



Commonwealth of Kentucky SOLICITATION

TITLE: Pension Performance and Best Practices Analysis

DATE ISSUED 05/18/2016	SOLICITATION CLOSES Date: 06/30/2016 Time: 15:00:00	SOLICITATION NO. RFP 758 1600000464
RECORD DATE 05/18/2016		

I S S U E D B Y	Finance Ofc of Procurement Svc Kathy Robinson	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
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V E N D O R

O R D E R A D D R E S S	Name: Address: City, State Zip Code: Phone #: Fax #: Email Address: Contact Name: Contact Email: Vendor Customer (VC) #:	P A Y M E N T A D D R E S S	Name: Address: City, State Zip Code: Phone #: Fax #: Email Address: Contact Name: Contact Email: Vendor Customer (VC) #:
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FOR INFORMATION CALL: Kathy Robinson 502-564-7544

ONLINE BIDDING PROHIBITED yes

OWNERSHIP TYPE: Sole Proprietorship Partnership Corporation

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

Signature X _____ FEIN# _____ DATE _____

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

Line Items

Line Group: Default						
Line	CL Description	Due Date	Quantity	Unit Issue	Unit Cost	Line Total Or Contract Amt
1	Pension plan and employee benefit advisory services		0.00			
Comm Code	Comm Description	Manufacturer	Model #	Manuf Part #		
91800	CONSULTING SERVICES					

Extended Description

The Agency is seeking proposals from qualified and experienced individuals and organizations that are able to provide comprehensive pension plan and employee benefit advisory services.

B I L L T O	472820 FAC OFFICE OF MAT AND PROC SVCS - PSC 702 CAPITOL AVE RM 096 PSC OFFICE FRANKFORT KY 40601 US	S H I P T O
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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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OTH	Other as described in Terms and Conditions.	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.

SIGNED AND COMPLETED SOLICITATION) (Section 1.03 of this RFP)

LATEST ADDENDUM SIGNED (Section 1.03 of this RFP)

***PROPOSED SOLUTION (TECHNICAL UNDER SEALED COVER) AND BY CLOSING DATE
(Section 1.02 of this RFP)**

***PROPOSED SOLUTION (COST UNDER SEALED COVER) AND BY CLOSING DATE
(Section 1.02 of this RFP)**

TRANSMITTAL LETTER (Section 1.03 of this RFP)

PROOF OF REGISTRATION WITH SECRETARY OF STATE BY A FOREIGN
ENTITY) (Personal Service Contract ("PSC") STANDARD TERMS AND CONDITIONS
of this RFP)

REQUIRED AFFIDAVIT/S (Section 1.03 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, [http://
www.merriam-webster.com/dictionary/seal](http://www.merriam-webster.com/dictionary/seal))*

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**REQUEST FOR PROPOSAL
FOR
PERSONAL SERVICE CONTRACT**

**Finance and Administration Cabinet
Pension Performance and Best Practices Analysis
RFP 758 1600000464**

This document constitutes a Request for Proposal (“RFP”) for Personal Service Contract from qualified individuals and organizations to furnish those services as described herein for the Commonwealth of Kentucky, Finance and Administration Cabinet (Agency.)

Offerors are advised that any PSC 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 Agency and filed with the Legislative Research Commission (“LRC”), Government Contract Review Committee (“GCRC”).

RFP Terminology

For the purpose of this RFP, the following terms may be used interchangeably:
Proposer, Respondent, Offeror, Firm, 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” indicates a mandatory requirement.

Purpose and Background

The Agency is seeking proposals from qualified and experienced individuals and organizations that are able to provide comprehensive pension plan and employee benefit advisory services in regard to the following:

1. The Teachers’ Retirement System of the State of Kentucky (KTRS)
2. The Kentucky Retirement Systems (KRS)
 - # Kentucky County Employees Retirement System (CERS) (Hazardous & non-hazardous)
 - # Kentucky Employees Retirement System (KERS) (Hazardous & non-hazardous)
 - # Kentucky State Police Retirement System (SPRS)
3. The Kentucky Judicial Form Retirement System
 - # Kentucky Judicial Retirement Plan (KJRP)
 - # Kentucky Legislators Retirement Plan (KLRP)
(Collectively referred to herein as “the Plans”)

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The Teachers’ Retirement System of the State of Kentucky (KTRS)

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Retirement Benefits

The Kentucky Teachers' Retirement System (KTRS) was created by the 1938 General Assembly. KTRS is a blended component unit of the Commonwealth of Kentucky and, therefore, is included in the Commonwealth's financial statements. KTRS is a cost-sharing multiple-employer defined benefit plan with a special funding situation established to provide retirement annuity plan coverage for local school districts and other public educational agencies in the Commonwealth. Plan benefits vary according to the date on which the employee was hired.

The general administration and management of KTRS, and the responsibility for its proper operation, is vested in a board of trustees.

As of June 30, 2015, a total of 208 employers participated in the plan. Employers are comprised of local school districts, Department of Education Agencies, universities, the Kentucky Community and Technical College System, and other educational organizations. The Commonwealth, under the Governmental Accounting Standards Board (GASB) No. 67, is recognized as a non-employer contributing entity providing the employer matching contributions for members employed by the local school districts and regional educational cooperatives.

The KTRS is funded differently than the other three pension plans. Teachers do not pay Social Security tax and are not currently eligible for Social Security benefits. As a result, the personal contribution is higher than that paid by state employees and state police, but the match is not funded by an actuarially required contribution (ARC) payment; instead, it is directly appropriated in the budget.

Other Benefits

In addition to the postemployment medical benefits, the Retirement System also provides disability benefits and life insurance benefits.

Kentucky Teachers' Retirement System Insurance Trust Fund includes assets for postemployment healthcare benefits. This fund provides access to healthcare benefits for retired members, their spouses, and their dependents.

The Insurance Trust Fund has two components:

The Medicare Eligible Health Plan - Retirees and their spouses who are eligible for Medicare have access to a self-insured Employer Group Waiver, Medicare Part D Prescription Drug Plan and a fully insured Medicare Advantage medical plan sponsored by KTRS.

Non-Medicare Eligible Health Plan – Retirees, their spouses and dependents not eligible for Medicare have access to medical coverage through the Kentucky Employees' Health Plan sponsored by the Kentucky Department of Employee Insurance (DEI) within the State's Personnel Cabinet.

403(b) Tax-sheltered Annuity Plan

KTRS has, in prior years, administered a salary deferral program as permitted by section 403(b) of the Internal Revenue Code. Under this program members were able to voluntarily defer receipt and taxation of a portion of their compensation. This plan was discontinued in 1997. As of June 30, 2015, the ten (10) members who are receiving annuities will continue to receive distributions.

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The Kentucky Retirement Systems (KRS)

The plans administered by KRS include:

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- # Kentucky County Employees Retirement System (CERS) (Hazardous)
- # Kentucky County Employees Retirement System (CERS) (Non-hazardous)
- # Kentucky Employees Retirement System (KERS) (Hazardous)
- # Kentucky Employees Retirement System (KERS) (Non-hazardous)
- # Kentucky State Police Retirement System (SPRS)

Currently, contributions to fund the KRS obligations are made by each employer through a percentage assessment on each payroll. The percentages for the various categories of employees covered by a plan are included in the actuarial reports referenced below. Plan benefits vary according to the date on which the employee was hired.

Health Insurance Plans

Non-Medicare eligible retirees (early retirees) are covered under the Kentucky Employees Health Plan (KEHP) that is administered by DEI.

Medicare eligible retirees can be covered under various plans administered by KRS. Humana is the provider of fully insured plans:

- # Medicare Advantage Essential and Medicare Advantage Premium plan.
- # Medical Only Plan – This plan is a supplement to basic Medicare. It is self-insured plan; Humana is the Third Party Administrator (TPA)
- # Medicare Advantage Prescription Drug (MAPD – Essential Plan) is available and is a fully insured PPO plan offered by Humana.
- # Medicare Advantage Prescription Drug (MAPD – Premium Plan) – Another fully insured PPO plan offered by Humana.

Finally, KRS provides what is called a “Mirror” plan for those retirees who do not have Medicare Part B (approximately 78-80 individuals). This plan mirrors the MAPD plans described above, and the medical (Medicare Part A and Part B) coverage. This is a self-insured product, and Humana is the TPA. This plan is combined with an individual Medicare Part D Prescription Drug Plan (PDP) that is fully insured by Humana.

* * * * *

The Kentucky Judicial Form Retirement System

The Kentucky Judicial Form Retirement System includes:

- Kentucky Judicial Retirement Plan, and
- Kentucky Legislators Retirement Plan.

All Justices of the Supreme Court, Judges of the Court of Appeals, Circuit, Family and District Court Judges are eligible for membership in the Judicial Retirement Plan. Members of the General Assembly are eligible for membership in the Legislators Retirement Plan. Plan benefits vary according to the date on which the employee was hired.

The Plans provide retirement and medical insurance benefits to qualified retirees and survivors.

* * * * *

Funding status

The services to be provided pursuant to this RFP will involve a complete, comprehensive and independent analysis of each plan. The chart below indicates the funding levels of the pension plans and the medical insurance plans as determined by each plan as of June 30, 2015:

	Pension	Medical Insurance
KERS Non-Hazardous *	17.7%	28.8%
KERS Hazardous	62.2%	120.4%
CERS Non-Hazardous	60.3%	68.7%
CERS Hazardous	58.0%	72.3%
SPRS *	34.4%	65.8%
KTRS	55.3%	18.1% *
KJRP	67.2%	99.8%
KLRP	71.4%	123.1%

Note: The percentages represent the levels of funding for the Defined Benefit Plans; like information for the Hybrid Cash Balance Plans, which was created after January 1, 2014, is not available.

*The funding percentage for these plans is as of December 2015.

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Additional plans

In addition to the above, the Commonwealth sponsors Other Post-Employment Benefit Plans (OPEB) that are included in this RFP. As of the most recent actuarial valuation for OPEB, the trustees of each plan have determined the unfunded actuarial accrued liabilities (UAAL). Funding for OPEB benefits is similar to the pension funding. The percentages noted above include the funding for OPEB. Each plan divides the state contribution to provide for pension and OPEB based on formulas, but the totals are expected to fund both the pension and OPEB.

Additional information

Funding levels, formulas and other information are included in each plan's financial statements, actuarial reports, and other documents, which can be obtained at the following websites:

- # KTRS Actuary/Comprehensive Annual Financial Report (CAFR): <https://ktrs.ky.gov/financial-reports-information/>
- # KRS Actuary Report: <https://kyret.ky.gov/governance/Pages/transparency.aspx>
- # KRS CAFR: <https://kyret.ky.gov/about/Publications/Pages/default.aspx>
- # KJRP and KLRP: <http://kjfrs.ky.gov>

Each of the plans listed above have several tiers resulting from changes to benefits based on the date on which a particular employee was hired.

The most recent comprehensive employee handbooks describing the various retirement plans can be found at the following websites:

- # Kentucky Employees
<https://hr.personnel.ky.gov/Documents%20Anonymous/Employee%20Handbook.pdf>
- # Kentucky Teachers
<https://ktrs.ky.gov/wp-content/uploads/Publications/SPD.2011.pdf>

Minimum Qualifications

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Proposals will only be accepted from those firms demonstrating a minimum of five (5) years of experience providing the services requested in this RFP with at least three (3) projects of similar size, scope and complexity (generally involving a complex restructuring of organizations with over \$1 billion in revenues and expenses) (a "Qualified Bidder"). Firms that cannot demonstrate having completed three (3) restructuring projects of this size, scope and complexity will not be considered. Firms must demonstrate that they have the ability to fully comprehend the issues involved and understand the long run cash flow of the Commonwealth, its financial structure and its pension obligations. Firms must have a demonstrated track record of communicating and negotiating with all constituents and stakeholders, including pension beneficiaries, while meeting service standards to participants and other stakeholders. In addition, a Qualified Bidder must have an in-depth working knowledge of plans used by government organizations, as well as private employers, whose plans are covered by federal tax, labor and other federal laws. Any decision by the RFP Evaluation Committee regarding the status of a bidder as a Qualified Bidder will be final.

Scope of Work

- 1) The primary objective of this engagement is to advise and provide the Commonwealth of Kentucky with complete, accurate, and independent financial and other information relating to the current and projected future financial situation of the Plans. This analysis will include, but may not necessarily be limited to, for each of the Plans:
 - a) an overall solvency/liquidity analysis;
 - b) assessment of outstanding obligations under various actuarial assumptions regarding pension, insurance and OPEB obligations;
 - c) a critical review of past revenue and expenditures to identify reasons for current financial status of the Plans; and
 - d) analysis of the impact of alternative courses of future action that might be considered by the Commonwealth and their effect on the long-term solvency and success of the Plans.
- 2) Based on the review described above, the Firm will provide information and advice regarding multiple options that address the structural deficit of the Plans but will maintain an adequate level of benefits for plan participants and other stakeholders. This will include but not necessarily be limited to:
 - a) a review of options for plan restructuring to provide near term liquidity and long-term sustainability;
 - b) the evaluation of a variety of strategies for communicating with participants; and
 - c) the evaluation of cost saving initiatives that can be undertaken.
- 3) The Firm will be responsible for providing on the ground support (in Frankfort, Kentucky) as necessary to communicate with individuals and groups identified by the Governor, the State Budget Director, or the Secretary of the Finance & Administration Cabinet. This work will take place primarily in the Commonwealth and may require time outside of normal business hours.
- 4) The Firm selected must staff the project with at least one senior team member with substantial relevant experience serving governmental operations of the size, scale and complexity of the Commonwealth and the Plans, along with other experienced staff.
- 5) The specific deliverables for the project will be determined as part of the contract negotiations with the Agency. These may include, but are not limited to, the following:
 - a) Solvency and liquidity analysis, including assessment of near-term and long-term structural balance of revenues and expenditures;
 - b) Analysis of outstanding and future financial obligations, including but not limited to all employee benefit plans such as pension plans, medical insurance plans, and life insurance plans;
 - c) Analysis of current and future plan revenue and expenditure projections;

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- d) Comparison of the Commonwealth's pension and insurance plans with those offered by private business that are subject to Federal tax, labor and other laws, including laws relating to participation & coverage, vesting, nondiscrimination requirements, distribution provisions, funding standards, and other plan components;
 - e) Evaluation and advice regarding appropriate actuarial assumptions for each plan;
 - f) Evaluation and advice regarding governance and administration of the Plans, including but not limited to a comparison of experience levels and compensation of key retirement system employees/officials to other state retirement systems with a similar amount of assets;
 - g) Recommendations regarding the appropriate composition of the board of directors of each Plan, including optimal board size and desired qualifications, background, and experience of board members;
 - h) Evaluation and advice regarding the transparency of the Plans, including but not limited to policies of other state retirement systems in regard to public disclosure of fees paid to investment advisors and other administrative costs;
 - i) Evaluation and recommendations for cost savings and revenue generation initiatives;
 - j) Evaluation and recommendations regarding past investment practices, policies, strategies and associated fees, including but not limited to how the cost of the Commonwealth's use of investment advisors, placement agents and other investment personnel compares to other state retirement systems as well as the impact of these costs on investment returns;
 - k) Analysis of benefit structure, including the financial effect on pension costs and the importance to employee participants;
 - l) Overall recommendations for dealing with near-term and long-term cash flow requirements and possible restructuring of the Plans to meet their intended objectives of protecting the interests of stakeholders, including but not limited to:
 1. Analysis of defined contribution plans, hybrid plans and any other alternatives including potential modifications of current plans, including covered compensation, plan funding, demographic assumptions, mortality assumptions, retirement dates, and other benefit provisions that affect funding requirements;
 2. Analysis of current compensatory/sick/vacation policies and their impact on the Plans as well as an analysis of the impact of "pension spiking", "double-dipping", application of "high five/high three", and other policies and practices that determine the retirement benefits of Plan members upon the Plans;
 3. Impacts of recommendations on funding progress and projected state contributions over the next thirty years;
 4. Best practices for managing plan investments and associated investment fees;
 5. Best practices regarding the use of actuaries and other outside experts, including but not limited to the numbers of years the same expert can be used;
 6. Legal analysis of alternative recommendations under applicable laws, and impact of recommendations as they pertain to Governmental Accounting Standards Board (GASB) requirements; and
 7. Legal analysis of alternative recommendations as if the Plans were plans sponsored by for-profit businesses subject to otherwise applicable Federal tax and labor laws, and impact of each recommendation as it pertains to Governmental Accounting Standards Board (GASB) requirements;
 - m) Review and comparison of efforts by other states, both past and pending, to alter their existing employee and retiree pension plans; and
 - n) A comparison of retirement and insurance benefits provided for employees and retirees of states surrounding Kentucky, as well as a comparison of retirement and insurance benefits provided by private businesses.
- 7) As part of contract negotiation, the selected Firm, in collaboration with the Agency, will develop a detailed project work plan. The plan must include a project breakdown showing sub-projects, activities, and tasks, along with resources required and allocated to each project and sub-project (e.g., estimated levels of cost and effort for each level of personnel for contractor

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personnel, including any contractual personnel and Commonwealth personnel). In addition, the selected Firm will meet in Frankfort, Kentucky as requested with the Agency.

8) The selected Firm will leverage the work already completed and to be completed by various other professionals and consultants assisting in the Commonwealth's efforts to consider restructuring the Plans.

9) Firms responding to this RFP are encouraged to partner with subcontractors, including other professional service firms, to assist with various portions of the project. As discussed in greater detail in the Evaluation Criteria section below, responses to this RFP should identify all proposed subcontractors and include information regarding each proposed subcontractor's relevant qualifications, experience and key personnel. The Commonwealth reserves the right to reject subcontractors proposed by responding Firms.

10) As a part of the work plan, the selected Firm will describe the desired level of assistance from the administrators of each plan, as well as from each plan's actuaries, consultants, accountants, and other professionals.

11) Travel may be required and may be authorized by the Agency. Travel reimbursement for activities required as a part of the contract shall be in accordance with the Legislative Research Commission Government Contract Review Committee Travel Policy #98-1 and 200 KAR 2:006. Travel expenses will be paid in accordance with rates not to exceed the travel reimbursements authorized for state employees. Travel time or travel expenses shall not be included in or subject to the hourly rates of the Firm's employees or any subcontractor's employees.

12) A detailed project work plan will be developed **no later than August 31, 2016**. The plan will include a timeline for the deliverables. The Commonwealth reserves the right to request revisions to the project work plan.

13) The Commonwealth reserves the right to request a project work plan with an accelerated pace and accelerated due dates.

14) It is expected this project will commence immediately after the effective date of the contract with the Commonwealth.

15) The Firm will submit a final report no later than **December 31, 2016**. This final report will contain options and recommendations for the future.

16) Following the submission of the final report, the Firm's engagement with the Commonwealth will continue so that the Firm (and its subcontractors, as needed) may assist the Commonwealth during the adoption and implementation of one or more of the options and recommendations proposed in the final report.

Evaluation Criteria

The Agency will evaluate the proposals based on the following evaluation factors:

Experience - 225 points

- 1) Identify in detail at least three (3) similar projects by name, subject matter, location, services provided and the length of time services were provided on each. Include a reference, description of specific services provided and outcome achieved as well as dates during which the services were provided. All three (3) such projects should be of similar size, scope and complexity as this project, though only one of such projects need be in the public sector. Similar information should be provided for each subcontractor that will be engaged on any substantial portion of the project.
- 2) Identify any projects in which the vendor's contract was terminated for any reason.
- 3) Identify any claims or lawsuits that have been brought against your organization as a result of any services provided within the last five (5) years.

Key Personnel Qualifications - 225 points

Provide an organizational chart indicating key personnel who will provide services resulting from this RFP. Include a resume for each of the key personnel. Similar information should be provided for each subcontractor that will be engaged on any substantial portion of the project. Separate project managers should be identified for the plan structure and investment components of the project.

Financial and Operational Stability - 100 points

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- 1) Provide copies of the vendor's financial statements (CPA Certified) for the previous three (3) years, or other information acceptable to the Evaluation Committee to demonstrate the respondent's financial stability to complete the project.
- 2) Evidence of any licenses or registrations required to provide the services resulting from the RFP.

Work plan - 225 points

Proposals must be responsive to all sections outlined in the Scope of Work.

Cost Proposal - 225 points

All proposals must identify the consulting resources that will be provided for the project, along with the total cost of providing such resources, including professional fees and all related costs and expenses. Respondents may provide their bid in either a fixed fee or time and materials format, but the consulting time included in any fixed cost bid must be identified on a total hour basis. The Evaluation Committee will not consider any bid for which it cannot identify clearly the total effort committed by the respondent (in terms of hours and level of consultation) and the total compensation requested by the respondent.

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

Instructions and Terms for Bid Submission

Please see the following for bidding instructions along with the terms that must be adhered to in order for a bid to be accepted and evaluated for the award of a contract.

Schedule of RFP Activities

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, included the associated dates and times.

Release of RFP	May 18, 2016
Written questions due by: 12:00 PM EST	May 25, 2016
Anticipated Commonwealth response to written questions	June 1, 2016
2nd set of written questions due by: 12:00 PM EST	June 8, 2016
Anticipated Commonwealth response to 2nd set of written questions	June 15, 2016
Proposals due by: 3:00 PM EST	June 30, 2016
All bidders are cautioned to be aware of the security in the Capitol Annex located at 702 Capitol Avenue, Room 095, Frankfort, Kentucky 40601. All bids shall be time stamped in the Finance Cabinet, Office of Procurement Services no later than the due date and time defined in this solicitation. In person or courier delivered bids in response to this solicitation shall be delivered to Finance Cabinet, Office of Procurement Services, Room 095. Delays due to building security checks shall not be justification for acceptance of a late bid.	

*NOTE: ALL TIME REFERENCES ARE EASTERN TIME ZONE

Communications and Bid Submission Criteria

1.00 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, electronic mail or fax), concerning this procurement shall be addressed to:

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Kathy Robinson, CPPO, CPPB
702 Capitol Avenue,
Room 096, Capitol Annex
Frankfort, Kentucky 40601
502-564-4510
502-564-6013
Kathy.robinson@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.

1.01 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.

1.02 Proposal Submission

Each qualified offeror shall submit only one (1) proposal. Alternate proposals shall not be accepted.

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

Proposals shall be submitted in two (2) parts: the technical proposal and the cost proposal.

The RFP technical proposal shall include one (1) marked original, ten (10) copies and five (5) CDs (in Microsoft Word, Microsoft Excel or PDF). (Do not submit thumb drives, flash drives, etc.) under sealed cover.

The RFP Cost proposal shall include one (1) marked original, five (5) copies and one (1) CD (in Microsoft Word, Microsoft Excel or PDF). (Do not submit thumb drives, flash drives, etc.) under separate sealed cover.

All proposals must be received no later than **3:00 PM EST, June 30, 2016**.

Proposals shall be submitted to the Agency contact and the outside cover of the package containing the technical proposal shall be marked:

Pension Performance and Best Practices Analysis
RFP 758 1600000464
TECHNICAL PROPOSAL
Name of Offeror

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

Pension Performance and Best Practices Analysis
RFP 758 1600000464
COST PROPOSAL
Name of Offeror

ELECTRONIC OR FACSIMILE PROPOSALS SHALL NOT BE CONSIDERED

1.03 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 Vendor's letterhead, and signed by an agent authorized to bind the Vendor. The Transmittal letter shall include the following:

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- 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 Vendor 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 pursuant to KRS 11A.040 that the Vendor 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 Vendor is properly authorized under the laws of the Commonwealth of Kentucky to conduct business in this state and will remain in good standing with the Office of the Kentucky Secretary of State for the duration of any awarded contract resulting from this solicitation.
- g. The name, address, telephone number, fax number and email address and website address, if available, of the contact person to serve as a point of contact for day-to-day operation.
- h. Subcontractor information to include the name of 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 "Remit To" box must be completed.
- b. Vendor shall indicate ownership type.
- c. Vendor shall complete "FEIN" if applicable.
- d. Vendor shall provide date the form is completed and signed.

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

Signed and Notarized Required Affidavit for Bidders or Offerors (available at the following link)¹²

Signed and Notarized Required Affidavit for Bidders, Offerors and Contractors Claiming Resident Bidder Status (if applicable) (available at the following link)

<http://finance.ky.gov/services/forms/Pages/default.aspx>

*Vendors not claiming Resident Bidder Status need not submit the affidavit.

Signed and Notarized Required Affidavit for Bidders, Offerors and Contractors Claiming Qualified Bidder Status (if applicable) (available at the following link) <http://finance.ky.gov/services/forms/Pages/default.aspx>

*Vendors not claiming Qualified Bidder Status need not submit the affidavit.

Table of Contents – a table of contents must be provided.

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.

1.04 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 proposal 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.

1.05 Certification Regarding Debarment and Suspension

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

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

EVALUATION OF PROPOSALS

2.00 Rules of Procurement

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

Vendors 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 HYPERLINK "" .

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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.

2.01 Technical Proposal Evaluation

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

2.02 Cost Proposal Evaluation

The Agency will evaluate the proposal based on the cost portion of the evaluation criteria.

2.03 Waiver of Minor Irregularities

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

2.04 Clarification of Proposals

The Commonwealth reserves the right to request additional information as may reasonably be required for selection, and to reject any proposals for failure to provide additional information on a timely basis. 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. Discussions shall not disclose any information derived from proposals submitted by other offerors.

2.05 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.

2.06 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 Agency/Cabinet/Department shall not disclose any portions of the proposals prior to contract award to anyone outside the Agency/Cabinet/Department, 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.

Any and all documents submitted by a Vendor 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 Vendor'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.

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

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

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

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

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

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

KRS 45A.492 Legislative declarations.

The General Assembly declares:

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

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

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

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

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

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

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

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

Pursuant to 200 KAR 5:410, and KRS 45A.470, Kentucky Correctional Industries will receive a preference equal to twenty (20) percent of the maximum points awarded to a bidder in a solicitation. In addition, the following “Qualified Bidders” will receive a preference equal to fifteen (15) percent of the maximum points awarded to a bidder in a solicitation: Kentucky Industries for the Blind, any nonprofit corporation that furthers the purposes of KRS Chapter 163 and any qualified nonprofit agencies for individuals with severe disabilities as defined in KRS 45A.465(3). Other than Kentucky Industries for the Blind, a bidder claiming “qualified bidder” status shall submit along with its response to the solicitation a notarized affidavit which affirms that it meets the requirements to be considered a qualified bidder- affidavit form included. If requested, failure to provide documentation to a public agency proving Qualified Bidder status may result in disqualification of the bidder or contract termination.

2.08 Right to Use Oral Presentations to Verify/Expand on Proposal

The Commonwealth reserves the right to require oral presentations to verify or expand on the technical or cost proposals.

2.09 Oral Presentation Evaluation Criteria

The highest ranking vendors may be requested to provide oral presentations/demonstrations to answer questions or to clarify the understanding of the evaluators in accordance with the requirements of this RFP. The oral presentations shall be scheduled at the discretion of the Commonwealth. The Commonwealth reserves the right to not require oral presentations/demonstrations if they do not affect the final rankings.

2.10 Negotiation

After determining the best proposal received, the Agency 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 Agency reserves the right to proceed to the next highest rated proposal. Terms and conditions that may be negotiated at the sole discretion of the Commonwealth include but are not limited to issues related to the Technical and/or Cost proposals.

2.11 Best Interest of the Commonwealth

The Commonwealth will rank the proposal 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 based on the best interest of the Commonwealth.

AWARD OF CONTRACT AND CONTRACT TERMS AND CONDITIONS

3.00 Notification of Award

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/vsonline/AltSelfService> . Vendors can search for the solicitation title or number in the keyword search field, or can filter their search for only

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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.

3.01 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 LRC, GCRC. The Contractor shall not commence any billable work until a valid contract has been fully executed. This Contract, including the components referenced in Section 3.02, 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.

3.02 Contract Components and Order of Precedence

The Commonwealth's acceptance of the Contractor's offer in response to the solicitation, indicated by the issuance of a contract award, shall create a valid contract between the parties consisting of the following:

1. Any written agreement and any subsequent written amendments to the agreement.
2. Any Addenda to the solicitation.
3. The solicitation and all attachments hereto.
4. PSC standard terms and conditions.
5. Any BAFO.
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.

3.03 Contract Term and Renewal Option

The initial term of the contract is anticipated to be from 08-01-16 through 06-30-18. 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 LRC, GCRC.

The Commonwealth reserves the right to renew this contract for up to one (1) additional two (2) year period.

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

3.04 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 Agency 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 his authorized designee and the LRC, GCRC. Memoranda of Understanding, written clarification, and/or correspondence shall not be construed as amendments to the Contract.

3.05 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.

3.06 Personal Service Contract Standard Terms and Conditions

The following standard terms and conditions shall be applicable to this solicitation and any contract(s) awarded.

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PSC STANDARD TERMS AND CONDITIONS

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

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

Effective Date:

This agreement is not effective until the Secretary of the Finance and Administration Cabinet or his authorized designee has approved the contract and until the contract has been submitted to the LRC, GCRC.

Payments on personal service contracts and memoranda of agreement shall not be authorized for services rendered after GCRC disapproval, unless the decision of the committee is overridden by the Secretary of the Finance and Administration Cabinet or Agency head, if the Agency has been granted delegation authority by the Secretary.

Renewals:

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

LRC Policies:

Pursuant to KRS 45A.725, LRC has established policies which govern rates payable for certain professional services. These are located on the LRC webpage (<http://www.lrc.ky.gov/Statcomm/Contracts/homepage.htm>) and would impact any contract established under KRS 45A.690 et seq., where applicable.

Choice of Law and Forum:

All questions as to the execution, validity, interpretation, construction and performance of this agreement shall be governed by the laws of the Commonwealth of Kentucky. Furthermore, the parties hereto agree that any legal action which is brought on the basis of this agreement shall be filed in the Franklin County Circuit Court of the Commonwealth of Kentucky.

Cancellation:

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

Funding Out Provision:

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

Reduction in Contract Worker Hours

The Kentucky General Assembly may allow for a reduction in contract worker hours in conjunction with a budget balancing measure for some professional and non-professional service contracts. If under such authority the agency is required by Executive Order or otherwise to reduce contract hours, the Contract will be reduced by the amount specified in that document.

Authorized to do Business in Kentucky:

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

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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 unless that foreign entity, on the records of the Secretary of State, holds a certificate of authority or a statement of foreign qualification. In addition, KRS 14A.9-010(6) states that in order to be eligible for award of a state contract under KRS Chapter 45A or 176, a foreign entity shall have a certificate of authority or a statement of foreign qualification. A foreign entity is defined within KRS 14A.1-070.

Foreign entities not currently registered with the Secretary of State for a certificate of authority or a statement of foreign qualification must do so prior to the award of a contract. Foreign entities may register through the following online system: <https://secure.kentucky.gov/sos/ftbr/welcome.aspx>

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; however, before engaging a subcontractor not identified in the contractor's response or replacing a subcontractor identified in the contractor's response, the contractor will notify the agency and provide the agency with information regarding the proposed subcontractor, including but not limited to, the proposed subcontractor's relevant qualifications, experience and key personnel. The agency reserves the right to approve any subcontractor proposed by the prime contractor; such approval shall not be unreasonably withheld. Any issues that arise as a result of the contractor's relationship(s) with its subcontractors 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.

Invoices for fees:

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

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

*Invoice form is available on the LRC, GCRC website: <http://www.lrc.ky.gov/Statcomm/Contracts/homepage.htm>

Travel expenses, if authorized:

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

Other expenses, if authorized herein:

The Contractor shall be reimbursed for no other expenses of any kind, unless and except as specifically authorized within the specifications of the Contract.

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

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

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

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

Purchasing and specifications:

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

Conflict-of-interest laws and principles:

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

Campaign finance:

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

Access to Records:

The Contractor, as defined in KRS 45A.030(8) and (10), agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this contract for the purpose of a 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 contract and shall be exempt from disclosure as provided in KRS 61.878(1)(c).

Protest:

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

Any actual or prospective Vendor, who is aggrieved in connection with the solicitation or selection for award of a Master Agreement or Contract, may file protest with the Secretary of the Finance and Administration Cabinet. A protest or notice of other controversy must be filed promptly and in any event within two (2) calendar weeks after such aggrieved person knows or should have known of the facts giving rise thereto. All protests or notices of other controversies must be in writing and shall be addressed to:

William M. Landrum III, Secretary
Commonwealth of Kentucky
Finance and Administration Cabinet
Room 383, New Capitol Annex

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702 Capitol Avenue
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.

Social security: (check one)

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

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

Violation of tax and employment laws:

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

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

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

Contractor must check one:

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

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

Discrimination:

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

1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, 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

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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 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.