



## Commonwealth of Kentucky SOLICITATION

**Modification:** No

**Version #:**

<b>TITLE:</b> IMMIGRATION ATTORNEY CONSULTANT		
<b>Date Issued:</b> 06/22/2026	<b>Solicitation Closes</b> <b>Date:</b> 07/02/2026	<b>Solicitation No:</b> RFP 515 2600000494
<b>Record Date:</b> 05/19/2026	<b>Time:</b> 13:00	
<b>Online Bidding Prohibited:</b> Yes		
<b>For Information Call:</b> Kelley Trimble 502-782-0986		<b>Bid Receiving Location:</b> Department of Public Advocacy-Fiscal Branch Branch Manager 5 Mill Creek Park  Frankfort KY 40601
<b>Vendor Customer Number:</b>		
<b>Vendor Name:</b>		
<b>Phone Number:</b>		
<b>Fax Number:</b>		
<b>Email Address:</b>		
<b>Ordering</b>	<b>Payment</b>	
<b>Address:</b>	<b>Address:</b>	
<b>City, State, Zip:</b>	<b>City, State, Zip:</b>	
<b>Contact Name:</b>	<b>Contact Name:</b>	
<b>Contact Email:</b>	<b>Contact Email:</b>	
<b>Contact Phone Number:</b>	<b>Contact Phone Number:</b>	
<b>Ownership Type</b>		
<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Other _____		

**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.*



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**Line Items**

Commodity Group: Default

Line	CL Description	Quantity	UOM	Unit Cost	Line Total or Contract Amnt
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1	IMMIGRATION ATTORNEY CONSULTANT				
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Comm Code	Comm Description	Manufacturer	Model #	Manuf Part #
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91874	Legal Consulting			
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**Extended Description**

IMMIGRATION ATTORNEY CONSULTANT

Shipping Information	Billing Information
Department of Public Advocacy	Department of Public Advocacy
5 Mill Creek Park	5 Mill Creek Park
Frankfort                      KY                      40601	Frankfort                      KY                      40601



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## Submission Checklist

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

### **Item**

Proposed Cost Solution. Submit electronically by Closing Date & Time.

Proposed Technical Solution. Submit electronically by Closing Date & Time.

Juris Doctorate Degree Must provide either a photocopy reproduction or picture of valid graduate law degree.

Attorneys must have experience with the federal immigration code. References need to be provided.

Attorneys must be licensed with the Kentucky Bar Association or licensed with the Bar Association of another jurisdiction and listed in good standing.

Provide copy of license and Bar ID card.

Attorneys must be validly insured and eligible to provide direct representation to clients and to consult attorneys in the area of immigration collateral consequences.

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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(s) 8.00 and 8.10 of this RFP  
(not required if submitting electronically)**

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

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

\_\_\_\_\_ TRANSMITTAL LETTER – Section 8.20 of this RFP

\_\_\_\_\_ PROOF OF REGISTRATION WITH SECRETARY OF STATE BY A FOREIGN  
ENTITY – Section 8.00 of the Personal Service Contract Terms and Conditions of this  
RFP

\_\_\_\_\_ REQUIRED AFFIDAVIT(S) – Section 8.20 of this RFP

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

REQUEST FOR PROPOSAL  
FOR  
PERSONAL SERVICE CONTRACT

**DEPARTMENT OF PUBLIC ADVOCACY  
IMMIGRATION ATTORNEY CONSULTANT**

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## **RFP 515 2600000494**

This document constitutes a Request for Proposals for a Personal Service Contract from qualified individuals and organizations to furnish those services as described herein for the Commonwealth of Kentucky, Department of Public Advocacy.

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

A contract, based on this RFP, may or may not be awarded. Any contract award from this RFP is invalid until properly approved and executed by the Finance and Administration Cabinet and filed with the Legislative Research Commission, Government Contract Review Committee.

### **1.0 Purpose and Background**

The work involved will include assisting in ongoing consultation and training tailored to the special needs of immigration law.

### **2.00 Scope of Work**

Provide consultation services on DPA client cases that involve immigration collateral consequences of a criminal matter.

Review provided facts and circumstances around criminal cases involving non-citizen clients to determine immigration consequences.

Advise criminal defense attorney public defenders on potential collateral consequences, possible ways to avoid any negative outcomes, and how to properly explain collateral consequences to clients. In limited circumstances, assist in advising prosecutors, the court, and clients on immigration consequences associated with a criminal matter.

Assist in educating defenders on immigration consequences for non-citizen clients facing criminal legal consequences, including any recent changes in immigration that may impact DPA non-citizen clients

Attend case reviews or meetings involving non-citizen clients facing immigration consequences. Travel expenses will be reimbursed upon approval by either the Education Division Director, Conflict and Contract Division Director upon submission of receipts upon the designated forms in accordance with state travel regulations.

The services are capped at approximately **200** hours.

### **3.00 Evaluation Criteria**

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

The Department of Public Advocacy has established a Proposal Evaluation Committee to review, evaluate and verify information submitted by the offeror.

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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 Department of Public Advocacy shall evaluate the proposals by assigning scores as indicated.

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

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The Department of Public Advocacy shall evaluate the proposals by assigning scores as indicated.

### Technical Proposal Evaluation

Criteria	Maximum Points Possible
<p><b>Mandatory Requirement</b></p> <p>Juris Doctorate Degree – Must provide either a photocopy reproduction or picture of valid graduate law degree.</p> <p>Attorneys must have experience with the federal immigration code. References need to be provided.</p> <p>Attorneys must be licensed with the Kentucky Bar Association or licensed with the Bar Association of another jurisdiction and listed in good standing. Provide copy of license and Bar ID card.</p> <p>Attorneys must be validly insured and eligible to provide direct representation to clients and to consult attorneys in the area of immigration collateral consequences. Please provide copy of insurance.</p>	<p><b>Pass/Fail</b></p>

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<p>Requirements that include the words “Shall”, “Will”, “Must” indicate a mandatory requirement.</p> <p>Mandatory Requirement means a condition set out in the specifications or statement of work that must be met without exception.</p> <p><b>PROPOSALS THAT DO NOT MEET MANDATORY REQUIREMENTS WILL BE DEEMED NON-RESPONSIVE AND WILL NOT BE CONSIDERED.</b></p>	
Number of years of experience providing immigration legal services to clients. Provide resume and any certification.	400
Number of years of experience advising attorneys on immigration legal issues and collateral consequences of a criminal conviction on immigration status. Provide resume and any certification.	200
Level of experience training or developing coaching or learning materials. Provide resume or any certification.	200
Experience representing indigent people. Provide resume.	100
Familiarity with the Kentucky criminal legal code and years of experience working in the field of criminal law. Provide experience and/or resume.	100
<b>Maximum Points Possible</b>	1000

### Cost Proposal Evaluation

Criteria	Maximum Points Possible
Vendor shall provide an hourly rate for services. The hourly rate shall be the sole scoring criteria considered in the cost proposal.	400
<b>Maximum Points Possible</b>	400

### Oral Demonstration/Presentation Evaluation, if required

Criteria	Maximum Points Possible
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Oral Demonstration/Presentation	300
The Commonwealth reserves the right to require Oral Presentations/Demonstrations to verify or expand on the Technical or Cost Proposals. Oral Presentations/Demonstrations may be conducted through videoconferencing or by conference call, if it is in the best interest of the Commonwealth to do so. This is the opportunity for the vendor to present and demonstrate the solution and to answer questions or to clarify the understanding of the evaluation committee in accordance with the requirements of this RFP. The Commonwealth reserves the right to reject any or all proposals in whole or in part based on the oral presentations/demonstrations.	
If required, the <b>top two (2)</b> highest ranking vendors may be invited. Scheduling will be at the discretion of the Commonwealth. The Commonwealth reserves the right not to require oral presentations/demonstrations	
<b>Maximum Points Possible</b>	<b>300</b>

#### Total Proposal Evaluation

Criteria	Maximum Points Possible
Technical Proposal	1000
Cost Proposal	400
Oral Demonstrations/Presentations, if required	300
<b>MAXIMUM POINTS POSSIBLE</b>	<b>1700</b>

#### 4.00 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, including the associated dates and times.

Release of RFP	<b>06/22/26</b>	
Proposals Due by: <b>1:00 pm</b>	<b>07/02/26</b>	

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All bidders are cautioned to be aware of the security in the **Department of Public Advocacy** located at **5 Mill Creek Park, Frankfort, Kentucky**. All bids shall be time stamped in the **Department of Public Advocacy** 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 **Department of Public Advocacy, Front Desk**. Delays due to building security checks shall not be justification for acceptance of a late bid.

\*NOTE: ALL TIME REFERENCES ARE TO THE EASTERN TIME ZONE.

### 5.00 Offeror's Conference

Not applicable

### 6.00 Point of Contact

The Department of Public Advocacy 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:

Kelley Trimble  
5 Mill Creek Park  
Frankfort, KY 40601  
502-564-8006  
Kelley.trimble@ky.gov

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

### 7.00 Questions Regarding this RFP

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

### 8.00 Proposal Submission

#### Hard Copy Proposals

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. **Signature is not required if proposals are submitted electronically**.

#### 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

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constitutes the vendor's acknowledgement of and agreement to be bound by the terms of all addenda issued.

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

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

## 8.10 Format of Response

### Hard Copy Proposals

- A. Proposals shall be submitted in three (3) parts: The **Technical Proposal**, the **Cost Proposal**, and if applicable the **Proprietary Information**.
1. The **Technical Proposal** should include one (1) marked original hard/paper copy technical and number marked technical thumb/flash drives (in Microsoft Word, Microsoft Excel or PDF format ONLY). Do not include embedded documents, hyperlinks or hyperlinks to videos.
  2. The **Cost Proposal** should include one (1) marked original hard/paper copy cost and number marked cost thumb/flash drives (in Microsoft Word, Microsoft Excel or PDF format ONLY). Do not include embedded documents, hyperlinks or hyperlinks to videos.

Any **Proprietary Information** should include one (1) marked original hard/paper copy proprietary and number 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

Proposal shall be submitted to the Department of Public Advocacy Contact. The outside cover of the package containing the technical proposal shall be marked:

IMMIGRATION ATTORNEY CONSULTANT

**RFP 515 2600000494**  
TECHNICAL PROPOSAL

Name of Offeror

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

IMMIGRATION ATTORNEY CONSULTANT

**RFP 515 2600000494**

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## COST PROPOSAL

Name of Offeror

If applicable, the outside cover of the package containing the proprietary shall be marked:

IMMIGRATION ATTORNEY CONSULTANT

**RFP 515 2600000494**  
**PROPRIETARY PROPOSAL**

Name of Offeror

All proposals must be received no later than 1:00 PM ON 07/02/26.

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

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

### 8.20 Format of Technical Proposal

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

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

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

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h.	Subcontractor information to include the name of the company, address, telephone number and contact name, if applicable.
i.	Foreign entity's organization number issued by the Secretary of State in a certificate of authority or a statement of foreign qualification, if applicable.

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

- a. "Vendor" box and "Payment" box should be completed.
- b. Vendor shall indicate ownership type.
- c. Vendor shall provide "FEIN" if applicable.
- d. Vendor shall provide date the form is completed and signed.
- e. Signed face of the most recent Addenda, if applicable.

**Signed and Notarized Required Affidavit for Bidders or Offerors - available at the following link:**

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

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

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

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

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

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

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

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

### **8.30 Format of Cost Proposal**

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

### **8.40 Certification Regarding Debarment and Suspension**

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

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.,

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general manager, plant manager, head of subsidiary, division, or business segment, and similar positions.

### **9.00 Rules of Procurement**

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

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

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

### **9.10 Technical Proposal Evaluation**

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

### **9.20 Cost Proposal Evaluation**

The Department of Public Advocacy will evaluate the proposal based on the cost portion of the Evaluation Criteria.

### **9.30 Right to Reject/Waiver of Minor Irregularities**

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

### **9.40 Clarification of Proposals**

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

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

### **9.50 Best and Final Offers**

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

### **9.60 Vendor Response and Public Inspection**

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

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

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

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

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

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

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

Any individual, partnership, association, corporation, or other business entity claiming resident bidder status shall submit the attached Required Affidavit for Bidders, Offerors and Contractors Claiming Resident Bidder Status as part of its response. The Department of Public Advocacy 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.

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

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

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

### **9.80 Negotiation**

After conducting the evaluation to determine the best proposal received, the Department of Public Advocacy reserves the right to negotiate a fair and reasonable compensation based on the pricing submitted in the Offeror’s proposal. If the negotiations fail to reach an agreement on a fair and reasonable compensation rate, the Department of Public Advocacy reserves the right to proceed to the next highest ranked proposal. Other terms and conditions relating to the technical and/or cost proposals may be negotiated at the sole discretion of the Commonwealth.

### **9.85 Best Interests of the Commonwealth**

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

## **CONTRACT AWARD, TERMS, AND CONDITIONS**

### **10.00 Notification of Award**

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

<https://vss.ky.gov>

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

### **10.10 Beginning of Work**

This Contract is not effective and binding until approved by the Secretary of the Finance and Administration Cabinet and filed with the Legislative Research Commission’s Government Contract Review Committee. The Contractor shall not commence any billable work until a valid Contract has been fully executed. This Contract, including the components referenced in Section 10.20, shall represent the entire agreement between the parties. Prior negotiations, representations,

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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**

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

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

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

### **10.30 Contract Term and Renewal Option**

The initial term of the Contract is anticipated to be from 07/15/26 through 06/30/28.

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

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

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

### **10.40 Changes and Modifications to the Contract**

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

### **10.50 Notices**

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

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## **Personal Service Contract Standard Terms and Conditions Revised February 2026**

**Whereas**, the first party, the state agency, has concluded that either state personnel are not available to perform said function, or it would not be feasible to utilize state personnel to perform said function; and

**Whereas**, the second party, the Contractor, is available and qualified to perform such function; and

**Whereas**, for the abovementioned reasons, the state agency desires to avail itself of the services of the second party;

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

### **1.00 Effective Date**

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

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

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

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

### **2.00 Renewals**

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

### **3.00 LRC Policies**

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

### **4.00 Choice of Law and Forum**

This contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. Any action brought against the Commonwealth on the contract, including but not

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limited to actions either for breach of contract or for enforcement of the contract, shall be brought in Franklin Circuit Court, Franklin County, Kentucky in accordance with KRS 45A.245.

### **5.00 Cancellation**

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

### **6.00 Funding Out Provision**

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

### **7.00 Reduction in Contract Worker Hours**

The Kentucky General Assembly may allow for a reduction in contract worker hours in conjunction with a budget balancing measure for some professional and non-professional service contracts.

If under such authority the agency is required by Executive Order or otherwise to reduce contract hours, the agreement will be reduced by the amount specified in that document. If the contract funding is reduced, then the scope of work related to the contract may also be reduced commensurate with the reduction in funding. This reduction of the scope shall be agreeable to both parties and shall not be considered a breach of contract.

### **8.00 Authorized to do Business in Kentucky**

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

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

### **Registration with the Secretary of State by a Foreign Entity**

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

<https://apps.legislature.ky.gov/law/statutes/statute.aspx?id=40424> **therefore, foreign entities should submit a copy of their certificate with their solicitation response.**

If the foreign entity is not required to obtain a certificate as provided in KRS 14A.9-010: <https://apps.legislature.ky.gov/law/statutes/statute.aspx?id=44318>, the foreign entity should identify the applicable exception in its solicitation response. Foreign entity is defined within KRS 14A.1-070: <https://apps.legislature.ky.gov/law/statutes/statute.aspx?id=50474>

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

### **9.00 Invoices for fees**

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

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**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 Legislative Research Commission, Government Contract Review Committee website: <https://apps.legislature.ky.gov/moreinfo/Contracts/homepage.html>

#### **10.00 Travel expenses, if authorized**

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

#### **11.00 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 this contract or authorized in advance and in writing by the Commonwealth.

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

#### **12.00 Purchasing and specifications**

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

#### **13.00 Conflict-of-interest laws and principles**

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

#### **14.00 Campaign finance**

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

#### **15.00 Access to Records**

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The state agency certifies that it is in compliance with the provisions of KRS 45A.150, "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The Contractor, as defined in KRS 45A.030, agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this agreement for the purpose of financial audit or program review. The Contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the agreement and shall be exempt from disclosure as provided in KRS 61.878(1)(c).

### **16.00 Protest**

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

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

**Holly M. Johnson, Secretary**

Commonwealth of Kentucky  
Finance and Administration Cabinet  
Office of the Secretary  
200 Mero Street, 5th Floor  
Frankfort, KY 40622

The Secretary of Finance and Administration Cabinet shall promptly issue a decision in writing.

A copy of that decision shall be mailed or otherwise furnished to the aggrieved party and shall state the reasons for the action taken.

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

### **17.00 Social Security**

The parties are cognizant that the state is not liable for social security contributions, pursuant to 42

U.S. Code, section 418, relative to the compensation of the second party for this contract.

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

### **18.00 Violation of tax and employment laws**

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

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compensation insurance laws, respectively. Disclosure of any violations is required prior to the award of any state contract and throughout the duration the contract.

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

To comply with KRS 45A.485, the Contractor and all subcontractors performing work under this contract shall report any such final determination(s) of any violation(s) within the previous five (5) years to the Commonwealth by providing a list of the following information regarding any violation(s): (1) specific KRS violated, (2) date of any final determination of a violation, and (3) state agency which issued the final determination.

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

#### **19.00 Nondiscrimination**

The Equal Employment Opportunity Act of 1978 (the "Act"), KRS 45.560 to 45.640, applies to all State government contracts or subcontracts in an amount exceeding \$500,000. The contractor shall comply with all terms and conditions of the Act.

During the performance of this contract, the Contractor agrees as follows:

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age forty (40) and over, disability, veteran status, or national origin or.
- (b) The Contractor shall take affirmative action in regard to employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of compensation, and selection for training, so as to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, age forty (40) and over, disability, veteran status, and national origin.
- (c) The Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age forty (40) and over, disability, veteran status, or national origin.
- (d) The Contractor shall post notices in conspicuous places, available to employees and applicants for employment, setting forth the provisions of this non-discrimination clause.

The Contractor shall send a notice to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding advising the said labor union or workers' representative of the Contractor's commitments under this nondiscrimination clause.

The Contractor's noncompliance with the nondiscrimination clauses of this contract shall constitute a material breach of the contract.

Each Contractor shall, for the length of the contract or at the point at which the contract is covered by this Act and until its conclusion, furnish such information as required by the Act and any rules,

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regulations and orders issued pursuant thereto and permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the Cabinet to ascertain compliance with the Act.

This section applies to agreements disbursing federal funds, in whole or part, only when the terms for receiving those funds mandate its inclusion.

## **20.00 Bidder, Offeror, or Contractor Mandatory Representations Compliance with Commonwealth Law**

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

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

### **Boycott Provisions**

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

If applicable, the contractor verifies that, pursuant to KRS 41.480, they do not engage in, and will not for the duration of the contract engage in, in energy company boycotts as defined by KRS 41.472.

### **Lobbying Prohibitions**

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

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

### **21.00 Artificial Intelligence (AI)**

Vendor agrees to adhere to [CIO-126 Artificial Intelligence Policy.pdf](#), which includes but is not limited to, the required written disclosure, in advance, of every use of generative AI and/or integrations with generative AI system. Vendor agrees to disclose all parts of contracted work that is expected to be or will be performed with the assistance of AI. Further, Vendor understands and agrees to take appropriate measures to ensure Generative AI shall not be used for any activities that are illegal or in violation of state policy, COT policy, or agency policy per CIO-126. Vendors may not use Commonwealth confidential or internal data in generative AI queries or for building

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or training proprietary generative AI programs unless explicitly approved in writing by the agency head with consultation from the COT Chief Information Officer. Vendor agrees to provide reasonable written notice of any issue of noncompliance with these requirements.