



# Commonwealth of Kentucky CONTRACT

**DOC ID NUMBER:**

PON2 040 2400001859

Version: 1

Record Date:

Document Description: Pension Litigation

Cited Authority: FAP111-09-00-12-L  
PSC Legal Not feasible to bid

Reason for Modification:

**Issuer Contact:**Name: Michelle Lacy  
Phone: 502-696-5615  
E-mail: michelle.lacy@ky.gov**Vendor Name:**

Oldfather Law Firm PLLC

1330 South Third Street

Louisville KY 40208

**Vendor No.**

KS0010570

**Vendor Contact**Name: Ann B. Oldfather  
Phone: 502-637-7200  
Email: aoldfather@oldfather.com

Effective From: 07/01/2024

Effective To: 06/30/2026

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
1		0.00000		Legal Services - Pension Litigation	\$0.000000	\$1.00	\$1.00

**Extended Description:**

The Office of the Attorney General on behalf of the Commonwealth of Kentucky enters this contract for legal services for pension litigation for Civil Action 20-CI-00590. Legal services include, but are not limited to investigating, litigating and resolving claims to recover damages for the breach of certain fiduciary duties and aiding and abetting the breach of fiduciary duties, which have combined to cause financial injury to the Commonwealth and its taxpayers, citizens, and pension plan beneficiaries.

**Shipping Information:**Office of the Attorney General - Civil Branch  
700 Capitol Avenue, Suite 120

Frankfort KY 40601

**Billing Information:**Office of the Attorney General  
1024 Capital Center Dr, Suite 200

Frankfort KY 40601

**TOTAL CONTRACT AMOUNT:****\$1.00**

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PERSONAL SERVICE CONTRACT FOR  
PENSION LITIGATION

BETWEEN

THE COMMONWEALTH OF KENTUCKY

OFFICE OF THE ATTORNEY GENERAL  
AND

OLDFATHER LAW FIRM, PLLC  
1330 South Third Street  
Louisville, KY 40208

This Personal Service Contract (PSC) is entered into, by and between the Commonwealth of Kentucky, Office of the Attorney General (“the Commonwealth” or “OAG”) and Oldfather Law Firm, PLLC, (“the Contractor”) to establish a contract to retain private lawyers to prosecute Civil Action No. 20-CI-00590. This PSC is effective 07/01/2024 and expires 06/30/2026.

The Commonwealth and Contractor agree to the following:

**I. Scope of Contract**

Legal services include, but are not limited to investigating, litigating and resolving claims to recover damages for the breach of certain fiduciary duties and aiding and abetting the breach of fiduciary duties, which have combined to cause financial injury to the Commonwealth and its taxpayers, citizens, and pension plan beneficiaries, as set forth in Civil Action No. 20-CI-00590 (currently styled COMMONWEALTH, et al., v. KKR & CO., L.P., et al., (Franklin Circuit Court, Frankfort, KY) (the Litigation )), (as well as any claims against similarly situated defendants whom discovery may demonstrate have engaged in similar conduct) including claims against any subsidiaries, partners, affiliates, contractors and subcontractors, predecessors, successors or parent entities of the named defendants. The Commonwealth is the Plaintiff in the Litigation.

Contractor shall assist in all phases of the investigation and litigation, including preparation of amended complaint(s), filing of amended complaint(s) and service of summons, responding to motions, including motions to dismiss; drafting and propounding discovery of the defendants and answering discovery propounded upon the Commonwealth or any of its agencies; tracking and analyzing documents obtained in discovery; taking depositions; defending depositions noticed by the defendants; preparing relevant witnesses for depositions; responding to motions for summary judgment or other pretrial dispositive motions; identification of experts to testify in favor of the Commonwealth or other state agencies; preparation of expert witnesses for deposition or trial testimony; assessing the strength of legal arguments propounded by the litigants; preparation of legal arguments on motions; dealing with discovery disputes; representing the Commonwealth in trial or in any settlement negotiations that may occur; representing the Commonwealth in

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responding to post-trial motions; representing the Commonwealth in appellate proceedings including but not limited to the appeal(s) of any judgment or verdict rendered in any such action(s) and, if applicable, the remand from appeal(s), and specifically with regard to any defendant who declares bankruptcy, representing the Commonwealth in such bankruptcy matters, including appearing at hearings, soliciting discovery, negotiating with any relevant parties, filing proofs of claims and all other actions necessary to protect the interests of the Commonwealth and its taxpayers, citizens, and pension plan beneficiaries.

The Contractor shall at all times be subject to the supervision of the OAG, which shall include but not be limited to determining whether and when to initiate litigation, against whom actions will be taken, the claims to be made in said litigation, authority to file motions, briefs and other documents in court on behalf of the OAG, approval and/or rejection of settlements and the amount and type of damages to be requested, trial strategy and conduct, appellate strategy and conduct, and other significant matters incident to the representation.

The OAG has determined that sufficient and appropriate legal and financial resources do not exist within the OAG to pursue the litigation without outside counsel. The OAG anticipates that the amount of time and labor required to perform the requested services exceeds that which is available. In addition, the novelty, complexity, and difficulty of the matter are such that outside counsel is needed. The skill required to perform the requested services properly is of the highest level, and the geographic area where the legal services are to be provided will likely involve work in major metropolitan areas of the country. The Office has determined that experience in highly complex civil litigation involving multiple defendants is desired for the particular kind of legal services to be provided.

## **II. 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.

## **III. Negotiated Items**

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Not Applicable.

#### **IV. Pricing**

Contractor's payment for this Contract shall be one dollar (\$1.00). Because Civil Action No. 20-CI-00590 is a continuation of the litigation in Case No. 17-CI-01348 and is pending in the same court, involves the same parties and the same claims, the Parties agree that the Contractor will be paid pursuant to the contract for Civil Action No. 17-CI-01348, entered into pursuant to RFP 040 2000000192, which contract was renewed 07/01/2022. The Contractor will be entitled to its contingency fee under the prior contract, regardless of which case number the claims are litigated in, and whether recovery is by means of settlement, judgment or otherwise. Thus, only nominal additional payment to the Contractor will be made under this Contract.

Consistent with the terms of the above referenced prior existing Contract, Contractor agrees to advance litigation costs and expenses incurred by its own attorneys and staff, including but not limited to travel, meals, mileage, lodging, photocopying, postage, electronic legal research fees, etc.

Additionally, Contractor agrees to advance costs of any and all expert witnesses, consultants, court reporter and transcript fees, translation services, etc., as may be necessary in furtherance of this case. Contractor will consult with the OAG before employing any expert witnesses, consultants, or translators. The OAG shall have the final approval of the retention of any expert witnesses or consultants and any fee arrangements paid to those individuals.

#### **Costs of litigation and any additional costs**

This litigation will require advancement of litigation costs in the range of \$5 million or more. The OAG has determined that a case like this can only be successfully prosecuted when the money that needs to be spent is available and committed. The Contractor certifies that it has the resources available to meet litigation costs required to prosecute the matter for which this contract is executed. The Contractor shall advance and, even in the event of a Gross Recovery, absorb the entirety of the litigation costs incurred to prosecute the matter for which this contract is executed and the costs incurred by the Contractor and own attorneys and staff, including but not limited to travel, meals, mileage, lodging, and miscellaneous office expenses; the costs of any and all expert witnesses, consultants, translation services, etc., as may be necessary in furtherance of this case; filing fees paid to a court; subpoena and witness fees; deposition transcript expenses; reasonable and necessary expenses paid to document repositories, e- discovery or document vendors, trial consultants, jury consultants, Westlaw or other legal research providers; and any other reasonable litigation expenses necessary to the pursuit of the Commonwealth's claims as directed by the OAG.

Excluded from this commitment are litigation costs incurred internally by the OAG or staff of the OAG for their participation in the litigation, such as travel, copy, staffing, research, and the like.

Although the OAG shall have no financial responsibility for any costs of litigation incurred by the Contractor or its Subcontractors, if the OAG requests, expenses shall be documented in a format

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requested by the OAG and the Contractor will consult with the OAG before employing any expert witnesses, consultants, or translators. The OAG shall have the final approval of the retention of any expert witnesses or consultants and any fee arrangements paid to those individuals.

The Contractor shall use software compatible with software used by OAG, including Microsoft Office, Adobe Acrobat Pro, and other case management and document management software necessary to perform the services hereunder. The Contractor shall make available, through licenses or otherwise, case management or document management software to employees of the OAG assigned to this matter. The Contractor shall provide appropriate training and support related to the case management or document management software to employees of the OAG assigned to this matter.

#### **V. Invoicing**

The Contractor shall submit an invoice detailing the amount of the Gross Recovery and the amounts due under the contract for Civil Action No. 17-CI-01348, entered into pursuant to RFP 040 2000000192, which contract was renewed 07/01/2024. The Contractor will be entitled to its contingency fee under the prior contract, regardless of which case number the claims are litigated in, and whether recovery is by means of settlement, judgment or otherwise.

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**Personal Service Contract Standard Terms and Conditions  
Revised June 2023**

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

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

**1.00 Effective Date**

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

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

**2.00 Renewals**

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

**3.00 LRC Policies**

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

**4.00 Choice of Law and Forum**

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

**5.00 EEO Requirements**

The Equal Employment Opportunity Act of 1978 applies to All State government projects with an estimated value exceeding \$500,000. The contractor shall comply with all terms and conditions of the Act.

**6.00 Cancellation**

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

**7.00 Funding Out Provision**

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

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### **8.00 Reduction in Contract Worker Hours**

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

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

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

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

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

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

<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>

### **10.00 Invoices for fees**

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

**Pursuant to KRS 45A.695, 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>

### **11.00 Travel expenses, if authorized**

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

### **12.00 Other expenses, if authorized herein**

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

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

**13.00 Purchasing and specifications**

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

**14.00 Conflict-of-interest laws and principles**

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

**15.00 Campaign finance**

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

**16.00 Access to Records**

The state agency certifies that it is in compliance with the provisions of KRS 45A.695, "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The Contractor, as defined in KRS 45A.030, agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this agreement for the purpose of financial audit or program review. The Contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the agreement and shall be exempt from disclosure as provided in KRS 61.878(1)(c).

**17.00 Protest**

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

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



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

**Holly M. Johnson, Secretary**

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

The Secretary of Finance and Administration Cabinet shall promptly issue a decision in writing. A copy of that decision shall be mailed or otherwise furnished to the aggrieved party and shall state the reasons for the action taken.

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

**18.00 Social Security**

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

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

**19.00 Violation of tax and employment laws**

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

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

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

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

**20.00 Discrimination**

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

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

The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity or age. The Contractor further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The Contractor agrees to provide, upon request, needed reasonable accommodations. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

In all solicitations or advertisements for employees placed by or on behalf of the Contractor, the Contractor will state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.

The Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding a notice advising the said labor union or workers' representative of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.

The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions that may be imposed and remedies invoked as provided in or as otherwise provided by law.

The Contractor will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

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The contractor represents that, pursuant to [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**

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.

#### **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.

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**Approvals**

This contract is subject to the terms and conditions stated herein. By affixing signatures below, the parties verify that they are authorized to enter into this contract and that they accept and consent to be bound by the terms and conditions stated herein. In addition, the parties agree that (i) electronic approvals may serve as electronic signatures, and (ii) this contract may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single contract.

**1st Party:**

Stacy R. Woodrum  
Signature

Stacy Woodrum  
Printed Name

Executive Director  
Office of Administrative Services  
Title

February 28, 2024  
Date

**2nd Party:**

Ann B. Oldfather  
Signature

ANN B. OLDFATHER  
Printed Name

member; OLDFATHER LAW Firm, PLLC  
Title

2/28/2024  
Date

**Approved as to form and legality:**

Christopher Thacker  
Attorney