



Agricultural Expo & Entertainment Center Public-Private Partnership (P3) REQUEST FOR PROPOSALS



Proposal Due Date
April 7, 2023, 4:00pm Eastern Time

Delivery Address
Somerset-Pulaski Economic Development Authority
306 E. Mt. Vernon Street
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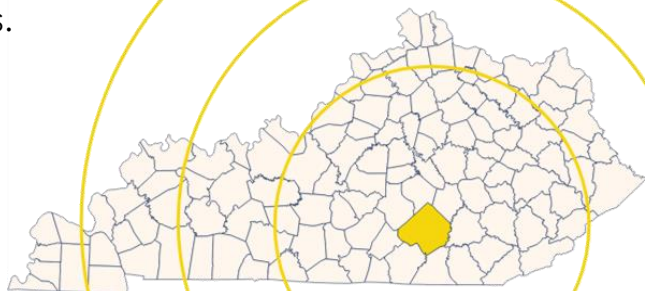
Executive Summary

The Somerset-Pulaski Economic Development Authority (SPEDA) is accepting proposals ("Proposals") to enter into a public-private partnership ("P3") agreement ("P3 Agreement") to design, build, finance, operate, and/or maintain ("DBFOM") an agricultural exposition and multi-purpose sports and entertainment center or alternative entertainment and recreation facilities that meet SPEDA's objectives (the "Project" or "Center"). While SPEDA prefers a comprehensive DBFOM Proposal, Respondents ("Respondents") may submit Proposals to some or all of these components. Only the prequalified teams who were shortlisted during the Request for Qualifications ("RFQ") process are eligible to respond to this RFP, although individual members of the team may be allowed to change.

SPEDA desires to provide maximum flexibility to its Private Partner ("Private Partner" or "Developer") to develop and operate a facility that meets SPEDA's goals in the most economically feasible manner with the optimal balance of risk and reward. Upon selection and award of a P3 agreement, SPEDA looks forward to the Developer providing its industry expertise and advice as the parties work collaboratively to find the best solution for the community.

It is possible the City of Somerset (the "City") or Pulaski County Fiscal Court (the "County") could enter into the P3 Agreement along with or instead of SPEDA, with SPEDA facilitating the procurement and serving as a liaison for the City or County. Where this RFP uses the term "SPEDA", it may also refer to the City or County.

As further elaborated in the RFQ, SPEDA seeks to promote Somerset-Pulaski County's rich agricultural heritage and strong presence in the state's agriculture industry through the construction and operation of a facility equipped to host agricultural exposition events, among other events that generate revenue and provide entertainment or recreational opportunities for residents. A major postsecondary educational institution has also expressed interest in establishing a relationship with the Project, to include potentially leasing the facility to host school events.



I. SPEDA Objectives

SPEDA seeks to accomplish the following objectives with this Project:

- Develop and operate a modern expo facility that meets the specifications required for the different events and groups that would use the center,
- Provide a single point of collaboration and accountability for the design, construction, and performance of the Project.
- Achieve an optimal balance of risk and reward allocation between SPEDA and the Private Partner,
- Generate economic development in Somerset and Pulaski County,
- Improve the quality of life of residents, and
- Develop a Project that highlights the unique attributes of the community.



II. Project Specifications

A. Scope of the Project

SPEDA is accepting Proposals for several Project components: (1) designing and building the Center, (2) financing the Project, (3) operations, and (4) maintenance of the Center. Respondents can respond to some or all of the components of the Project outlined below in a single Proposal document, with preference given to comprehensive DBFOM Proposals. Respondents may submit multiple, alternative Proposals for any of the DBFOM components for SPEDA's consideration. SPEDA reserves the right to accept some components of a Proposal while rejecting others. Upon award of the P3 Agreement, SPEDA will work collaboratively with the Developer to fine-tune the Project within the general scope of the RFP and expects to reasonably compensate the Developer for such services. Proposals should propose a cost for this refinement process.

In the event SPEDA selects a Private Partner that does not provide Operational services, Proposals should address the collaborative process to select an Operator, the associated costs of that process, if and how the Project design could be adjusted to accommodate new operational needs to maximize revenue, and how Operations revenue would impact the Project financing to offset any anticipated SPEDA expenses.

1. Design-Build Proposals

SPEDA is accepting Proposals to design and build the Center. Private Partners will have broad flexibility to propose retail space and other revenue generating activities on the site and may incorporate naming rights and sponsorships into their plans. Respondents may submit multiple Design-Build proposals for SPEDA's consideration.

The preliminary concept for the exposition center consists of an approximately 80,000 square foot complex with an indoor arena that seats approximately 2,500 to 3,000 people, although these specifications may be adjusted to provide the most value to the community while remaining economically feasible. The arena should include concession stands, restrooms, office, and meeting rooms. There should be sufficient parking for spectator vehicles and livestock and horse trailers.

In addition to the main facility, the site plan includes a stall barn, covered warm-up arena, wash areas for livestock, and RV park which could be constructed immediately or in a later Phase of the Project. Other potential amenities could include an outdoor amphitheater and a farmers' market.

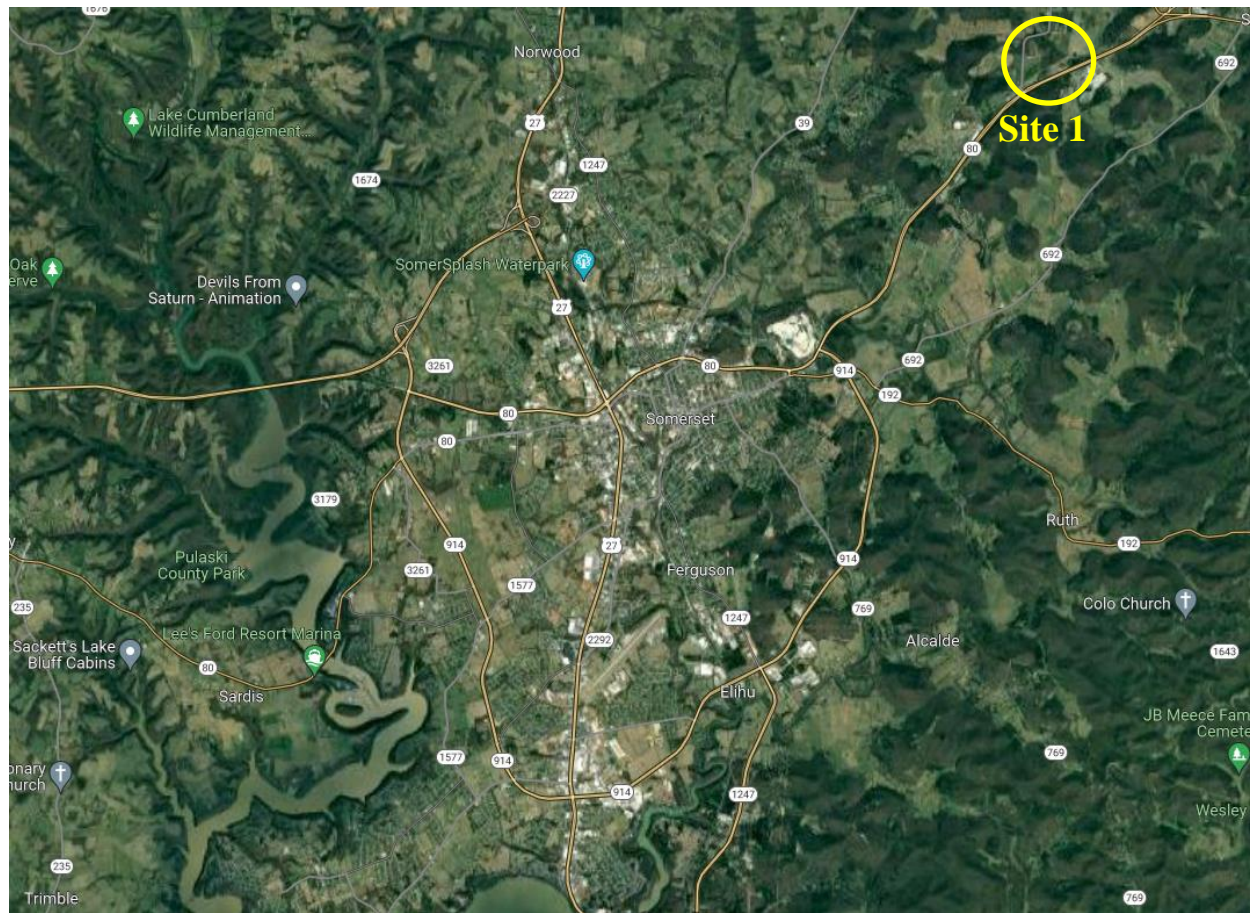


The Center should be designed to host the following types of events ("Desired Events"):

1. Livestock shows
2. Cattle sales
3. Horse shows, barrel races, and rodeos
4. 4-H events
5. Antique tractor shows
6. Tractor and lawn garden tractor pulls
7. Motocross events
8. Demolition derbies
9. Consumer shows, such as gun, knife, and boat shows
10. Archery tournaments
11. Concerts, plays, ceremonies, seminars, and community events
12. Sporting events and practices
13. Other events that further SPEDA's objectives and generate revenue

When not hosting an official event, the Project site should be rentable by community organizations and businesses for meetings and events.

**There Are Several Potential Sites Available
For This Project.**



Site 1:

SPEDA has designated 50 acres on the Northeast side of the outlined area in the imagery below at approximately 37°09'17.8"N 84°31'33.3"W, with the potential to increase the acreage up to 119 acres.



Site 2:

SPEDA no longer has the option to purchase Site 2 described in the RFQ. However, SPEDA has a few other potential sites it can share with Shortlisted Teams. Respondents may also propose alternative locations for the project in their proposals.

Design Build Proposals Special Requirements

1. The Private Partner will be responsible for paying an estimated 1% administration fee to offset SPEDA's expenses for the professional services associated with this Project at financial closing. The City may adjust this amount in the final contract.
2. The Private Partner must pay for a P3 study that addresses the requirements in 200 KAR 5:355(2)(2). SPEDA retains final approval authority over which entity conducts the study. The study must be complete within thirty (30) days after negotiations are completed. Design-Build Proposal cost proposals and schedules should account for the P3 study.
3. Respondents should assume no Davis-Bacon wages will be required.



2. Financing Proposals

SPEDA is accepting Proposals to finance the Project. Respondents should assume SPEDA will provide no funds up front. SPEDA welcomes creative Proposals that take full advantage of all applicable financial incentives, tax credits, naming rights, and sponsorships and will score the Proposals' entire capital stack. Respondents are encouraged to propose revenue-generating uses of the Project site to offset the costs of the project. Respondents may propose financing for a range of amounts and terms or for a maximum amount and term.

If the Respondent submits multiple types of Proposals, whereby the Respondent will recover the costs of design, construction, financing, etc. over a term of years via a regular payment by SPEDA, either through a lease or similar arrangement, then SPEDA understands and expects that the Respondent may desire some sort of a termination fee as part of any such arrangement, whereby its full unamortized capital costs can otherwise be recovered. If a Respondent submits a Proposal offering such an arrangement via a lease whereby the City makes payments over a number of years, the Respondent should include in its Proposal a proposed term, payment schedule, and proposed termination fee, including a provision for the reduction of such fee over the life of the term.

SPEDA retains the right to substitute its own financing options while accepting the remainder of the Respondent's Proposal.

3. Operations Proposals

SPEDA welcomes Proposals that include the Private Partner assuming operational responsibility for the Project. SPEDA's operational needs include overall property management, marketing the Project and events, finding and negotiating appropriate events, performers, and revenue generating activities for the Center, managing the Center's calendar, and event management of the Desired Events in Section II.A.1. Respondents are encouraged to be creative in how they assume and share risk and reward with SPEDA. Operations Proposals should describe the services to be provided, the initial event and revenue generation plan, proposed revenue share, and SPEDA's anticipated rent receipts. Although Operations Proposals will be evaluated independently, Respondents who submit multiple types of Proposals are welcome to articulate the benefits to the City of selecting those Proposals from the same Private Partner team.

4. Maintenance Proposals

SPEDA seeks Proposals that include maintenance of the Center. Maintenance Proposals should outline the types of maintenance services to be provided and associated costs. Maintenance Proposals will be evaluated independently, however, Respondents who submit multiple types of Proposals should articulate the benefits to the City of selecting those Proposals from the same Private Partner team.



B. Duties and Responsibilities of Private Partner

The Private Partner will engage in the following duties and responsibilities, as applicable to the components agreed to by the parties:

1. The Private Partner shall procure all necessary permits and licenses and abide by all applicable laws, regulations, and ordinances of all Federal, State, and local governments in which work under this contract is performed. The contractor shall maintain certification of authority to conduct business in the Commonwealth of Kentucky during the term of this contract. Such registration is obtained from the Secretary of State, who will also provide the certification thereof. However, the contractor need not be registered as a prerequisite for responding to the RFP. Additional local registration or license may be required. The contractor shall pay any sales, use, and personal property taxes arising out of this contract and the transaction contemplated hereby. Any other taxes levied upon this contract, the transaction, or the equipment or services delivered pursuant hereto shall be borne by the Private Partner.
2. Provide performance and payment bonds on the design and construction portions of the agreement as required under KRS 45A.435 and KRS 65.028(5)(b).
3. Provide maintenance bonds, warranties, guarantees, and letters of credit in connection with the Private Partner's activities in the forms and amounts satisfactory to SPEDA, as required under KRS 65.028(5)(b).
4. Provide SPEDA with access to the Private Partner's personnel, documents, and the Project sites for the purpose of monitoring construction progress and operational and maintenance performance, as agreed to be the parties and required under KRS 65.028(5)(d).
5. Maintain public liability insurance or self-insurance in a form and amount satisfactory to SPEDA and reasonably sufficient to insure coverage of tort liability to the public and employees and to enable the continued operation of the Project, as required under KRS 65.028(5)(e).
6. Respond to contractual operational or maintenance requests within an agreed upon time.
7. Participate in scheduled reviews of the Project's performance with SPEDA and its designees.
8. Reasonably respond to SPEDA's requests for information on the Project's status.
9. Coordinate all Project press engagements through the City's designee.

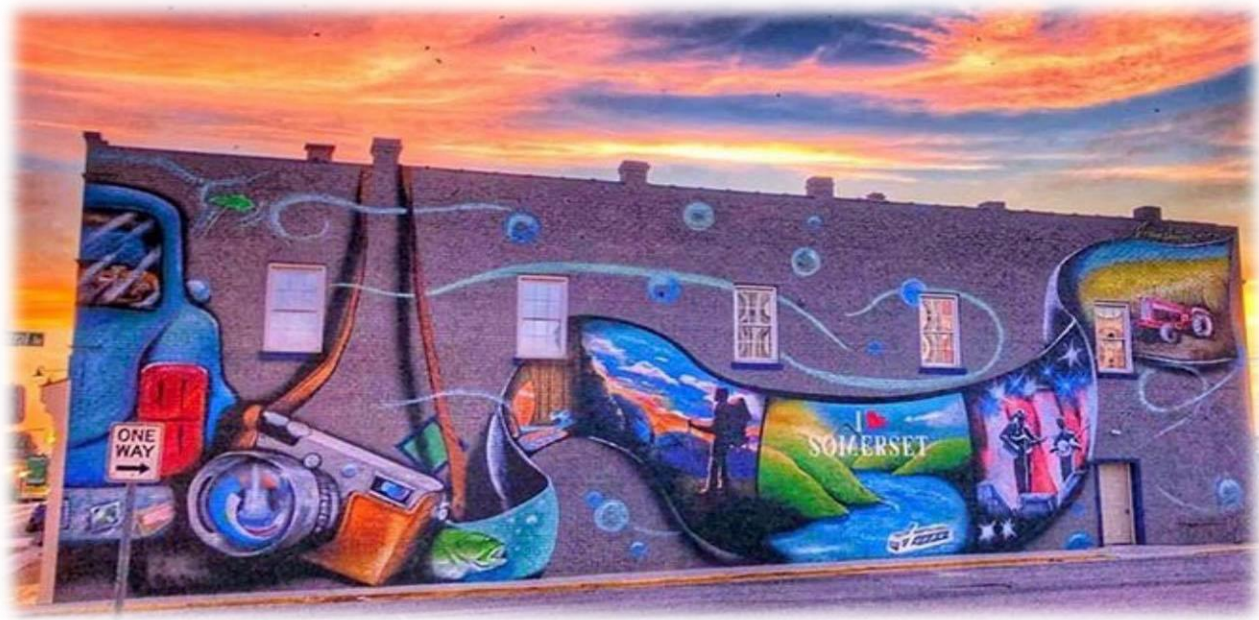
C. Methods of Oversight to be Employed by SPEDA

1. SPEDA employees, representatives, and other designees, to include outside consultants, will monitor the Project's progress and performance.
2. SPEDA will request information from the Private Partners, inspect the Project sites, and interview personnel as necessary to ensure the Private Partner is meeting its obligations.
3. SPEDA will hold regularly scheduled reviews of the Project's performance with the Private Partner.

D. Duties and Responsibilities of Public Partner

SPEDA will assume the following duties and responsibilities:

1. Oversee the Project as outlined in Section II.C.
2. Coordinate with the Private Partner to apply for and secure any necessary permits or meet any other state or federal requirements.
3. Reasonably provide information as necessary for the Private Partner to meet its duties and responsibilities in Section II.B and the P3 Agreement.
4. Approve all proposed substantive changes to the Center design and operations. Such approval will not be unreasonably withheld.



III. Submission Process

A. Proposal Contents

Proposals should be prepared in such a way as to provide a straightforward, concise presentation adequate to satisfy the requirements of this RFP. Emphasis should be concentrated on completeness and clarity. Respondents must sign and submit complete packages including the following, numbered in the same order for ease of review and comparison:

1. Cover Letter

Include a cover letter which outlines the overall capability of the development team, including any partnerships considered for the project and a succinct summary of their collective ability to design, build, finance, operate and/or maintain the Project as described above and any other innovative plans.

2. Private Partner Information

Identify any changes in the proposed Private Partner Team and provide an updated organization chart.

3. Proposal Description

Please submit a detailed description of how the Private Partner would approach the Project, to include proposed DBFOM components. Separately label the Design-Build, Financing, Operations, and Maintenance Proposal sections. Discuss how your team will provide the most value to the community.

4. Design Elements/Architectural Renderings

Submit a description of the design elements of the Proposal in compliance with Section II.A.1. Submit preliminary architectural renderings of the Private Partner's Proposal. Multiple Proposals may be submitted.

5. Budget

Provide a detailed budget that clearly identifies the costs associated with each DBFOM component the Proposal addresses. Proposals may include a narrative to clarify any parts of the budget.

6. Timeline

Provide a detailed Project timeline.

7. Financial Capability

For Financial Proposals, provide audited financial statements together with any other relevant financial information for each Member. If audited financial statements cannot be provided, the developer must provide sufficient financial information to demonstrate that it has the financial resources available to successfully execute a project(s) of this nature and scope.

8. Eligibility for Preferences

Respondents must indicate whether they are eligible for the Small Business, Reciprocal Resident Bidder, and Qualified Bidder preferences and include any required affidavits as outlined in Section IV.C.

B. Proposal Distribution

In order to be considered for selection, Respondents should submit a complete response to the RFP. Five (5) copies and one (1) electronic copy of each Proposal must be submitted. Proposals must be formatted as an 8.5" x 11" document, with the exception of design elements, and typed and arranged/divided in the sequence as indicated in Section III.A above to facilitate evaluation. The Respondent shall make no other distribution of the responses.

The Responses should be placed in a sealed envelope or package for submittal marked "SPEDA Ag Expo Center RFP." All responses shall be received and time-stamped in SPEDA's office no later than 4:00 p.m. Eastern Time on April 7, 2023. Proposals received after this time will not be accepted.

1. Proprietary or Confidential Documents or Trade Secrets

If an Proposal contains documents the Respondent believes are proprietary, confidential or trade secrets under the Kentucky Open Records Act (KRS 61.870 to KRS 61.884), Respondents should **clearly mark each page** containing the exempt information and submit an additional copy of the Proposal with the confidential or proprietary information redacted. Respondents should be prepared to explain the basis for such exemptions.

2. Disposition of Proposals

All Proposals become the property of SPEDA. SPEDA reserves the right to use any and all of the ideas presented in any reply to this RFP. Disposal of unsuccessful Proposals shall be at the discretion of SPEDA.

3. RFP Shared with Commonwealth Agencies

Copies of this RFP will be submitted to the Commonwealth of Kentucky's Finance and Administration Cabinet and the Department of Local Government in accordance with KRS 65.028(9).

C. Communications and Schedule

1. Restrictions on Communications

The RFP Point of Contact named on the Cover Sheet shall be the sole point of contact throughout the procurement process. All communications, oral and written (regular, express, or electronic mail, or fax), concerning this procurement shall be addressed to the RFP Point of Contact. For violation of this provision, SPEDA shall reserve the right to disqualify the Respondent's Proposal.

2. Anticipated Schedule

The anticipated dates for this Project are as outlined herein. SPEDA may revise these dates as it deems necessary or appropriate.

RFP Publication: February 3, 2023

Mandatory Pre-Proposal Meeting: To be scheduled with Shortlisted Teams

Final Response to Written Questions: March 31, 2023

Proposals Due: April 7, 2023

Oral Presentations: Week of April 17, 2023

Selection of Private Partner: Week of April 24, 2023

3. Mandatory Pre-Proposal Meeting

A mandatory pre-proposal meeting shall be held to review this RFP. All questions submitted in writing prior to the meeting will be answered at this time in addition to any questions Respondents ask during the pre-proposal meeting. The meeting will be held at the Somerset-Pulaski Economic Development Authority at a date and time to be agreed upon by SPEDA and the Shortlisted Teams.

4. Written Questions Regarding this RFP

Respondents are encouraged to submit written questions to the RFP Point of Contact via email at chris@speda.org. No questions shall be accepted after the date listed in Section III.C.2 above unless the question(s) is considered material to the procurement.

SPEDA shall respond to salient questions in writing on a rolling basis by issuing an addendum to the solicitation. Addenda shall be posted to SPEDA's website at <https://somersekyleads.com/opportunities/>. Respondent agrees that SPEDA will not be responsible for any oral responses.

5. Access to Solicitation, RFP, and Addenda

SPEDA wants each prospective Respondent to have full and complete information on which to base a response. Respondents should only rely on the written information in this RFP, attachments, and addenda and not on any oral responses. The solicitation, addenda, and attachments shall be posted to SPEDA's RFP site at <https://somersekyleads.com/opportunities/>. In the event of any conflict or variation between the solicitation or modification as issued by SPEDA and the Respondent's response, the version as issued shall prevail.

6. Acknowledgment of Addenda

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

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



IV. Selection and Evaluation Process

A. Selection Process

Respondents are asked to submit a detailed response to the RFP and any updates to their Statements of Qualifications. It is anticipated that upon receiving the Proposals, SPEDA's Selection Committee will review submissions from Shortlisted Teams and select a Respondent(s) for competitive negotiations based upon best value, determined by the extent to which the submissions meet the standards and qualifications contained in the Evaluation Criteria. At the conclusion of that process, the Selection Committee will recommend a finalist(s) as the Private Partner(s) for this Project.

1. Initial Review

The Selection Committee will conduct an initial review of Proposals received for completeness. Proposals shall be completed in all respects as required by this RFP. A Proposal may be rejected if it is incomplete, contains any alterations or other irregularities of any kind, and will be rejected if any such defect or irregularity can materially affect the quality of the information. A Proposal which contain false or misleading statements may be rejected. If, in the opinion of SPEDA and Selection Committee, such information was intended to mislead the Selection Committee in its evaluation of the Proposal, and the attribute, condition, or capability is a requirement of this RFP, the Proposal will be rejected. The Selection Committee also reserves the right to waive minor technicalities or irregularities in Proposals if such action is in SPEDA's best interest. Such waiver shall in no way modify the RFP requirements or excuse the Respondent(s) from full compliance with the RFP and applicable law. Statements made by a potential Private Partner shall also be without ambiguity, and with adequate elaboration, where necessary, for clear understanding.

The Respondent, in responding to this RFP, must submit Proposals in the format identified in this RFP. The Proposal must address all requirements of the RFP even if a "no response" is appropriate. Costs for developing Proposals or in connection with any interview or negotiation related to this RFP are entirely the responsibility of the Respondent and shall not be chargeable to SPEDA.

2. Evaluation

SPEDA's Selection Committee will evaluate complete Proposals submitted by Shortlisted Teams based on the evaluation criteria, the small business preference, the reciprocal preference for resident bidders, and the qualified bidder preference, as outlined below.

SPEDA reserves the right to request additional information from Respondents and may elect to visit Respondents' completed projects. SPEDA reserves the right to require Oral Presentations/Demonstrations to verify or expand on the Proposal. SPEDA reserves the right to reject any or all Proposals in whole or in part based on the oral presentations/demonstrations. If required, the highest-ranking Respondents will be invited. The City reserves the right to not conduct oral presentations/demonstrations if they do not affect the final rankings.

The Selection Committee will evaluate the Design-Build, Finance, Operations, Maintenance Proposals separately, even if one Respondent were to submit multiple types of Proposals in one submission.

3. Selection of Private Partner

Following any interviews, the Selection Committee will recommend to SPEDA's Board a shortlist of Respondents for competitive negotiations. SPEDA will select the final Proposal(s) that is most advantageous to SPEDA.

B. Evaluation Criteria

SPEDA will rely on the following criteria and corresponding weights to evaluate Design-Build, Operations, and Maintenance Proposals:

| <u>Criteria</u> | <u>Maximum Points Possible</u> |
|--------------------------------|---------------------------------------|
| Technical Solution | 600 |
| Cost Proposal | 200 |
| Oral Presentation | 200 |
| Maximum Points Possible | 1000 |

The City will use the following criteria and weight to evaluate Financing Proposals:

| <u>Criteria</u> | <u>Maximum Points Possible</u> |
|--------------------------------|--------------------------------|
| Financial Terms | 1000 |
| Maximum Points Possible | 1000 |

The Selection Committee will consider several factors when scoring financing proposals, to include, but not limited to, the following:

- a. Amount proposer/lender is willing to finance,
- b. Interest rate,
- c. Length of term,
- d. Total of lease/debt service payments,
- e. Costs of issuance (lender fee, counsel fees, etc.),
- f. Prepayment provisions,
- g. Other terms and conditions, and
- h. Lender experience in financing similar projects.

C. Preferences and Conditions

1. Small Business Preference

Preference will be given to a plan that includes the involvement of small businesses as subcontractors, to the extent that small businesses can provide services in a competitive manner, unless any preference interferes with the qualification for funds, as required under KRS 65.028(5)(k). Proposals must include a statement in the Proposal Description section explaining the involvement of small businesses in the delivery of the Project or lack thereof.

2. Reciprocal Resident Bidder Preference

If the Selection Committee awards the same score to a resident bidder and a nonresident bidder, preference shall be given to the resident bidder, as required under KRS 65.027(2), KRS 45A.490 to 45A.494, and 200 KAR 5:400. Any Respondent claiming resident bidder status shall submit along with its response a notarized affidavit that affirms that it meets the criteria to be considered a resident bidder as set forth in KRS 45A.494(2), available at the following link:

<https://finance.ky.gov/office-of-the-secretary/FinanceForms/Affidavit%20for%20Claiming%20Resident%20Bidder%20Status.pdf>. Respondents not claiming eligibility for resident bidder status shall indicate its state of residence.

3. Qualified Bidder Preference

Preference shall be given to qualified bidders, as required under KRS 45A.470. Any Respondent claiming qualified bidder status shall submit a notarized affidavit that affirms that it meets the criteria, available at the following link: <https://finance.ky.gov/office-of-the-secretary/FinanceForms/Affidavit%20for%20Bidders%20Offerors%20and%20Contractors%20Claiming%20Qualified%20Bidder%20Status.pdf>.

4. No Contract Guaranteed

SPEDA reserves the right to request necessary modifications, reject any or all Proposals, reject any Proposals that do not meet any mandatory requirements under this RFP or applicable law, or cancel this process at any time prior to execution of the P3 Agreement, according to the best interests of SPEDA.

5. Local Government P3 Board Review

The Commonwealth of Kentucky's Local Government P3 Board must review and approve any P3 Agreement with a total contractual value that equals or exceeds 30% of the general fund revenues received the previous year by the local governments which are signatories to the P3 Agreement. The Local Government P3 Board is required to follow the procedures in KRS 65.028(12).

6. Legislative Approval Required

A contract will only take effect if approved by the Local Government P3 Board and executed by the legislative bodies of the local governments that are signatories to the P3 Agreement.

V. Required Contract Terms

By responding to this RFP, Respondents agree to the following terms in the P3 Agreement:

1. Contract Components and Order of Precedence

SPEDA's acceptance of the Private Partner's offer in response to the solicitation, indicated by signing the P3 Agreement, shall create a valid contract between the Parties consisting of the following:

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

2. Final Agreement

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

3. Contract Provisions

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

4. Modifications and Waivers

No modification, change, or waiver of any provision in the contract shall be made, or construed to have been made, unless such modification or waiver is mutually agreed to in writing by the Private Partner and SPEDA, and incorporated as a written amendment to the contract.

Memorandum of understanding, written clarification, and/or correspondence shall not be construed as amendments to the contract.

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

5. Changes in Scope

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

6. Contract Conformance

If SPEDA determines that deliverables due under the contract are not in conformance with the terms and conditions of the contract and the mutually agreed-upon project plan, SPEDA may request the Private Partner to deliver assurances in the form of additional contractor resources and to demonstrate that other major schedules will not be affected. SPEDA shall determine the quantity and quality of such additional resources and failure to comply may constitute default by the Private Partner. SPEDA reserves the right to award any contract to the next highest scoring Respondent, if the successful Respondent does not execute within a specified deadline the contract after selection of a preferred Private Partner.

7. Assignment

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

8. Conformance with Laws and Regulations

This contract is subject to the laws of the Commonwealth of Kentucky and, where applicable, Federal law. Any litigation with respect to this contract shall be brought in state or federal court in Pulaski County, Kentucky.



VI. Conclusion

SPEDA is excited at the opportunity to collaborate with a qualified and innovative Partner to deliver this Project. Thank you for your interest in this Public-Private Partnership and we look forward to reviewing your Proposals.

