



Kentucky Horse Racing and Gaming SOLICITATION MODIFICATION

Modification:

Version #:

TITLE:	Litigation Services
SOLICITATION NUMBER:	RFP 2025-001

Date Issued:	November 3, 2025	Solicitation Closes
Record Date:	November 3, 2025	Date: November 24, 2025
		Time: 12:00 p.m. EST

Addendum #1 to answer questions submitted by vendors. See page 16.		
For Information Call:		Bid Receiving Location:
Ashleigh Bailey (502) 782-4225		Kentucky Horse Racing and Gaming 4047 Iron Works Parkway Lexington, KY 40511
Email Submission Accepted?	Yes	Email: Ashleigh.Bailey@ky.gov

VENDOR INFORMATION			
Vendor Name:			
Phone Number:		Fax Number:	
Email Address:			
ORDERING		PAYMENT	
Address:		Address:	
City, State, Zip:		City, State, Zip:	
Contact Name:		Contact Name:	
Contact Email:		Contact Email:	
Contact Phone:		Contact Phone:	
Ownership Type: ☐ Sole Proprietorship ☐ Partnership ☐ Corporation ☐ Other _____			

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

Signature _____ Date _____

FEIN # _____

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



Kentucky Horse Racing and Gaming PROPOSAL SUBMISSION CHECKLIST

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

- Signed and completed Solicitation
- Signed Proposal Certification – Section 11.1
- Completed Offeror Contact Information – Section 11.2
- Technical Proposal under sealed cover and by the closing date
- Cost Proposal under sealed cover and by the closing date

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

The following items **MUST** be submitted prior to award.

- Transmittal letter – Section 8.10
- Proof of registration with Secretary of State by a foreign entity

REQUEST FOR PROPOSAL FOR PERSONAL SERVICE CONTRACT

Kentucky Horse Racing and Gaming Outside Counsel General Services RFP RFP-2025-001

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 Kentucky Horse Racing and Gaming (KHRG), an independent, de jure municipal corporation and political subdivision of the Commonwealth of Kentucky. KHRG regulates all forms of live horse racing, pari-mutuel wagering, sports wagering, breed integrity and development, and as of July 1, 2025, charitable gaming.

Offerors are advised that any personal service contract resulting from this RFP must comply with all applicable provisions of KRS 230.225 and KRS 45A 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 by the President and CEO, KHRG Finance Committee, and/or KHRG Board of Directors, executed by the President and CEO, and filed with the Legislative Research Commission, Government Contract Review Committee.

1.00 Purpose and Background

Kentucky Horse Racing and Gaming ("KHRG") requires professional litigation and legal services for representation in cases involving complex administrative law and constitutional issues, including attacks on the validity of KHRG regulations, in the regulatory areas of horse racing, pari-mutuel wagering, sports wagering, and charitable gaming. One or more contracts may be awarded under this RFP.

2.00 Scope of Work

Applicants should have experience in handling cases involving complex administrative law and constitutional questions and possess the ability to defend KHRG's rule making power and regulations in horse racing, sports wagering, pari-mutuel wagering and charitable gaming.

Requested services include, but are not limited to, representation of KHRG in civil and appellate litigation and/or before administrative bodies where KHRG may be a party and legal advice and assistance on all matters within its jurisdiction in regulating horse racing, sports wagering, pari-mutuel wagering and charitable gaming.

Successful applicants must conduct a thorough conflict of interest screening prior to performing any legal work for KHRG. KHRG reserves the right to determine whether any particular relationship constitutes a conflict of interest in any given legal matter.

Utilization of this contract shall be determined on an "as needed" basis, thus the vendor is not guaranteed to receive any compensation pursuant to this contract and any work performed thereunder shall be performed following a request from the KHRG.

Warrants of Vendor – The Vendor warrants that it has neither retained nor employed any company or person, other than a bona fide employee working solely for the Vendor, to solicit or secure the contractual agreement and that it has neither paid nor agreed to pay any company or person, other than a bona fide employee working solely for the Vendor, any fee, commission, percent, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of the contractual agreement. For breach or violation of this warranty, KHRG shall have the right to annul any contractual agreement without liability or, at its discretion, to deduct from the contract price on consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

The Vendor certifies that it shall not at any time release or divulge any information concerning the services covered by the contractual agreement to any person or any public or private organization without prior approval of KHRG.

3.00 Evaluation Criteria

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

The KHRG has established a Proposal Evaluation Committee to review, evaluation 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 KHRG will evaluate the proposals based on the following evaluation factors:

Mandatory Requirement- Certificate of Good Standing (Pass/Fail) –

Proposals should include the following firm information:

- 1) Description of the Offeror (i.e. solo practitioner, firm, etc.);
- 2) Length of time in business;
- 3) Number of attorneys, paralegals and support staff employed;
- 4) List of principals who will be responsible for the assigned representation, as well as a Certificate of Good Standing from the Kentucky Bar Association and resumes for each;
- 5) A minimum of three (3) client references for which the Offeror's supplied services are similar to those being sought by KHRG, including an individual who may be contacted, years of association with the client and a description of the services provided;
- 6) Proof of professional liability insurance in the form of a certificate of insurance; and
- 7) Identification of the professionals whose practice of law is covered by the policy.

Proposals should also provide a list of any disciplinary reprimands or sanctions against attorneys in the firm who will be responsible for the assigned representation. Failure to provide all information required shall deem the proposal non-responsive and the proposal shall not be considered for award.

Offeror's proposal should contain a description of your conflict screening process and related policy. Offeror's proposal should also contain identification of any conflicts of interest or potential conflicts of interest, including any prior litigation against the KHRG or former Kentucky Horse Racing Commission. KHRG reserves the right to reject any proposal based on the existence of and nature of any conflicts of interest.

Technical Proposal Evaluation

KHRG will evaluate the proposal based on the evaluation factors set forth below. To receive points the Offeror should describe previous experience in providing similar services for *each* of the following evaluation factors. The KHRG may request documentation or clarification from the Offeror for any information provided in a response to this Request for Proposals.

Criteria	Maximum Points Possible
Specialized experience and technical competence of the person or firm with the type of service required in the area of practice identified.	25 points
Capacity of the person or firm organization to perform the work, including any specialized services.	20 points
Character, integrity, reputation, judgment, experience and efficiency of the person or firm.	20 points
Familiarity with the details of the areas of practice and the services required.	20 points
Past record and performance on contracts or services with Kentucky Horse Racing and Gaming or other governmental or quasi-governmental agencies and private industry with respect to such factors as quality of work and ability to meet schedules.	10 points
Contractor Experience/Prior experience working with and being managed by in-house counsel and providing advice and counsel.	5 points
MAXIMUM POINTS POSSIBLE	100 points

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

Cost Proposal Evaluation

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

Criteria	Maximum Points Possible
Cost Proposal – Vendor shall provide a statement of the proposed cost. Costs shall be provided as a blended hourly rate for attorneys and paralegals. See below for other incidental costs that may be eligible for reimbursement.	25 points
Vendor shall only provide costs on the attached Cost Proposal Form; otherwise, the proposal may be deemed nonresponsive.	
MAXIMUM POINTS POSSIBLE	25 points

The proposal with the lowest price will receive 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.

In addition to its hourly fee, the KHRG shall reimburse reasonable out-of-pocket travel expenses actually incurred in performance of a subsequent Agreement. In addition, the KHRG shall reimburse reasonable out-of-pocket expenses actually incurred for long-distance calls, postage, express delivery, and copying. Said costs will be reimbursed with receipts and/or documentation for actual, reasonable, out-of-pocket costs paid or incurred, with all such receipts and documentation to be in a form and substance acceptable to the KHRG.

KHRG will also reimburse reasonable expenses for court costs, deposition fees and computer legal research expenses beyond the scope of any “basic” or “flat rate” subscription service an Attorney otherwise incurs as an ongoing cost of doing business or as overhead and such other necessary and appropriate expenses authorized in advance by the KHRG (including, but not limited to, the fees and expenses of attorneys not affiliated with the Successful Offeror, consultants, expert and other witness fees and expenses, and other expenses related to the performance of legal services for the KHRG).

For all work performed by the Successful Offeror for the KHRG, invoices shall be submitted to the KHRG monthly, in a form approved by the KHRG. There shall be an invoice for each matter. Each invoice shall contain the style of the case and the civil action number or administrative number (if any), the date of each service performed, a description of each service in detail, the initials of the attorney or paralegal performing each service, the hourly rate charged for that attorney or paralegal, the times spent by that attorney for that service, the total amount incurred for that service and total amount due for professional services. Reimbursable expenses shall be listed in detail at the end of each invoice with copies of any necessary receipts and approvals attached. Each invoice shall be accompanied by a separate summary sheet containing the total amount due for that matter. All invoices for the month must be accompanied by the “Personal Service Contract Invoice Form” required by the Government Contract Review Committee of the Legislative Research Commission.

Oral Presentations/Demonstrations Evaluation, if required

Criteria	Maximum Points Possible
Oral Presentations/Demonstrations – KHRG 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 KHRG 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 in accordance with the requirements of this RFP. KHRG 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 KHRG. KHRG reserves the right to not require oral presentations/demonstrations.	25 points
MAXIMUM POINTS POSSIBLE	25 points

Total Proposal Evaluation

Criteria	Maximum Points Possible
Technical Proposal	100 points
Cost Proposal	25 points
Oral Presentations / Demonstrations, if required	25 points
MAXIMUM POINTS POSSIBLE	150` points

4.00 Schedule of RFP Activities

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

Release of RFP	11/3/2025
Written Questions due by: 12:00 PM	11/10/2025
Anticipated KHRG Response to Written Questions	11/17/2025
Proposals Due by: 12:00 PM	11/24/2025
*NOTE: ALL TIME REFERENCES ARE TO THE EASTERN TIME ZONE.	

5.00 Offeror's Conference

Not Applicable

6.00 Point of Contact

The KHRG 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:

Ashleigh Bailey
Kentucky Horse Racing and Gaming Corporation
4047 Iron Works Parkway, Lexington, KY 40511
(502) 782-4225
Ashleigh.Bailey@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 KHRG staff concerning this RFP.

7.00 Questions Regarding this RFP

Questions must be submitted in writing to the KHRG Contact. The KHRG will respond to salient questions in writing by issuing an Addendum to the Solicitation. The Addendum shall be posted to the KHRG web page and the Finance and Administration Cabinet's eProcurement website.

8.00 Proposal Submission

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

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

Acknowledgment of Addenda

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

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

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 three (3) parts: the **Technical Proposal**, the **Cost Proposal** and **Proprietary Information**, if applicable.

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

ALL PROPOSALS MUST BE RECEIVED NO LATER THAN 12 NOON EST ON November 24, 2025.

Proposals may be submitted either by hard/paper copy or electronically as outlined below.

Hard/Paper Copy Proposals Submissions

Proposal shall be submitted to the KHRG Contact and include the following:

1. The **Technical Proposal** should include three (3) marked original hard/paper copy technical and one (1) marked technical thumb/flash drives (in Microsoft Word, Microsoft Excel or PDF format ONLY). Do not include embedded documents, hyperlinks or hyperlinks to videos. The outside cover of the sealed package containing the proposal shall be marked:

Outside Counsel Litigation Services RFP
RFP-2025-001
TECHNICAL PROPOSAL
Kentucky Horse Racing and Gaming

2. The **Cost Proposal** should include three (3) marked original hard/paper copy cost and one (1) marked cost thumb/flash drives (in Microsoft Word, Microsoft Excel or PDF format ONLY). Do not include embedded documents, hyperlinks or hyperlinks to videos. The outside cover of the sealed package containing the proposal shall be marked:

Outside Counsel Litigation Services RFP
RFP-2025-001
COST PROPOSAL
Kentucky Horse Racing and Gaming

3. Any **Proprietary Information** should include three (3) marked original hard/paper copy proprietary data and one (1) marked proprietary data thumb/flash drives (in Microsoft Word, Microsoft Excel, or PDF format ONLY). Do not include embedded documents, hyperlinks or hyperlinks to videos. The outside cover of the sealed package containing the proprietary information shall be marked:

Outside Counsel Litigation Services RFP
RFP-2025-001
PROPRIETARY INFORMATION
Kentucky Horse Racing and Gaming

Electronic Proposals Submissions

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. Proposals shall be submitted in three parts: the **Technical Proposal**, the **Cost Proposal** and **Proprietary Information**, if applicable. 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 65,000KB. Proposals must be submitted electronically via email to the KHRG Contact with the subject line as follows: **"RFP-2025-001 Vendor Name"** and include the following:

1. 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: **RFP-2025-001 – Technical – Vendor Name**.
2. 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 documents, hyperlinks or hyperlinks to videos. The document should be named in the following manner: **RFP-2025-001 – Cost – Vendor Name**.
3. 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: **RFP-2025-001 – Proprietary – Vendor Name**.

8.10 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 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.
f.	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.
g.	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 in accordance with KRS 45A.480, if applicable.
j.	A copy of the Offeror’s W9

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.

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.

8.20 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 will receive 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.

8.30 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, this RFP complies with the KHRG's Procurement Policies, which are not inconsistent with KRS 45A. All bids will be evaluated based upon the requirements, terms, conditions, and specifications set forth in the RFP. An evaluation committee may be established to evaluate the proposals.

9.10 Technical Proposal Evaluation

KHRG 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

KHRG will evaluate the proposal based on the cost portion of the Evaluation Criteria.

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

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

9.40 Clarification of Proposals

KHRG 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.

At the discretion of KHRG, discussions may be conducted with all responsible offerors who submit proposals determined to be reasonably susceptible of being awarded the contract. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after discussions and prior to the award of the contract for the purpose

of obtaining the offerors' best and final offer. In the discussions, there shall be no disclosure of the identity of competing offerors or of any information learned from proposals submitted by competing offerors. The general substance and date of any oral discussion shall be documented.

Offerors must carefully review and verify the accuracy of the proposal prior to submitting them and executing a contract. Correction or withdrawal of erroneous proposals may be permitted where there is clear and convincing evidence that a material mistake was made and that due to such mistake, the proposal submitted was not the proposal intended. All decisions to the correction or withdrawal of proposals based on a proposal mistake shall be supported by a written determination by the President or his/her designee and submitted to the Board for notification at its next meeting.

9.50 Best and Final Offers

KHRG reserves the right at its discretion to request a Best and Final Offer 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. KHRG shall not disclose any portions of the proposals prior to contract award to anyone outside the KHRG, 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, KHRG 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, KHRG 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).

KHRG 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.

Preferences for the Department of Corrections, Division of Prison Industries and the Kentucky Industries for the Blind

Pursuant to KRS 45A.470, political subdivisions of this state shall, when purchasing commodities or services, give first preference to the products made by the Department of Corrections, Division of Prison Industries, as required by [KRS 197.210](#). Second preference shall be given to any products produced by Kentucky Industries for the Blind, Incorporated, or any other nonprofit corporation that furthers the purposes of KRS Chapter 163, and agencies of individuals with severe disabilities as described in [KRS 45A.465](#).

9.70 Right to Use Oral Presentations/Demonstrations to Verify/Expand on Proposal

KHRG reserves the right at its discretion to require Oral Presentations/Demonstrations by some or all of the Offerors to verify or expand on the Technical Proposals.

9.80 Negotiation

After conducting the evaluation to determine the best proposal received, KHRG 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, KHRG 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 KHRG.

9.85 Best Interests of the Commonwealth

KHRG will rank all proposals in the manner set forth in the Evaluation Criteria. However, KHRG 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 KHRG and the greatest integrity for the corporation and the public. The contract will be awarded to the responsive and responsible offeror(s) whose proposal offers the best value to the KHRG.

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 KHRG website at <https://khrc.ky.gov>.

10.10 Beginning of Work

This Contract is not effective and binding until approved by the KHRG 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

KHRG'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 KHRG Procurement 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 and Renewal Option

The initial term of the Contract is anticipated to be from January 1, 2026 through January 1, 2027. Each personal service contract shall have a cancellation clause not to exceed thirty (30) days' notice to the Offeror.

This agreement is not effective until the CEO/President or her authorized designee, the KHRG Finance Committee and the KHRG Board of Directors have approved the Contract, and until the Contract has been filed with the Legislative Research Commission, Government Contract Review Committee.

This Contract may be renewed at the discretion of the KHRG for two additional one-year terms as needed. Renewal shall be subject to prior approval from the CEO/President, KHRGC Finance Committee and/or the KHRG Board of Directors 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

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 KHRG and incorporated as a written amendment by KHRG prior to the effective date of such modification or change. Modification shall be subject to prior approval from the President/CEO of KHRG 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 KHRG Contact.

11.1 PROPOSAL CERTIFICATION

By submitting the Proposal in response to this Solicitation and signing below, the Offeror hereby certifies as follows:

- A. The person signing has the authority to sign on behalf of the Offeror.
- B. The Offeror agrees to be bound by all the terms and conditions of this Solicitation, except for any terms and conditions for which an exception was taken and identified in the Proposal.

Offeror Name _____

By _____

Title of Person signing: _____

(If Offeror is a Corporation, the President or Vice President must sign. If Offeror is a partnership, a general partner must sign. If Offeror is a limited liability corporation, the manager or the owner of a beneficial interest must sign.)

11.2 OFFEROR CONTACT INFORMATION

Contact Person: _____

Address: _____

Telephone Number: _____

Email Address: _____



Kentucky Horse Racing and Gaming COST PROPOSAL

NOTE: This form must be used when submitting your Cost Proposal. Failure to comply with the requirements of this RFP may result in the vendor's response not being evaluated by the Evaluation Committee.

Outside Counsel Litigation Services RFP RFP-2025-001

Costs shall be provided as a blended hourly rate for attorneys and paralegals.

Blended Hourly Rates: \$ _____

Signature _____ Date _____

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

Please Note the following: to post KHRG's response to vendors' written questions.

Vendor Question:

As mentioned, we intended to respond to both RFPs. Can we combine those responses into one document? Or will we need to submit two separate responses?

KHRG's Response:

Any vendor applying for both RFPs will need to submit two separate responses.