any conflict of interest statute (KRS 45A.330-45A.340, 45A.990, 164.390), or KRS 11A.040 of the executive branch code of ethics, relating to the employment of former public servants.

15.00 Campaign finance

The Contractor certifies that neither he/she nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of this contract, has contributed more than the amount specified in KRS 121.056(2), to the campaign of the gubernatorial candidate elected at the election last preceding the date of this contract. The Contractor further swears under the penalty of perjury, as provided by KRS 523.020, that neither he/she nor the company which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth, and that the award of a contract to him/her or the company which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

16.00 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).

17.00 Protest

Pursuant to KRS 45A.285, the Secretary of the Finance and Administration Cabinet, or his designee, shall have authority to determine protests and other controversies of actual or prospective vendors in connection with the solicitation or selection for award of a contract.

Any actual or prospective vendor, who is aggrieved in connection with the solicitation or selection for award of a contract, may file protest with the Secretary of the Finance and Administration Cabinet. A protest or notice of other controversy must be filed promptly and, in any event, within two (2) calendar weeks after

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such aggrieved person knows or should have known of the facts giving rise thereto. All protests or notices of other controversies must be in writing and shall be addressed to:

Holly M. Johnson, Secretary

Commonwealth of Kentucky Finance and Administration Cabinet Office of the Secretary 200 Mero Street, 5th Floor Frankfort, KY 40622 The Secretary of Finance and Administration Cabinet shall promptly issue a decision in writing. A copy of that decision shall be mailed or otherwise furnished to the aggrieved party and shall state the reasons for the action taken.

The decision by the Secretary of the Finance and Administration Cabinet shall be final and conclusive.

18.00 Social Security

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

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

19.00 Violation of tax and employment laws

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

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

To comply with KRS 45A.485, the Contractor and all subcontractors performing work under this contract shall report any such final determination(s) of any violation(s) within the previous five (5) years to the Commonwealth by

providing a list of the following information regarding any violation(s): (1) specific KRS violated, (2) date of any final determination of a violation, and (3) state agency which issued the final determination.

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

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20.00 Discrimination

This section applies only to contracts disbursing federal funds, in whole or part, when the terms for receiving those funds mandate its inclusion. Discrimination (because of race, religion, color, national origin, sex,

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sexual orientation, gender identity, age, or disability) is prohibited. During the performance of this contract, the Contractor agrees as follows:

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.

In all solicitations or advertisements for employees placed by or on behalf of the Contractor, the Contractor will 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.

The Contractor will send to each labor union or representative of workers with which he/she 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.

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.

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/her 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.

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 that may be imposed and remedies invoked as provided in or as otherwise provided by law.

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.

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

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

KRS Chapter 136 (CORPORATION AND UTILITY TAXES) KRS Chapter 139 (SALES AND USE TAXES) KRS Chapter 141 (INCOME TAXES) KRS Chapter 337 (WAGES AND HOURS) KRS Chapter 338 (OCCUPATIONAL SAFETY AND HEALTH OF EMPLOYEES) KRS Chapter 341 (UNEMPLOYMENT COMPENSATION) KRS Chapter 342 (WORKERS' COMPENSATION)

Boycott Provisions

The contractor represents that, pursuant to <u>KRS 45A.607</u>, they are not currently engaged in, and will not for the duration of the contract engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which Kentucky can enjoy open trade. **Note:** The term Boycott does not include actions taken for bona fide business or economic reasons, or actions specifically required by federal or state law.

Lobbying Prohibitions

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

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

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ATTACHMENT "A"

Cost Proposal Energy and Environment Cabinet, Office of Energy Policy Energy Efficiency Rebate Program Design, Application Development, and Implementation Services RFP 141 2400000148

Note: You may create additional space if necessary. Cost proposal below <u>must</u> be presented as outlined below. As proposed by (Name / Company):

| Task | Staff person title Assigned | Staff Rate per hour | # Hours Assigned | Total cost for staff person |
|--|--------------------------------|------------------------|---------------------|-----------------------------------|
| IRA Home Energy Rebate Program design consultation | | \$ | | \$ |
| Ensure completion of the tasks outlined in the Application Checklist provided by DOE | | \$ | | \$ |
| Make recommendations on Kentucky's program design that will meet all federal requirements, Kentucky specific needs, and achieve optimum program results as outlined in the Administrative and Legal Requirements Document (ALRD). | | \$ | | \$ |
| Develop Finalized Community Benefits Plan | | \$ | | \$ |
| Develop Finalized Education and Outreach Strategy | | \$ | | \$ |
| Develop Finalized Consumer Protection Plan | | \$ | | \$ |
| Develop Finalized Utility Data Access Plan | | \$ | | \$ |
| Develop Finalized Privacy and Security Risk Assessment for State Systems | | \$ | | \$ |
| Develop Finalized Market Transformation Plan | | \$ | | \$ |
| Enable the submission of program applications to the U.S. Department of Energy on or before January 31, 2025 | | \$ | | \$ |
| Develop stakeholder engagement and retention strategy that reaches low income populations and contractors | | \$ | | \$ |
| Develop timeline for program design and education and outreach | | \$ | | \$ |
| Implementation Plan | | \$ | | \$ |
| Compliance Roadmap | | \$ | | \$ |
| Totals | | | | |

Weighted Rate per hour (Total Staff cost / Total hours)

\$

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| Project Staff Total (from above): | \$ |
|---|---|
| Travel Expenses of Project | \$ |
| Other / Misc. Expenses of Project | \$ |
| Extended explanation of "Other / Misc. Expense: | |
| | |
| Overall Project Cost | \$ |
| | |
| | ter and the second s |