



Commonwealth of Kentucky  
SOLICITATION

Modification: No      Version #:

<b>TITLE:</b> KLEC ENFORCEMENT COUNSEL		
<b>Date Issued:</b> 10/08/2025 <b>Record Date:</b> 10/08/2025	<b>Solicitation Closes</b> <b>Date:</b> 10/31/2025 <b>Time:</b> 14:00	<b>Solicitation No:</b> RFI      005      2600000006
<b>Online Bidding Prohibited:</b> Yes		
<b>For Information Call:</b> Regina K Long 502-564-8100		<b>Bid Receiving Location:</b> Legislative Research Commission  702 Capitol Ave, Room 076  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>Address:</b>  <b>City, State, Zip:</b>  <b>Contact Name:</b>  <b>Contact Email:</b>  <b>Contact Phone Number:</b>	<b>Payment</b>  <b>Address:</b>  <b>City, State, Zip:</b>  <b>Contact Name:</b>  <b>Contact Email:</b>  <b>Contact Phone Number:</b>	
<b>Ownership Type</b>  ___ Sole Proprietorship    ___ Partnership    ___ Corporation    ___ 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.*



# Commonwealth of Kentucky

## SOLICITATION

Modification: No

Version #:

Line Items

Commodity Group: Default

Line	CL Description	Quantity	UOM	Unit Cost	Line Total or Contract Amnt
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1	KLEC ENFORCEMENT COUNSEL				
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Comm Code	Comm Description	Manufacturer	Model #	Manuf Part #
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96149	Legal Services, Attorneys			
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Extended Description

The purpose of this Request for Information (RFI) is to provide the Kentucky Legislative Ethics Commission ("KLEC" or Commission), with a qualified Enforcement Counsel. KLEC is an independent authority and agency of the legislative department of state government, is currently accepting proposals from qualified firms and attorneys ("Provider") to provide professional legal services as outside enforcement counsel to investigate and prosecute complaints.

Enforcement Counsel serves as legal advisor and lead prosecutor for the Legislative Ethics Commission, ensuring compliance with state ethics laws governing members of the legislature, staff, lobbyists, and associated parties. Enforcement Counsel Provides legal analysis, guidance, and representation in investigations, hearings, and enforcement actions before the Commission.

Enforcement Counsel would be responsible for handling complaints filed with the Commission pursuant to KRS 6.686 as needed.

Shipping Information			Billing Information		
Legislative Research Commission			Legislative Research Commission		
702 Capitol Ave, Room 076			702 Capitol Ave, Room 076		
Frankfort	KY	40601	Frankfort	KY	40601



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**Submission Checklist**

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

**Item**

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**KENTUCKY LEGISLATIVE ETHICS COMMISSION**

**REQUEST FOR INFORMATION (RFI)**

**LEGAL SERVICE PROVIDER**

**TO SERVE AS**

**ENFORCEMENT COUNSEL**

**RFI SOLICITATION 2600000006**

**RELEASE DATE OF SOLICITATION: 10/08/2025**

**CLOSING DATE OF SOLICITATION: 10/31/2025**

**POINT OF CONTACT**

**LORI SMITHER**

**KENTUCKY LEGISLATIVE ETHICS COMMISSION**

**22 MILL CREEK PARK**

**FRANKFORT, KY 40601**

**502-564-9076**

**EMAIL: LORI.SMITHER@KYLEGISLATURE.GOV**

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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 Legislative Research Commission must deem the proposal non-responsive and shall not be considered for award.

All other items **MUST** be submitted prior to award.

\_\_\_\_\_ SIGNED AND COMPLETED SOLICITATION

\_\_\_\_\_ PROPOSED SOLUTION (TECHNICAL)

\_\_\_\_\_ PROPOSED SOLUTION (COST)

\_\_\_\_\_ TRANSMITTAL LETTER

\_\_\_\_\_ REQUIRED AFFIDAVIT(S) IF APPLICABLE

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## **REQUEST FOR INFORMATION**

### **ENFORCEMENT COUNSEL**

**2600000006**

## **1.00 PURPOSE AND BACKGROUND**

### **A. PURPOSE**

The purpose of this Request for Information (RFI) is to provide the Kentucky Legislative Ethics Commission ("KLEC" or "Commission"), with a qualified Enforcement Counsel. KLEC is an independent authority and agency of the legislative department of state government, is currently accepting proposals from qualified firms and attorneys ("Provider") to provide professional legal services as outside enforcement counsel to investigate and prosecute complaints.

Enforcement Counsel serves as legal advisor and lead prosecutor for the Legislative Ethics Commission, ensuring compliance with state ethics laws governing members of the legislature, staff, lobbyists, and associated parties. Enforcement Counsel Provides legal analysis, guidance, and representation in investigations, hearings, and enforcement actions before the Commission.

Enforcement Counsel would be responsible for handling complaints filed with the Commission pursuant to KRS 6.686 as needed.

This position has a rate of pay of \$125 per hour for legal services provided by Enforcement Counsel. That is the Maximum Rate Schedule for private attorneys and law firms, set by the LRC Government Contract Review Committee in Policy Statement 99-1 (Amended January 8, 2002).

The initial Personal Service Contract as a result of this RFI shall be for up to a twenty-four (24) month period commencing at a date to be determined and ending on June 30, 2027. Thereafter, the contract shall be eligible for three (3) annual renewals, subject to mutual agreement of the parties. Any resulting contract(s) may be terminated at KLEC's discretion, either with or without cause, upon thirty (30) days written notice to the Provider. The Provider or Providers selected from this RFI process will not be prohibited from submitting a proposal for any subsequent Contract.

### **B. BACKGROUND**

The KLEC is established pursuant to KRS 6.651, and is responsible for the administration of the Kentucky Code of Legislative Ethics (KRS 6.601 to 6.849), with jurisdiction over the disposition of complaints filed pursuant to KRS 6.686.

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The Commission is composed of nine (9) members. Four (4) members are appointed by the President of the Senate, and four (4) members are appointed by the Speaker of the House, with one (1) member appointed by the Legislative Research Commission (1). The commissioners are appointed to staggered 4-year terms. See KRS 6.651.

Commission meetings are open to the public and comply with the Kentucky Open Meetings statutes found at KRS 61.800-850 et.seq. Administrative management of KLEC is vested in an Executive Director who is appointed by the Commission. KLEC currently employs four (4) full-time staff members at its office at 22 Mill Creek Park, in Frankfort, Kentucky.

This RFI is posted on the KLEC website at <http://klec.ky.gov>. All notifications, releases, and amendments will be posted to the website. Kentucky Legislative Ethics Commission will make no attempt whatsoever to contact potential providers with updated information. It is the sole responsibility of each individual potential provider to periodically check the website for updated information.

This RFI is not subject to the provisions of KRS Chapter 45A (the Kentucky Model Procurement Code), but rather is issued in accordance with the specific statutory authority granted by KRS 6.666(14) which enables the KLEC to contract with any public or private agency or educational institution or any individual” to discharge the duties of the Commission. Proposals will be accepted and considered from any attorney or law firm that meets the minimum qualifications and is willing and able to provide all the services outlined in the relevant Scope of Services section at the rate of pay set forth above. All qualified firms and attorneys are encouraged to respond.

## **2.00 REQUEST FOR INFORMATION REQUIREMENTS**

The KLEC shall have the absolute right to approve or disapprove the Provider/Enforcement Counsel and/or require the removal or reassignment of any personnel found by KLEC to be unwilling or unable to perform under the terms of the contract.

Enforcement Counsel must be able to maintain a strict non-partisanship while providing these services and to uphold the strict confidential nature of Legislative Ethics work.

Applicants should not contact any member of the Kentucky Legislative Ethics Commission concerning the RFI process until after the process is completed. Submission questions should be directed to the designated contact for this RFI, Lori Smither. In order to facilitate current business operations, a limited exception to this rule applies to any Provider currently representing KLEC. However, any contact made by such Providers must be limited to current

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business matters arising under a previously existing Contract only, and shall not relate to this RFI.

The KLEC reserves the right to waive minor irregularities in submissions/applications. This right is at the sole discretion of the Chair and Executive Director.

## **2.10 Vendor Background and Experience**

The Enforcement Counsel requirements are as follows:

- A. Juris Doctor degree, active license to practice law in Kentucky.
- B. Demonstrated experience in litigation, administrative law, ethics law, or regulatory enforcement.
- C. Strong knowledge of legislative ethics, government accountability, and legislative processes.
- D. Excellent skills in legal writing, oral advocacy, and statutory interpretation.
- E. Ability to analyze complex factual situations and apply relevant legal principles.
- F. Capacity to work independently, exercise discretion, and manage multiple cases simultaneously.
- G. Strong ethical standards and commitment to public integrity.

## **Resume/References**

- A. Name, title, and complete contact information of the individual applying to provide services as Enforcement Counsel.
- B. Provide a current curriculum vitae (CV) or résumé highlighting relevant education, certifications, and professional experience. Resumes should detail educational qualifications, admitted jurisdictions, work experience, licenses and/or certifications, special awards or recognitions, membership in any professional organizations, and any previous work experience in specific areas of expertise.
- C. A summary of recent and relevant legal experience, including client type, duration.
- D. Provide at least three (3) professional references.
- E. Proof of insurance and coverage amounts for all legal malpractice and professional liability policies the Provider carries;
- F. A statement of whether the Provider has settled any past claims related to the provision of similar services;
- G. A statement of whether the Provider has any current claims pending against it related to the provision of similar services;
- H. Full disclosure of:



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1. any prior commitments of Provider which could potentially interfere with its ability to perform the services required by this position;
2. any prior or current work, clients, or litigation which could result in a conflict of interest for the Provider, should it be engaged to perform legal services for KLEC;
3. any business affiliations or professional associations that could potentially pose a conflict of interest for the Provider, should it be engaged to perform legal services for KLEC; and
4. a list and description of any professional relationship(s) the Provider (or any of its current partners, principals, agents, employees, or staff) has with: any member of the Kentucky General Assembly, Kentucky Legislative Ethics Commission, any employee of the Kentucky Legislative Research Commission, or any legislative agent (lobbyist) or registered employer of lobbyists as defined in KRS 6.611(12) and (23), respectively. Please note that such disclosures will be a continuing requirement for the life of the Contract;

I. Respond to the following question: Has the Provider (or any of its current partners, principals, agents, employees, or staff) been censured, fined, or reprimanded, either publicly or privately, by any licensing or regulatory body within the last ten (10) years?

### **3.00 SCOPE OF WORK**

Legal services, as Enforcement Counsel for the Commission, will be provided on a strictly as-needed basis, and there will be no guarantee of any minimum amount of work. Services will include, but not necessarily be limited to, the following:

Investigate and prosecute complaints filed with the Commission pursuant to KRS 6.686 that accuses one (1) or more persons of violating a provision of KRS 6.601 to 6.849 (the KY Code of Legislative Ethics).

Conduct legislative ethics investigations as set forth in the Code, provide related legal advice, submit reports to the agency, appear at hearings as needed, and provide related services, as directed by the agency.

Handle investigation, review, evaluation, and presentation of complaint matters from the initial complaint, including any preliminary inquiry, and adjudicatory proceedings, through completion. See KRS 6.686, KRS 6.691, 2 KAR 2:050, and 2 KAR 2:060.

### **4.00 DELIVERABLES**

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Enforcement Counsel shall:

- A. Maintain confidentiality as required by relevant statutes and state regulations.
- B. Advise KLEC Executive Director, General Counsel, and/or Chair immediately of any personal or professional conflicts with parties or matters before the Commission.
- C. Provide timely status reports of work.
- D. Submit monthly invoices for time and expenses using the provided forms and KLEC/LRC Business Office reimbursement vouchers.
- E. Attend KLEC meetings, at the Capitol Annex, as needed.
- F. Travel to KLEC office in Frankfort, Kentucky, as needed.

## **5.00 OWNERSHIP OF WORK PRODUCT**

All documentation produced by the Enforcement Counsel in connection with the legal services may become the exclusive property of the KLEC.

## **6.00 REPORTING/MONITORING REQUIREMENTS**

Enforcement Counsel shall:

- A. Ensure that all required documents are submitted to the KLEC in a timely manner.
- B. Ensure responsibility for the faithful performance of the services.
- C. Produce any needed documents and/or reports that may be necessary upon the request of the KLEC.

## **7.00 REQUEST FOR INFORMATION SCHEDULE OF ACTIVITIES**

The following schedule presents the major activities associate with the RFI distribution, and submissions. The KLEC reserves the right, at its sole discretion, to change the Schedule of Activities, including the associated dates and times.

Release of RFI: 10/08/2025

Proposals Due by: 2:00 PM 10/31/2025

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

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**APPLICATIONS:** The KLEC is seeking your input through a written application which can be sent via email to the below point of contact for this RFI.

**INQUIRY PERIOD:** Inquiries and requests for clarification or interpretation of this RFI from potential providers will only be accepted if submitted in writing, via email before 4:30 p.m. EST on October 15, 2025. Please e-mail all inquiries to:

Kentucky Legislative Ethics Commission

ATTN: Lori Smither

22 Mill Creek Park

Frankfort, KY 40601

E-mail: lori.smither@kylegislature.gov

Fax: (502) 564-9076

**PRESENTATION TO COMMISSION:** The KLEC Chair shall appoint a personnel committee of the Commission, and will present its review of the applicants to the KLEC at its next scheduled meeting after review of responses and any necessary interviews. Thereafter, the KLEC will vote on its final selection(s) of Provider(s) to satisfy the RFI.

**SELECTION ANNOUNCEMENT (TENTATIVE):** KLEC will notify all Providers that submitted a qualified submission once a final selection has been made.

## **8.00 KLEC DELIVERABLES**

Enforcement Counsel shall accept the KLEC's right to undertake or award other contracts for additional or related work and the Enforcement Counsel shall fully cooperate with KLEC staff and other KLEC providers.

## **9.00 REQUEST FOR INFORMATION CONFIDENTIALITY**

Informational areas which normally might be considered proprietary or confidential shall be limited to individual personnel data, client references, selected financial data, formulae and financial audits which, if disclosed, would permit an unfair advantage to competitors. If a proposal contains information in these areas that a provider declares proprietary in nature and not available for public disclosure, the provider shall declare in the Transmittal Letter the inclusion of proprietary information and shall noticeably label as proprietary each

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document containing such information. Proprietary information shall be submitted separately and identified as "Proprietary Data".

## **10.00 REQUEST FOR INFORMATION FORMAT**

This RFI is designed to provide providers with the information necessary for the preparation of an appropriate response. It is not intended to be comprehensive, and each prospective provider is responsible for determining all factors necessary for the submission. Responses should be based on the material contained in this RFI or any other relevant information the respondent considers appropriate. By submitting a response, each Respondent agrees that it will not bring any claim or have any cause of action against the KLEC, based on any misunderstanding concerning the information provided. Information submitted in response to this RFI will become property of the KLEC. The KLEC will not pay for any information herein requested nor is it liable for any cost incurred by the submitter. The requirements of the RFI are in no way final or represent what may be contained in a Personal Service Contract. This issuance does not constitute a commitment to award a contract or to pay any costs incurred in preparation of a response to this request.

## **11.00 CONTRACT COMPONENTS AND ORDER OF PRECEDENCE**

The KLEC acceptance of the Provider's application to the Solicitation, indicated by the issuance of a Contract Award shall create a valid contract between the Parties consisting of the following:

- A. Procurement Statutes, Regulations and Policies;
- B. This written agreement and any subsequent written amendments to this Agreement;
- C. Any Addenda to the Solicitation;
- D. The Solicitation and all attachments thereto; including Personal Service Contract Standard Terms and Conditions; where applicable
- E. Any Best and Final Offer;
- F. Any clarifications concerning the Provider's proposal in response to the Solicitation;
- G. The Provider's proposal in response to the Solicitation.

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## **LEGISLATIVE RESEARCH COMMISSION STANDARD TERMS AND CONDITIONS**

### **Service Delivery Requirements**

#### **A. Service Delivery Requirements**

1. All services provided by the Contractor under the terms and conditions of this Contract shall be delivered in accordance with all applicable federal and state statutes and regulations as they are currently in effect. In the event that the Contractor does not fulfill the Scope of Work of this contract, or for the convenience of the Commonwealth, LRC shall have the right to terminate this contract within 30 days written notice to the Contractor.
2. The LRC shall have the right to recoup the amount of any overpayment, regardless of the reason for the overpayment. Any reconciliation or settlement of fund balances of this Contract shall be negotiated between LRC and the Contractor and determined as soon as feasible before the end of the scope of work as set forth under the Contract.
3. Except as otherwise authorized by this contract, no indirect costs shall be reimbursed.
4. The Contractor agrees to maintain all records pertaining to this contract for a period of not less than three (3) years after all matters pertaining to this contract (e.g., audit, settlement of audit exceptions, disputes, etc.) are resolved in accordance with applicable federal and/or state laws, regulations, and policies (except as may otherwise be specified in this contract).

#### **B. Performance and Evaluation**

The LRC may complete a Performance Evaluation (PE) once a year to document contract performance. PE documents will be entered into the Commonwealth's electronic financial system (eMARS). Performance documented by PE may be considered when making future awards.

#### **C. Confidential Information**

The Contractor shall comply with the state and federal rules and regulations governing access to and use of information and data provided by LRC or collected by the Contractor, and will use such information or data only for those purposes expressly delineated, defined, and authorized in this Contract. The Contractor agrees to ensure that all confidential information and data shall remain confidential. The Contractor shall have an appropriate agreement with its employees to that effect.

Any dissemination of information about projects funded and the scope of work described in the terms and conditions of this Contract, must be fully documented and reviewed by LRC personnel before any representation, electronic or otherwise, of projects, their funding sources, use of data, or data analyses may be posted to a web page or otherwise published.

The foregoing will not apply to:

1. Information that the Commonwealth has released in writing from being maintained in confidence;
2. Information that at the time of disclosure is in the public domain by having been printed and published and available to the public in libraries or other public places where such data is usually collected; or

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3. Information that, after disclosure, becomes part of the public domain as defined above, through no act of the Contractor; or
4. Information required to be disclosed by law.

The Contractor shall have an appropriate agreement with its Subcontractors extending these confidentiality requirements to all Subcontractors' employees.

#### **D. Response/Compliance with Audit Findings**

The Contractor shall take action to ensure its compliance with correction of any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle relating to the services and deliverables or any other deficiency contained in any audit, review, or inspection conducted under this section. This action will include Contractor's delivery to LRC, for LRC' approval, a Corrective Action Plan that addresses deficiencies identified in any audit(s), review(s), or inspection(s) within thirty (30) calendar days of the close of the audit(s), review(s), or inspection(s).

The Contractor shall bear the expense of compliance with any finding of noncompliance under this section that is:

1. Required by a Kentucky or Federal law, regulation, rule, or another audit requirement relating to Contractor's business.
2. Necessary due to Contractor's noncompliance with any law, regulation, rule, or audit requirement imposed on Contractor; or

#### **E. Breach and Contract Termination**

It is agreed by the Parties that in the event of breach of contract by the Contractor, or for the convenience of the Commonwealth, LRC may pursue any remedy available pursuant to this Contract, or to the provisions of [KRS Chapter 45A or 200 KAR Chapter 5](#), or any remedy that is available to it by law. The remedies available to LRC may be invoked without regard to the existence of any other available remedy, and may include the enforcement of any holdback provision or payment of any specified liquidated damages by the Contractor to LRC for noncompliance as provided for in this Contract.

#### **F. Transition/Turnover**

In the event LRC requires a transition after a non-renewal or termination by either party, LRC shall notify the Contractor at the same time LRC serves notice of the non-renewal or termination, as the case may be.

Upon receipt of notice of termination of the Contract from LRC, the Contractor shall provide any turnover assistance reasonably necessary to enable LRC to effectively close out the Contract and move the work to another Contractor or to perform the work by itself.

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The Contractor shall:

1. Provide the detailed transition documents at no additional cost to LRC.
2. Be responsible for the orderly transition of work and the accuracy of data in coordination with the new contractor. LRC shall ensure the cooperation of the new contractor to facilitate a smooth transition.
3. Transfer all documents and records of every kind, including electronic, microfilm, paper, or otherwise, in their possession which pertain to this contract, including but not limited to all those listed in the contract and any records as required by federal funding agencies, if applicable, within twenty-one (21) days of the effective date of termination. All documents shall be in an LRC-approved format.
4. Provide reasonable and appropriate assistance to LRC its designee(s) regarding the contents of such documents and records, and shall provide reasonable and appropriate reference materials, including data models and file documentation. This assistance shall be provided to LRC within twenty (20) days of the effective date of termination.
5. Pay any and all additional costs incurred by LRC that are the result of the Contractor's failure to provide the requested records, documents, data or materials within the time frames agreed to in the Transition Document.

#### **G. Data Conversion Plan**

The Conversion Plan shall define the strategy, preparation, and specifications for converting data from the source system(s) to the target system(s). The Conversion Plan shall include any security or privacy considerations associated with the conversion, including but not limited to, compliance to regulations regarding standards for privacy, security, and individually identifiable health information, as identified in the HIPAA. The Contractor shall work with the LRC to determine file format and transmission method.

#### **H. Miscellaneous Provisions**

##### **1. Advertising Award Prohibition**

The Contractor shall not refer to the Award of Contract in commercial advertising in such a manner as to state or imply that the firm or its services are endorsed or preferred by the LRC.

##### **2. Bankruptcy**

In the event the Contractor becomes the subject debtor in a case pending under the Federal Bankruptcy Code, the LRC's right to terminate this Contract may be subject to the rights of a trustee in bankruptcy to assume or assign this Contract. The trustee shall not have the right to assume or assign this Contract unless the trustee:

- a. Promptly cures all defaults under this Contract;
- b. Promptly compensates the LRC for the monetary damages incurred as a result of such default; and
- c. Provide adequate assurance of future performance, as determined by the LRC.

##### **3. Code of Ethics**

The Contractor and all professional personnel who may provide services under this contract or any subcontract with the Contractor shall be familiar with and abide by any and all code of ethics or conduct as designated by LRC.

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#### 4. Intellectual Property

The Contractor agrees that any formulae, methodology, or other reports and compilations of data provided by the LRC to the Contractor for the purposes of meeting the terms and conditions of this Contract shall be the exclusive property of LRC, unless the specific ownership of any proposed or developed formulae, methodology, or other reports and compilations of data is otherwise identified in any Attachment(s). The Contractor further agrees that any formulae, methodology, other reports and compilations of data prepared or produced by the Contractor during the course of work pursuant to this Contract shall be made available to the LRC's use upon request and without charge. Any use of these materials other than for the purposes of meeting the terms and conditions of this Contract must be reviewed and approved in advance by LRC.