



Commonwealth of Kentucky

SOLICITATION

TITLE: Charitable Gaming Tracking Software

DATE ISSUED 2009-10-09	SOLICITATION CLOSES Date: 2009-11-24 Time: 15:30:00	SOLICITATION NO. RFP 758 1000000125
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I S S U E D B Y	Room 096 Capitol Annex Amy Monroe	A D D R E S S T O	Please see the Terms and Conditions For Information on where to submit Your Bid/Proposal.
V E N D O R	Name:	R E M I T T O	Name:
	Address:		Address:
	City, State Zip Code:		City, State Zip Code:
	Phone #:		Phone #:
	Email Address:		Email Address:
	Contact Name:		Contact Name:
	Contact Email:		Contact Email:
	Vendor Customer (VC) #:		Vendor Customer (VC) #:

FOR INFORMATION CALL: Amy Monroe
502-564-6524

ONLINE BIDDING PROHIBITED
Yes

OWNERSHIP TYPE:
☐ Sole Proprietorship ☐ Partnership ☐ Corporation

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.

Line Items

Line Group: Default Commodity Group

Line	CL Description	Due Date	Quantity	Unit Issue	Unit Cost	Line Total Or Contract Amt
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SEE ATTACHMENT A - COST
PROPOSAL FORM

0.00

EA

Comm Code	Comm Description	Manufacturer	Model #	Man Part #
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92047

Support Services, Computer

Extended Description

B I L T O	350285	S H I P T O	350285
	PPRC DEPT OF CHARITABLE GAMING		PPRC DEPT OF CHARITABLE GAMING
	132 BRIGHTON PARK BLVD		132 BRIGHTON PARK BLVD
	FRANKFORT KY 40601 US		FRANKFORT KY 40601 US

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COMMONWEALTH OF KENTUCKY

Request for Proposal (RFP)

For

Charitable Gaming Tracking Software

Solicitation Number: RFP-758-1000000125

Friday, 09 October 2009

**Issued by
The Finance and Administration Cabinet
On Behalf Of
Department of Charitable Gaming**

**Commonwealth Buyer:
Amy Monroe, CPPB
COMMONWEALTH OF KENTUCKY
FINANCE AND ADMINISTRATION CABINET
Office of Procurement Services
New Capitol Annex
702 CAPITOL AVE RM 095
FRANKFORT KY 40601
(502) 564-6524**

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Fax: (502) 696-5194
Amy.Monroe@ky.gov

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Section 10—Administrative Overview

Section 10.000—Purpose

The purpose of this Request for Proposal (RFP) is to select a qualified and experienced Vendor to implement an efficient software system to operate and manage all aspects of the gaming operations of charitable gaming in Kentucky including bingo paper, pulltabs, card-minding devices, raffles, festival gaming, and special limited gaming.

- ✂ In an effort to modernize and make more secure the present system of charitable gaming within the Commonwealth of Kentucky, the Department intends to enter into a contract with a vendor for a software system which can close the gaps in the accounting and inventory systems of the organizations and distributors and provide the organizations with an accurate and secure inventory, recordkeeping, and reporting system;
- ✂ The vendor acknowledges that the execution of the contract is contingent on the statutes being changed to allow the Department to enter into such contracts;

Section 10.010—Issuing Office

The Commonwealth of Kentucky, Finance and Administration Cabinet, Office of

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Procurement Services, is issuing this RFP on behalf of the Department of Charitable Gaming. The Finance and Administration Cabinet is the only office authorized to change, modify, amend, alter, or clarify the specifications, terms, and conditions of this RFP.

A contract, based on this RFP, may or may not be awarded. Any contract award from this RFP is invalid until properly approved and executed by the Finance and Administration Cabinet.

Section 10.020— Restrictions on Communications

The Commonwealth Buyer named below 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:

Commonwealth Buyer:
Amy Monroe, CPPB
COMMONWEALTH OF KENTUCKY
FINANCE AND ADMINISTRATION CABINET
Office of Procurement Services
New Capitol Annex
702 CAPITOL AVE RM 095
FRANKFORT KY 40601
(502) 564-6524
Fax: (502) 696-5194
Amy.Monroe@ky.gov

From the issue date of this RFP until a Contractor is selected and the selection is announced, Offerors shall not be allowed to communicate with any Commonwealth Staff concerning this RFP except:

- The Commonwealth Buyer cited in this RFP;
- Commonwealth representatives during the Vendors Conference

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-Via written questions submitted to the Commonwealth Buyer.

For violation of this provision, the Commonwealth shall reserve the right to reject Vendors' proposal response.

Section 10.030—RFP Terminology

For the purpose of this RFP, the following terms may be used interchangeably:

Proposer, Offeror, Contractor, Provider, or Vendor
Commonwealth Buyer, Buyer, Purchaser, or Contract Officer
RFP, Solicitation, or Procurement
Bid, Proposal, or Offer
Commonwealth of Kentucky, Commonwealth, or State
Fiscal Year will be defined as the Commonwealth fiscal year: July 1 through June 30
Biennium will be defined as the Commonwealth biennium: July 1 of each even numbered year through June 30 of the next even numbered year

Section 10.040—RFP Organization

This RFP is organized in the following manner:

Section 10--Administrative Overview--General information on the objectives of this RFP, procurement schedule, and procurement overview.

Section 20--Present System Summary--Summary information on the history of the program and the current system of operation.

Section 30--Scope of Work--Description of tasks to be performed, contractor responsibilities, deliverables, performance criteria, technology standards, and system requirements.

Section 40--Terms and Conditions--Terms and Conditions under which the Contractor shall perform this Contract.

Section 50--Procurement Process and Requirements--Procurement requirements and general format and submission requirements.

Section 60--Technical Proposal Evaluation--Technical evaluation criteria.

Section 70--Cost Proposal Evaluation--Cost evaluation criteria.

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Section 80--Oral Presentations/Demonstrations--General requirements and evaluative criteria for oral presentations/demonstrations.

Section 90--Negotiations--Elements of the RFP that may be negotiable.

Section 100--Ranking of proposals and award of Contract.

This RFP and any Addenda thereto shall become part of the Contract with the successful Contractor. It shall be incorporated into the Contract by reference.

Titles of paragraphs used herein are for the purpose of facilitating ease of reference only and shall not be construed to infer a contractual construction of language.

Section 10.050—Estimated Schedule of RFP Activities

The following table presents the anticipated schedule for major activities associated with the RFP distribution, proposal submission, proposal evaluation process, and contract award. The Commonwealth reserves the right at its sole discretion to change the Schedule of Activities, including the associated dates and times.

Release of RFP	Friday, 09 October 2009
1st Set Of Vendors' Written Questions due by 4:30 PM ET	Thursday, 22 October 2009
Commonwealth's Response to 1st Set of Vendors' Written Questions	Thursday, 29 October 2009
Vendors' Conference 1:00 PM ET to 3:00 PM ET Location: Capitol Annex, Room Number TBD Frankfort, KY 40601	Tuesday, 03 November 2009
Commonwealth's Response to Oral Questions Presented at Vendors' Conference	Tuesday, 10 November 2009
Proposals due by 3:30 PM ET Notice to Vendors: All bidders are cautioned to be aware of security in the Capitol Annex in Frankfort. In-person or courier delivered bids/proposals in response to a Commonwealth Solicitation should be delivered a minimum of thirty (30) minutes to one (1) hour earlier than the published closing time to allow for a security check-in. Delays due to building security checks shall not be justification for acceptance of a late bid or proposal. Vendor attention to this advisory is	Tuesday, 24 November 2009

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encouraged.	
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Section 10.060—Vendors’ Conference

The Vendors’ Conference will be held as cited in this RFP. Attendance is highly encouraged, as this will be the only opportunity to ask oral questions. The Commonwealth shall not be bound by oral answers to the questions presented at the Conference or oral statements made at any other time by any member of the Commonwealth’s staff. Salient questions asked at the Vendors’ Conference and the responses will be reduced to writing and issued in an Addendum that shall be posted to the E-Procurement Page.

Section 10.070—Questions Regarding this RFP

In addition to the opportunity to present oral questions at the Vendors’ Conference, Vendors are encouraged to submit written questions pursuant to Section 10.050 of this RFP. Written questions shall be submitted to the Commonwealth Buyer via email at Amy.Monroe@ky.gov or via fax at 502-696-5194. No questions shall be accepted after the date(s) listed in Section 10.050. Oral questions shall not be accepted at any time other than the Vendors’ Conference. The Commonwealth shall respond to salient questions in writing by issuing an Addendum to the Solicitation. The Addendum shall be posted to the Commonwealth’s E-Procurement page.

Section 10.080—Access to Solicitation, RFP, and Addenda

The Commonwealth wants each prospective Vendor to have full and complete information on which to base a proposal response. Only information presented or referred to in this RFP and any additional written information that is supplied by the Commonwealth Buyer shall be used by Vendors in preparing this response.

Once at the **E-Procurement Directory**, follow the instructions below to locate the Solicitation, RFP, and any Addenda:

The Solicitation, the RFP and Attachments, and any Addenda shall be posted to the E-Procurement Directory [at https://eprocurement.ky.gov](https://eprocurement.ky.gov)

At the E-Procurement Directory, center column, click on **eMars Browse Bid Opportunities** link, select **PUBLIC ACCESS, BUSINESS OPPORTUNITIES, SEARCH FOR SOLICITATIONS** then follow the instructions listed on the page.

It is the Vendors’ responsibility to assure they have obtained copies of all information

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and forms.

Notice to Vendors:

Vendors are cautioned that changes made to the solicitation other than in the designated fields for response shall render the response invalid and result in a non-responsive bid. Any exceptions to the item description or extended description shall be indicated only in the space reserved for those exceptions.

Unless the exceptions are noted as instructed, the Vendor will be expected to deliver as specified in the solicitation. Responses that include terms and conditions not in conformity with the terms and conditions of the Solicitation as issued or the Statutes of the Commonwealth of Kentucky may be rejected.

In the event of any conflict or variation between the solicitation or modification as issued by the Commonwealth and the Vendor's response, the version as issued shall prevail.

Section 10.090—Notification of Award of Contract

To view the Award of Contract date and the Contractor receiving the Award for this Solicitation, access the **E-Procurement Directory** at <https://eprocurement.ky.gov>. At **eMars Browse Bid Opportunities**, select **PUBLIC ACCESS, BUSINESS OPPORTUNITIES, SEARCH FOR SOLICITATIONS**. Go to **STATUS** and select, using the drop down menu, **AWARDED**. It is the Vendor's responsibility to review this information in a timely fashion. No other notification of the results of an Award of Contract will be provided.

Section 10.100—Additional Requirements

Vendors should review and comply with the general bidding requirements listed under **"Laws, Policies, and Procedures"** and **"Standard Attachments and General Terms"** located on the eProcurement Web page at <https://eprocurement.ky.gov>

Section 10.110—Registration for Sales and Use Tax

In accordance with administrative regulation 200 KAR 5:390, any entity awarded a contract by the Commonwealth to provide goods or services subject to sales and use tax pursuant to KRS 139.200 and 139.310, shall - for the entity itself, and each affiliate as defined in KRS 45A.067 – perform the following:

- (1) For each entity and each affiliate, which is already registered to pay sales and use tax, submit a copy of the appropriate sales and use tax permit or a permit

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update form. Registered vendors should already have access to these forms; or

- (2) For each entity and each affiliate, which is not already registered to pay sales and use tax, submit a copy of Revenue Form 10A100, "Kentucky Tax Registration Application." This form is located:

<http://eprocurement.ky.gov/NR/rdonlyres/6D54BB36-2773-4EA2-B68E-48F051111C28/0/10A100>

Please include this information with your bid. This documentation must be submitted to the contracting agency. The contracting agency will forward a copy of the paperwork to the Department of Revenue (DOR) and DOR will coordinate with the vendor as appropriate.

If an entity or affiliate is not registered but an application for registration has been made, any contract awarded to the person shall be conditional upon the registration process being completed. Failure to complete this process and become registered, or to remain registered and in compliance with the sales and use tax filing and remittance requirements of KRS 139.540 and KRS 139.550, throughout the duration of the contract shall constitute a material breach of the contract, with all legal consequences thereto.

END OF SECTION 10

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Section 20—Background and Present System Summary

Section 20.000—Background and Present System Summary

- ✂ The Kentucky Department of Charitable Gaming regulates gaming for charitable fundraising purposes;
- ✂ The Department issues licenses to charitable organizations, facilities, distributors of gaming supplies, and manufacturers of gaming supplies, inspects games while in operation to ensure compliance with the rules, reviews financial reports, and conducts audits and investigations;
- ✂ Organizations conduct bingo, raffles, festival gaming, casino nights, and sell pulltabs;
- ✂ At the end of 2007, Kentucky had seven hundred and fifty-eight (758) licensed charities and four hundred and ninety-six (496) exempt organizations (organizations grossing under \$25,000 that play bingo, have raffles, and festival gaming);
- ✂ The Department issued two hundred and fifty-one (251) charity fundraising event licenses (fairs, festivals, etc.), and two hundred and thirty-nine (239) special limited charity fundraising event licenses (casino nights);
- ✂ There were twenty-four (24) licensed distributors and twenty-five (25) licensed manufacturers;
- ✂ Attendance at gaming events was 4,257,040;
- ✂ One hundred and eighty-eight (188) organizations ran two (2) bingo sessions a week; one hundred and forty-three (143) organizations ran one (1) bingo session a week;
- ✂ Organizations may game at their office location or at an offsite location;
- ✂ Seven hundred and three (703) organizations reported gaming receipts;
- ✂ Four hundred and sixty-one (461) organizations reported bingo and pulltab receipts; and two hundred and forty-two (242) organizations reported only other types of gaming (raffles, festivals, casino nights);
- **Gaming receipts totaled \$489 million; \$371 million in pulltab receipts; \$98 million in bingo receipts; and \$19 million in raffle, festival gaming, and casino night receipts;**
- **The organizations are required to maintain records for each gaming session. The records are kept manually and the receipts are hand tabulated;**
- **The gaming session information and inventory is self-reported by the organizations to the Department either annually or quarterly depending on the gross receipts and type of gaming the organization conducts;**
- **The distributors report manually (usually by Excel spreadsheet on CD) to the Department each quarter the product they sell to the organizations but**

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they do not report pulltabs sold by serial number

END OF SECTION 20

Section 30—Scope of Work

Section 30.000—Commonwealth Information Technology Forms

The Vendor and any subcontractors shall be required to adhere to and sign all applicable Commonwealth policies and standards related to technology use and security.

Section 30.010—Compliance with Commonwealth IT Enterprise Architecture and Standards

Web link: <http://cot.ky.gov/policies/>

The Commonwealth IT Enterprise Architecture and Standards reflect a set of principles for information, technology, applications, and organization. These standards provide guidelines, policies, directional statements, and sets of standards for information technology. It defines, for the Commonwealth, functional and information needs so that technology choices can be made based on business objectives and service delivery. The Vendor shall stay knowledgeable and shall abide by these standards for all related work resulting from this RFP.

Section 30.020—Compliance with Commonwealth Security Standards

The software deployment and all Vendor services shall abide by security standards as outlined in the Commonwealth's Enterprise Information Technology Policies.

Enterprise Policies - <http://gotsource.ky.gov/dscgi/ds.py/View/Collection-1450>

SPPM - http://www.gotsource.net/dscgi/ds.py/Get/File-563/GOT-067,_Final.doc

Section 30.030—Privacy, Confidentiality and Ownership of Information

The Department of Charitable Gaming is the designated owner of all data and shall approve all access to that data. The Vendor shall not have ownership of Commonwealth data at any time. The Vendor shall be in compliance with privacy policies established by governmental agencies or by state or federal law. Privacy policy statements may be developed and amended from time to time by the Commonwealth and will be appropriately displayed on the Commonwealth portal (Ky.gov). The Vendor shall provide sufficient security to protect the Commonwealth and the Department of Charitable Gaming data in network transit, storage, and cache.

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Section 30.040—Software Development

Source code for software developed or modified by the Vendor specifically for the Commonwealth shall become property of the Commonwealth.

Section 30.050—License Agreements

Software provided by the Vendor to the Commonwealth shall contain a provision for perpetual licensing with all upgrade options. The agreements shall also contain a provision for maintaining a version of the software in escrow in the event the Vendor is unable to continue the business for financial or other business reasons.

Section 30.060 – Identity Theft Prevention and Reporting Requirements

In the delivery and/or provision of Information Technology hardware, software, systems, and/or services through a contract/s established as a result of this solicitation, the vendor shall prevent unauthorized access to “Identity Information” of Commonwealth citizens, clients, constituents, and employees. “Identity Information” include, but is not limited to, an individual’s first name or initial and last name in combination with any of the following information:

Social Security Number;
Driver’s License Number;
System Access ID’s and associated passwords; and
Account Information –such account number(s), credit/debit/ProCard number(s), and/or passwords and/or security codes.

The vendor shall also immediately notify the contracting agency, the Office of Procurement Services, and the Commonwealth Office of Technology upon learning of any unauthorized breach/access, theft, or release of Commonwealth data containing “Identity Information.”

For even a single knowing violation of these Identity Theft Prevention and Reporting Requirements, the vendor agrees that the Commonwealth may terminate for default the contract(s) and may withhold payment(s) owed to the vendor in an amount sufficient to pay the cost of notifying Commonwealth customers of unauthorized access or security breaches.

Section 30.070—System Specifications

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The system shall meet the following requirements:

- ✂ Include a complete inventory and reporting system;
- ✂ Support administration, accounting, inventory, distribution, sales, validation, and reporting;
- ✂ Provide the installation, upgrade, maintenance, monitoring, and other ongoing costs of the system including the communications network, software, hardware, and training;
- ✂ Provide control and accounting of the bingo paper, pulltabs, and card-minding devices as well as provide audit trails and reporting capabilities;
- ✂ Be menu driven, easy to use, have a touch screen, and be accessible from both the organization's gaming location and office location, the desktop of each user at the Department whether located at the office in Frankfort or in the field, the vendor's primary and secondary sites, and the manufacturer's and the distributor's sites;
- ✂ Provide tracking of current volume of charitable gaming supplies used in Kentucky including approximately three hundred (300) pulltab games, multiple types of bingo paper, and card-minding devices including delivery, sale, return and transfer;
- ✂ Be able to selectively disable or enable any or all of organization terminals including delinquent or expired accounts;
- ✂ Capture the information required by KRS 238.550, 820 KAR 1:058, all Department approved gaming session records and the financial reports including items that must be entered by manual entry;

The system **shall not** allow bingo paper, pulltabs, and card-minding devices to be validated that are not activated for play.

The equipment shall be capable of accepting game data by manual entry or bar code and transmitting data to and from the host computer located at the primary site

Section 30.080–Bid Requirements

The Department reserves the right to assume ownership and control of the network at the Department's expense and shall have proprietary interest in the system designed and any future use of the system shall be with the Department's consent.

The vendor must have at least three (3) years experience in providing similar products and services.

The proposal shall ensure that manufacturers, distributors, gaming organizations, and the Department do not incur additional costs or fees associated with the communications network or the system.

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END OF SECTION 30

Section 40—Terms and Conditions

Any Vendor who has concerns regarding any terms and conditions in this RFP should submit written questions to the Commonwealth Buyer as stated in Section 10.050 of this RFP. After reviewing the questions and answers, it will become a business decision on the part of the Vendor on whether or not to proceed with the expense of preparing a response.

Proposals that take exception/deviations to Section 40 may be deemed non-responsive.

The Contractor shall not commence any billable work until a valid Contract has been executed as discussed in Section 40.010.

Section 40.010—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 by the Office of Procurement Services, shall create a valid Contract between the Parties consisting of the following:

1. Any written Agreement between the Parties;
2. Any Addenda to the Solicitation;
3. The Solicitation and all attachments thereto, including Section 40--Terms and Conditions of a Contract with the Commonwealth of Kentucky;
4. General Conditions contained in 200 KAR 5:021 and Office of Procurement Services' FAP110-10-00;
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.

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

Section 40.020—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.

Section 40.030—Agencies to Be Served

This contract shall be for use by the following agencies of the Commonwealth of Kentucky:

Department of Charitable Gaming

No shipments shall be made except upon receipt by Vendor of an official Delivery Order from a using agency.

Section 40.040—Extending the Contract Use to Other Agencies

The Office of Procurement Services reserves the right, with the consent of the Vendor, to offer the Master Agreement resulting from this Solicitation to other state agencies requiring the product(s) or service(s).

Section 40.050—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 the Commonwealth and the Contractor 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.

Section 40.060—Type of Contract

The contract proposed in response to this Solicitation shall be on the basis of a **firm**

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fixed unit price for the elements listed in this Solicitation. This Solicitation is specifically not intended to solicit proposals for contracts on the basis of cost-plus, open-ended rate schedule, nor any non-fixed price arrangement.

Section 40.070—Term of Contract and Renewal Options

The initial term of the Contract shall be for a period of **three (3) years** from the effective date of the Award of Contract.

This Contract may be renewed at the completion of the initial Contract period for **five (5) one-year periods** upon the mutual agreement of the Parties. Such mutual agreement shall take the form of an addendum to the Contract under Section 40.050—Changes and Modifications to the Contract.

The Commonwealth reserves the right not to exercise any or all renewal options. The Commonwealth reserves the right to extend the contract for a period less than the length of the above-referenced renewal period if such an extension is determined by the Commonwealth Buyer to be in the best interest of the Commonwealth.

Section 40.080—Multiyear Contracts

If this Contract is for a term that extends beyond the end of the biennium in which the Contract was made, payment and performance obligations for succeeding fiscal years are subject to the availability of funds therefor. When funds are not appropriated or otherwise made available to support continuation of performance of the Contract beyond the biennium, the Contract for such subsequent year(s) may be canceled and the Contractor shall be reimbursed in accordance with Section 40.150—Provisions for Termination of the Contract.

Section 40.090—Changes and Modifications to the Contract

Pursuant to KRS 45A.210(1) and 200 KAR 5:311, no modification or change of any provision in the Contract shall be made, or construed to have been made, unless such modification is mutually agreed to in writing by the Contractor and the Commonwealth, and incorporated as a written amendment to the Contract and processed through the Office of Procurement Services and approved by the Finance and Administration Cabinet prior to the effective date of such modification or change pursuant to KRS 45A.210(1) and 200 KAR 5:311. 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

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Contract necessary, it shall promptly report such matters to the Commonwealth Buyer for consideration and decision.

Section 40.100—Changes in Scope

The Commonwealth 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 the Commonwealth through the process described in Section 40.050—Changes and Modifications to the Contract.

Section 40.110—Contract Conformance

If the Commonwealth Buyer determines that deliverables due under the Contract resulting from this Solicitation are not in conformance with the terms and conditions of the Contract and the mutually agreed-upon project plan, the Buyer may request the Contractor to deliver assurances in the form of additional Contractor resources and to demonstrate that other major schedules will not be affected. The Commonwealth shall determine the quantity and quality of such additional resources and failure to comply may constitute default by the Contractor.

Section 40.120—Assignment

The Contractor shall not assign the Contract in whole or in part or any payment arising therefrom without the prior written consent of the Commonwealth Buyer. Any purported assignment is void.

Section 40.130—Notices

After the Award of Contract, all programmatic communications with regard to day-to-day performance under the contract are to be made to the Agency technical contact(s) identified below:

Marvin Terry
GAPS
Public Protection Cabinet
500 Mero Street, 14th Floor
Frankfort, KY 40601
502-564-7760

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After the Award of Contract, all communications of a contractual or legal nature are to be made to the Commonwealth Buyer.

Section 40.140—Payment

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

Payments are predicated upon successful completion and acceptance of the described work, services, supplies, or commodities, and delivery of the required documentation. Invoices for payment shall be submitted to the Agency Contact Person or his representative.

Section 40.150—Contractor Cooperation in Related Efforts

The Commonwealth of Kentucky may undertake or award other contracts for additional or related work, services, supplies, or commodities, and the Contractor shall fully cooperate with such other contractors and Commonwealth employees. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Commonwealth employees.

Section 40.160—Subcontractors

The Contractor is permitted to make subcontract(s) with any other party for furnishing any of the work or services herein. The Contractor shall be solely responsible for performance of the entire Contract whether or not subcontractors are used. The Commonwealth shall not be involved in the relationship between the prime contractor and the subcontractor. Any issues that arise as a result of this relationship shall be resolved by the prime contractor.

All references to the Contractor shall be construed to encompass both the Contractor and any subcontractors of the Contractor.

Section 40.170—Contractor Affiliation

"Affiliate" shall mean a branch, division, or subsidiary that is effectively controlled by another party. If any affiliate of the Contractor shall take any action that, if done by the Contractor, would constitute a breach of this agreement, the same shall be deemed a breach by such party with like legal effect.

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Section 40.180—Performance Bond

Pursuant to 200 KAR 5:305, the Contractor shall furnish a performance bond satisfactory to the Commonwealth in an amount equal to one hundred percent (100%) of the Contract amount as security for the faithful performance of the Contract. The bond furnished by the Contractor shall incorporate by reference the terms of the Contract as fully as though they were set forth verbatim in such bonds. In the event the Contract is amended, the penal sum of the performance bond shall be deemed increased by like amount.

The initial bond shall be submitted to the Commonwealth Buyer within thirty (30) days of execution of this Contract. Any required amendment to the bond shall be submitted to the Commonwealth Buyer within thirty (30) days of said amendment.

Section 40.190—Commonwealth Property

The Contractor shall be responsible for the proper custody and care of any Commonwealth-owned property furnished for Contractor's use in connections with the performance of this Contract. The Contractor shall reimburse the Commonwealth for its loss or damage, normal wear and tear excepted.

Section 40.200—Insurance

The Contractor shall provide professional liability insurance for its professional employees, public liability, property damage, and workers' compensation insurance, insuring, as they may appear, the interest of all parties of agreement against any and all claims which may arise out of the Contractor's operations under the terms of this Contract. In the event any carrier of such insurance exercises cancellation, notice of such cancellation shall be made immediately to the Commonwealth Buyer.

Section 40.210—Confidentiality of Contract Terms

The Contractor and the Commonwealth agree that all information communicated between them before the effective date of the Contract shall be received in strict confidence and shall not be necessarily disclosed by the receiving party, its agents, or employees without prior written consent of the other party. Such material will be kept confidential subject to Commonwealth and Federal public information disclosure laws.

Upon signing of the Contract by all Parties, terms of the Contract become available to the public, pursuant to the provisions of the Kentucky Revised Statutes.

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

Section 40.220—Confidential Information

The Contractor shall comply with the provisions of the Privacy Act of 1974 and instruct its employees to use the same degree of care as it uses with its own data to keep confidential information concerning client data, the business of the Commonwealth, its financial affairs, its relations with its citizens and its employees, as well as any other information which may be specifically classified as confidential by the Commonwealth in writing to the Contractor. All Federal and State Regulations and Statutes related to confidentiality shall be applicable to the Contractor. The Contractor shall have an appropriate agreement with its employees to that effect, provided however, that the foregoing will not apply to:

- Information which the Commonwealth has released in writing from being maintained in confidence;
- Information which at the time of disclosure is in the public domain by having been printed or published and available to the public in libraries or other public places where such data is usually collected; or
- Information, which, after disclosure, becomes part of the public domain as defined above, through no act of the Contractor.

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

Section 40.230—Advertising Award

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 Commonwealth of Kentucky.

Section 40.240— Patent or Copyright Infringement

The Contractor shall report to the Commonwealth promptly and in reasonable written detail, each notice of claim of patent or copyright infringement based on the performance of this Contract of which the Contractor has knowledge.

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The Commonwealth agrees to notify the Contractor promptly, in writing, of any such claim, suit or proceeding, and at the Contractor's expense give the Contractor proper and full information needed to settle and/or defend any such claim, suit, or proceeding.

If, in the Contractor's opinion, the equipment, materials, or information mentioned in the paragraphs above is likely to or does become the subject of a claim or infringement of a United States patent or copyright, then without diminishing the Contractor's obligation to satisfy any final award, the Contractor may, with the Commonwealth's written consent, substitute other equally suitable equipment, materials, and information, or at the Contractor's option and expense, obtain the right for the Commonwealth to continue the use of such equipment, materials, and information.

The Commonwealth agrees that the Contractor has the right to defend, or at its option, to settle and the Contractor agrees to defend at its own expense, or at its option to settle, any claim, suit or proceeding brought against the Commonwealth on the issue of infringement of any United States patent or copyright or any product, or any part thereof, supplied by the Contractor to the Commonwealth under this agreement. The Contractor agrees to pay any final judgment entered against the Commonwealth on such issue in any suit or proceeding defended by the Contractor.

If principles of governmental or public law are involved, the Commonwealth may participate in the defense of any such action, but no costs or expenses shall be incurred for the account of the Contractor without the Contractor's written consent.

The Contractor shall have no liability for any infringement based upon:

- the combination of such product or part with any other product or part not furnished to the Commonwealth by the Contractor
- the modification of such product or part unless such modification was made by the Contractor
- the use of such product or part in a manner for which it was not designed

Section 40.250—Permits, Licenses, Taxes and Commonwealth Registration

The Contractor 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.

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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 Contractor.

Section 40.260—Contract Claims

The Parties acknowledge that KRS 45A.225 to 45A.290 governs contract claims.

Section 40.270—Rights and Remedies

The rights and remedies of the Commonwealth provided in Section 40 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

Section 40.280—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. A copy of the EEO forms may be obtained by downloading them from the E-Procurement website at <https://eprocurement.ky.gov>. Select **STANDARD ATTACHMENTS AND GENERAL TERMS** and scroll down the page to **Attachment #4**. (See Section 50.140 of this RFP for the forms that must be completed and submitted with Technical Proposal). Direct coordination with the EEO Office is approved to discuss EEO requirements and forms. The EEO office's telephone number is (502) 564-2874 and fax (502) 564-1055.

The Commonwealth will review the EEO Forms (or equivalent, if applicable) upon receipt. If a Vendor is under-utilized or in non-compliance, the Vendor shall receive notification from the Commonwealth. The Vendor shall have five (5) days from receipt of such notice to submit an affirmative action plan. Failure to submit an affirmative action plan within the timeframe specified may result in the disqualification of the Vendor's response. In any event, a Vendor shall not be eligible for an award of contract without being in compliance with the EEO requirements.

If the Vendor is exempt from submitting the EEO Forms, the Vendor must state such in its transmittal letter (Section 50.150 of this RFP). Exemption from EEO Form submission, under KRS 45.590, does not obviate any other requirements of KRS 45.570.

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Section 40.290—Provisions for Termination of the Contract

Any Contract resulting from this Solicitation shall be subject to the termination provisions set forth in 200 KAR 5:312.

Section 40.300—Bankruptcy

In the event the Contractor becomes the subject debtor in a case pending under the Federal Bankruptcy Code, the Commonwealth'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 Commonwealth for the monetary damages incurred as a result of such default, and (c) provides adequate assurance of future performance, as determined by the Commonwealth.

Section 40.310—Conformance with Commonwealth & Federal Laws/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 **Franklin County, Kentucky**.

Section 40.320—Recycling

The Contractor is required to comply with the recycling requirements of 200 KAR 5:330.

Section 40.330—Funding Limitations

If any or all responses received exceed the amount of funding available, then the Finance and Administration Cabinet, Office of Procurement Services, reserves the right to cancel this RFP.

Section 40.340—State Vendor Eligibility Request Form

Revenue Form 10A105, "State Vendor Eligibility Request Form", effective July 2008, is a form to be completed by any person or entity wishing to contract with the Commonwealth to provide goods or services subject to sales and use tax pursuant to KRS 139.200. The form is located at this web-link as Attachment 5:

<http://eprocurement.ky.gov/attachments.htm>

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In accordance with administrative regulation 200 KAR 5:390, this form has to be completed and submitted, before a contract can be awarded. Section 2 of the regulation also notes: "Failure to submit the required documentation or to remain registered and in compliance with the sales and use tax filing and remittance requirements of KRS 139.540 and KRS 139.550 throughout the duration of the contract shall constitute a material breach of the contract and the contract may be terminated."

Section 40.350—Accessibility

Vendor hereby warrants that the products or services to be provided under this Contract comply with the accessibility requirements of section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, part 1194. Vendor further warrants that the products or services to be provided under this Contract comply with existing federal standards established under Section 255 of the Federal Telecommunications Act of 1996 (47 U.S.C. § 255), and its implementing regulations set forth at Title 36, Code of Federal Regulations, part 1193, to the extent the Vendor's products or services may be covered by that act. Vendor agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services which is brought to its attention.

END OF SECTION 40

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Section 50—Procurement Process and Requirements

Section 50.000—Rules of Procurement

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

Vendors shall review and comply with the general bidding requirements listed under “**Laws, Policies, and Procedures**” and “**Standard Attachments and General Terms**” located on the eProcurement Web page at <https://eprocurement.ky.gov>

Section 50.010—Approach

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

Section 50.020—Independent Price Determination

A proposal shall not be considered for award if the price in the proposal was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other Offeror or with any competitor. In addition, the Offeror is prohibited from making multiple proposals in a different form.

Should conflict of interest be detected any time during the contract, the contract shall be null and void and the Contractor shall assume all costs of this project until such time that a new Contractor is selected.

Vendor must complete the following certified statement and submit it with Cost Proposal.

I, _____, representing _____

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(Print name)

(Company name)

certify that the price in this proposal was arrived without any conflict of interest, as described above.

Signature / Date

Section 50.030—No Contingent Fees

No person or selling agency shall be employed or retained or given anything of monetary value to solicit or secure this contract, excepting bona fide employees of the Offeror or bona fide established commercial or selling agencies maintained by the Offeror for the purpose of securing business. For breach or violation of this provision, the Commonwealth shall have the right to reject the proposal or cancel the contract without liability.

Section 50.040—Cancellation of This Solicitation

In accordance with KRS 45A.105, this Solicitation may be canceled at any time and for any reason, or all bids or proposals rejected, if it is determined in writing that such action is in the best interest of the Commonwealth. Receipt of proposal materials by the Commonwealth or submission of a proposal to the Commonwealth confers no rights upon the Proposer nor obligates the Commonwealth in any manner.

Section 50.050—Cost of Preparing Proposal

Costs for developing the proposals are solely the responsibility of the Offerors. The Commonwealth of Kentucky shall not provide any reimbursements for such costs.

Section 50.060—Waiver of Minor Irregularities

The Commonwealth reserves the right to waive minor irregularities in proposals providing such action is in the best interest of the Commonwealth.

Where the Commonwealth may waive minor irregularities, such waiver shall in no way modify the RFP requirements or excuse the Offeror from full compliance with the RFP specifications and other contract requirements if the Offeror is awarded the contract.

Section 50.070—Clarifications of Proposals

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The Commonwealth reserves the right to request clarification of proposals pursuant to 200 KAR 5:306, Section 6.

Section 50.080—Best and Final Offers

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

Section 50.090—Rules for Withdrawal of Proposals

Prior to the date specified for receipt of offers, a submitted proposal may be withdrawn by submitting a signed written request for its withdrawal to the Commonwealth Buyer.

Section 50.100—Disposition of Proposals

All proposals become the property of the Commonwealth of Kentucky. The successful proposal shall be incorporated into the resulting contract by reference. Disposal of unsuccessful proposals shall be at the discretion of the Commonwealth Buyer.

Section 50.110—Commonwealth's Right to Use Proposal Ideas

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

Section 50.120—Protest

The Secretary of the Finance and Administration Cabinet, or his designee, shall have authority to determine protests and other controversies of actual or prospective Offerors in connection with the solicitations or selection for award of a contract.

Any actual or prospective Offeror or Contractor, who is aggrieved in connection with solicitation or selection for award of a contract, may file protest with the Secretary of the Finance and Administration Cabinet. A protest or notice of other controversy must be filed promptly and in any event within **two (2) calendar weeks** after such aggrieved person knows or should have known of the facts giving rise thereto. (See Section 10.090 of this RFP). All protests or notices of other controversies must be in writing and shall be addressed to:

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Jonathan Miller, Secretary
COMMONWEALTH OF KENTUCKY
FINANCE AND ADMINISTRATION CABINET
New Capitol Annex
702 CAPITOL AVE RM 383
FRANKFORT KY 40601
(502) 564-4240
Fax: (502) 564-6785

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.

Section 50.130—Proposal Submission Requirements

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

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

Proposals shall be submitted in two (2) parts: the Technical Proposal and the Cost Proposal. The format and content of each are specified in Sections 50, 60, and 70.

Proposals shall include one (1) marked original and six (6) copies of the Technical Proposal under sealed cover and one (1) marked original and six (6) copies of the Cost Proposal under separate sealed cover. If the Technical Proposal and Cost Proposal are not submitted under separate cover, the proposal may be deemed non-responsive. If any costs/pricing is included in the Technical Proposal, the proposal may be deemed non-responsive. Any information submitted in accordance with Section 50.220—Vendor Response and Proprietary Information, shall include six (6) copies and be sealed separately and included with the Technical Proposal. Additional copies of Proprietary Information will be requested if deemed necessary by the Commonwealth Buyer. The Vendor shall provide two (2) CDs containing the Technical Proposal response and two (2) CDs

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containing the Cost Proposal pricing .Should differences be determined to exist between the hardcopy proposal and the electronic version, the hardcopy shall prevail. **DO NOT INCLUDE PROPRIETARY INFORMATION IN THE ELECTRONIC COPIES.** Pricing shall only be provided on the Cost Proposal. Proposals are due on Tuesday, 24 November 2009 at 3:30 pm ET.

ANY PROPOSAL RECEIVED AFTER TUESDAY, 24 NOVEMBER 2009 AT 3:30 PM ET SHALL BE REJECTED.

Vendor must complete the following certified statement and submit with Technical Proposal:

I, _____, representing _____
(Print name) (Company name)

certify that the diskettes/CDs submitted have been properly scanned for infected viruses. The virus software and version used was _____.

Signature / Date

Proposals shall be submitted to:

**Amy Monroe, CPPB
COMMONWEALTH OF KENTUCKY
FINANCE AND ADMINISTRATION CABINET
Office of Procurement Services
702 CAPITOL AVE RM 095
FRANKFORT KY 40601**

The outside cover of the package containing the Technical Proposal shall be marked:

**CHARITABLE GAMING TRACKING SOFTWARE
SOLICITATION NUMBER: RFP-758-1000000125
TECHNICAL PROPOSAL
NAME OF OFFEROR**

THE OUTSIDE COVER OF THE PACKAGE CONTAINING THE COST PROPOSAL SHALL BE MARKED:

**CHARITABLE GAMING TRACKING SOFTWARE
SOLICITATION NUMBER: RFP-758-1000000125**

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COST PROPOSAL NAME OF OFFEROR

The Commonwealth shall accept all proposals properly submitted. However, the Commonwealth reserves the right to request necessary amendments, reject any or all proposals in whole or in part, reject any proposal in whole or in part that does not meet mandatory requirements or cancel this RFP, according to the best interest of the Commonwealth.

Unless requested by the Commonwealth, the Commonwealth may not accept any addenda, revisions, or alterations to proposals after the Solicitation closing time and date.

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

Section 50.140—Format of Technical Proposal

The Technical Proposal must be arranged and labeled in the manner set forth below. Failure to sign the face of the solicitation shall result in a non-responsive proposal.

- Transmittal Letter (see Section 50.150 of this RFP);
- Completed and signed face of the Solicitation;
- Signed face of all Addenda, if applicable;
- EEO Documents if applicable;
- **Required Affidavit for Offerors** (Campaign Finance Law Compliance Form & KRS 45A.485 Certification Form)
- Response to technical portion of the RFP (See Section 60 of this RFP)
- Affidavit that bidder, CEO, CFO, and anyone with a greater than ten percent (10%) ownership can comply with a state, national, and international criminal history check as set forth in KRS 238.525 to be eligible for and maintain a license.
- Affidavit listing current litigation and any notifications of breaches of previous contracts,
- Affidavit of financial solvency

Note to Vendors: Go to <https://eprocurement.ky.gov>, “**Laws, Policies, and Procedures**” and “**Standard Attachments and General Terms**” to download and complete the following forms:

1. **Attachment 2** - Required Affidavit for Offerors (Updated 8/18/09-must be notarized)
2. **Attachment 4** - EEO-1, EEO Employee Data Sheet and EEO, Subcontractor Report Form
3. **Attachment 5** – Revenue Form 10A100 Kentucky Tax Registration Application

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Section 50.150—Transmittal Letter

The Transmittal Letter shall be on the Vendor's letterhead, notarized and signed by an agent authorized to bind the Vendor. If the Transmittal Letter is not signed and notarized, the proposal may be deemed non-responsive. The transmittal letter shall include the following:

- A statement that **deviations** are included, if applicable;
- A statement that **proprietary information** is included, if applicable;
- A sworn statement that, if awarded a contract as a result of this Solicitation, the Vendor shall comply in full with all requirements of the **Kentucky Civil Rights Act**, and shall submit all data required by KRS 45.560 to 45.640;
- A sworn statement pursuant to KRS 11A.040 that the Vendor has not knowingly violated any provisions of the **Executive Branch Code of Ethics**;
- A sworn statement of that the Vendor is in compliance with Section 50.170—Prohibitions of Certain **Conflicts of Interest**;
- A statement of certification in accordance with Section 50.180—Certification Regarding **Debarment, Suspension, and Proposed Debarment**;
- The name, address, telephone number, fax number, and email address of the **contact person** for this RFP. The address shall be one in which the major overnight delivery services will deliver; and
- The name, address, telephone number, fax number and email address of the **contact person** to serve as a point of contact for day-to-day operations.
- Subcontractor** information to include name of company, address, telephone number and contact name, if applicable

Section 50.160—Format of Cost Proposal

The Cost Proposal shall be submitted as prescribed in Section 70.

Section 50.170—Prohibitions of Certain Conflicts of Interest

In accordance with KRS 45A.340, the contractor represents and warrants, and the Commonwealth relies upon such representation and warranty, that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services. The contractor further represents and warrants that in the performance of the contract, no person, including any subcontractor, having any such interest shall be employed.

In accordance with KRS 45A.340 and KRS 11A.040(4), the contractor agrees that it shall not knowingly allow any official or employee of the Commonwealth who exercises

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any function or responsibility in the review or approval of the undertaking or carrying out of this contract to voluntarily acquire any ownership interest, direct or indirect, in the contract prior to the completion of the contract.

Section 50.180—Certification Regarding Debarment and Suspension

In accordance with Federal Acquisition Regulation 52.209-5, the Vendor shall certify, in the Transmittal Letter (Section 50.150 of this RFP), that to the best of its knowledge and belief, the Vendor and/or its Principals is (are) not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any State or Federal agency.

"Principals", for the purposes of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of subsidiary, division, or business segment, and similar positions).

Section 50.190—Disclosure of Violation of Statutes

Required Report of Prior Violations of Tax and Employment Laws information and forms can be found at <https://eprocurement.ky.gov>, "Laws, Policies, and Procedures" and "Standard Attachments and General Terms".

Pursuant to KRS 45A.485, contractors are required to reveal final determinations of violation of certain statutes incurred within the last five (5) years and be in continuous compliance with those statutes during the contract. Where applicable, the Vendor is required to complete and submit Report of Prior Violations of Tax and Employment Laws with the Technical Proposal.

Section 50.200—Vendor's Exceptions to Terms and Conditions of the Solicitation

An offer in response to this Solicitation that includes terms contrary to the terms and conditions in Section 40 of the Solicitation or takes any exceptions to the terms and conditions of Section 40 may be considered non-responsive. Purchase or Sales Agreements, supplied by the Vendor making an offer, in reply to the Solicitation, may not be accepted.

Section 50.210—Deviations to Other Provisions of the Solicitation

The provisions appearing elsewhere in this Solicitation shall become part of any resulting contract. Any deviations from the provisions of the Solicitation must be specifically identified by the Vendor in its proposal, which if successful, shall become

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part of the Contract. Such deviations shall not be in conflict with the basic nature of Technical and Cost requirements of this Solicitation. Deviations must be submitted as stated in Section 50 of this Solicitation. The Commonwealth reserves the right to reject any and/or all deviations in whole or in part. Deviations to the Terms and Conditions set forth in Section 40 of this Solicitation may not be accepted.

Section 50.220—Vendor Response and Proprietary Information

The RFP specifies the format, required information, and general content of proposals submitted in response to the RFP. The Finance and Administration Cabinet shall not disclose any portions of the proposals prior to contract award to anyone outside the Finance and Administration Cabinet, representatives of the agency for whose benefit the contract is proposed, representatives of the Federal Government, if required, and the members of the evaluation committees. After a contract is awarded in whole or in part, the Commonwealth shall have the right to duplicate, use, or disclose all proposal data submitted by Vendors in response to this RFP as a matter of public record. Although the Commonwealth recognizes the Vendor's possible interest in preserving selected data which may be part of a proposal, the Commonwealth must treat such information as provided by the Kentucky Open Records Act, KRS 61.870 et sequitur.

Informational areas which normally might be considered proprietary shall be limited to individual personnel data, customer 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 Vendor declares proprietary in nature and not available for public disclosure, the Vendor shall declare in the Transmittal Letter (Section 50.150) the inclusion of proprietary information and shall noticeably label as proprietary each sheet containing such information. Proprietary information shall be submitted under separate sealed cover marked "Proprietary Data". Proposals containing information declared by the Vendor to be proprietary, either in whole or in part, outside the areas listed above may be deemed non-responsive to the RFP and may be rejected.

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

END OF SECTION 50

Section 60—Technical Proposal Evaluation

Section 60.000—Technical Proposal Evaluation

The Commonwealth shall conduct a comprehensive, fair, and impartial evaluation of all

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proposals. The Commonwealth may reject any proposal that is incomplete or in which there are significant inconsistencies or inaccuracies. The Commonwealth reserves the right to reject all proposals.

The Commonwealth has established a Proposal Evaluation Committee to review, evaluate, and verify information submitted by the Offeror. The Commonwealth reserves the right to alter the composition of the committees or to designate other staff to assist in the evaluation process.

Each Vendor is responsible for submitting all relevant, factual, and correct information with their offer to enable the evaluator(s) to afford each Vendor the maximum score based on the available data submitted by the Vendor. This information must be attached with cross-references to the appropriate location in the Solicitation (i.e. page number, paragraph, subject, etc.).

The Commonwealth shall evaluate the proposals by assigning scores in the categories according to established criteria using a consensus or group scoring methodology.

Section 60.010—Background Checks

The vendor shall propose a plan for background investigations for all of its personnel that include officers, principals, investors, owners, subcontractors, employees, or any other associates of the manufacturer and any subcontractors.

Section 60.020—Back up

The vendor shall propose a plan for providing reliable industry standard back up methodology to ensure no data loss;

- The proposal shall describe in detail the software and data retention procedures including:
 - Back up procedures;
 - Frequency of backups;
 - Type of data and software back up;
 - Secure storage of backed up software and data;
 - Access to backed up software and data;
 - Purging of data from system;
- Data retention must comply with the Department's retention policy.

Section 60.030—Cash Drawer option

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The vendor shall propose the option of the system including a cash drawer for the organization.

Section 60.040—Communication Network

The vendor shall:

- **Describe the communications network needed to run the system and connect all locations including distributor, organization gaming site, organization office site, Department office and field personnel locations, and the vendor primary and secondary locations;**
- ✂ Describe the safeguards built into the system including a method of redundancy to assure continuous system uptime including detailed information on the procedures that will be followed in the case of communications or other network problems and system failures;
- **Describe the appropriate security measures to prevent unauthorized access to any of the networks proposed;**
- **Describe in detail all systems, equipment and staffing levels that will be used for network management and communication problem determination within the network.**

Section 60.050—Organization receipt of and making of payments

The vendor shall:

- ✂ Propose a plan for the system to function as a check reader that allows the organization to turn checks into an ACH and immediately remove the money from the patron's account;
- ✂ Propose a plan for the system to have the ability to connect to a credit card reader which will automatically deduct or debit from patrons bank accounts;
- ✂ Propose a plan for the organization to make payments to the Department by sweep from their gaming account or electronic funds transfer.

Section 60.060—Experience

The vendor must have at least three (3) years experience in providing similar products and services. The vendor shall describe its experience.

Section 60.070—Federal gaming forms

The vendor shall propose a plan for the system to have the capability of generating and filing federal gaming forms including W2G forms

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Section 60.080—Failure

The vendor shall identify the system's single point of failure and maximum repair time.

Section 60.090—Gaming Program

The vendor shall discuss the system's compatibility with the gaming program currently used by the Department which utilizes a .NET 2.0 front end along with a SQL server 2005. The system tracks information for all licensed entities in the state including contact information, license status, and financial information. It has the ability to generate invoices, licenses and letters as well as record payments received, track statistics and generate many different reports.

Section 60.100—Hardware

The vendor shall:

- ✎ Describe all hardware necessary for the operation of the system including peripherals needed by the distributors, organizations, and the Department to run the system including but not limited to hard drives, monitors, printers (all in one and receipt), bar code readers, and surge protectors;
- ✎ Describe what equipment will be used;
- ✎ Discuss the accuracy of the bar code readers provided in terms of read rate percentage and indicate any environmental conditions that may affect the accuracy.

Section 60.110—Installation

The vendor shall:

- ✎ Propose a plan to have gaming locations in Kentucky operational starting July 1, 2010 and complete by December 31, 2010;
- ✎ Describe how the plan shall specifically bring organizations online given their location and type of gaming including installation and testing of equipment at locations pertinent to the operation of the system;
- ✎ Describe how the plan shall add locations as they are licensed and remove locations as they are no longer licensed;

Section 60.120—Internal Control Software (ICS)

The vendor shall propose what internal control system will be provided and the operation of that system.

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Section 60.130—Invoicing and Payment

The vendor shall include the method of invoicing the Department and the terms of payment including whether the vendor is capable of electronic financial transactions;

Section 60.140—Meetings with and Reports to Department

The vendor shall include an appropriate meeting and report schedule with and to the Department and what these meetings and report should encompass.

Section 60.150—Multiple applications

The vendor shall describe whether the system is capable of running multiple applications simultaneously which may include, but not limited to, Card-minding device software, Player Pick Bingo Game software, Bingo Verifier Software, Software for testing executable software file signatures (software used by independent testers of bingo software and peripherals & card-minding device software and peripherals).

Section 60.160—Ordering supplies

The vendor shall describe the capabilities of the system including:

- Allowing organizations or distributors to initiate ordering of supplies;
- Notifying organizations and distributors when to order supplies based on game usage data;
- Providing the Department with real time information including distributor and organization inventory and reports and the capability to restrict an organization or distributor from ordering supplies;
- Allowing the transfer of product from one organization to another with the appropriate debits and credits being made to the inventory/billing and the return of product by organization and the appropriate credits being made to the inventory/billing.

Section 60.170—Other Services

The vendor shall describe other significant services, procedures, materials, supplies, programs, policies, equipment, facilities, etc., necessary for the successful operation of the system not otherwise described in this proposal.

The failure of this request to describe any additional requirements shall not release the vendor from the responsibility of providing all needed items to make the proposed system successful

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Section 60.180—Payment by organization and Department

The vendor shall describe in detail how the proposed software will accomplish organization accounting and reporting, and billing and paying of supply expense and fee to the Department including:

- providing the Department with the tools needed to respond in a prompt and efficient manner to billing questions by the organizations, manufacturers, and distributors;
- the capability for entry of debit and credit adjustments to accounts and must automatically assign a unique reference number that includes identification of the user making the adjustment and type of adjustment;
- capability for organizations to pay the Department through a sweep or electronic funds transfer;
- optional collection terms such as immediate billing, billing a specified number of days subsequent to supply shipment or billing when product was used;
- coordinate with Epay and Emars.

Section 60.190—Player tracking

The vendor shall describe whether the system is capable of player tracking.

Section 60.200—Receipt

The vendor shall describe the system's capability of printing a receipt if used as a point of sale.

Section 60.210—Sales Tax

The vendor shall describe how the system will keep track of the sales tax charged to the organizations and notify the Department.

Section 60.220—Security

- **The vendor shall describe the security features of the system including:**
 - A secure log in log out feature with password security;
 - That the system must capture data to audit transactions and system use including but not limited to user id, date and type of transaction;
 - The security level for user access to be determined and/or approved by the Department;

✎ The vendor shall propose a plan to reactivate user accounts and get them back

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online.

Option: the system must be capable of issuing bar coded ID cards for volunteers.

Section 60.230—Serial numbers

The vendor shall include a description of how:

- the system will track gaming supplies through serial numbers in machine readable bar code;
- the system would also allow for manual entry of the serial number if necessary;
- the system must be capable of downloading serial numbers from manufacturers into the system, document receipt by distributor, document delivery by distributor, document receipt by organization, activate for play by organization, deactivate from play by organization, and return by organization;
- the system must be capable of downloading bar code information from hand-held bar code readers and to hand-held readers.

Section 60.240—Site

The vendor shall describe the location of a primary computer site in Frankfort, Kentucky both at its facilities and at the Department as well as a backup site at another location, which are secure.

Section 60.250—Software and Hardware Limitations

The vendor shall describe all hardware and software limitations of the proposed system;

Section 60.260—System Availability

The vendor shall describe the system availability for all users and the maximum downtime needed each day for system processing;

Section 60.270—System Growth Path

The vendor shall:

- ✂ Indicate the capacity for upgrading the proposed system;
- ✂ Discuss the ability of the proposed system to adapt to upgrades in the operating systems and systems architectures and new or additional gaming platforms;

Section 60.280—System Reports

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The vendor shall describe the system reporting capabilities including but not limited to:

- The ability to generate, save, print, and transmit reports based on information provided by the Department, obtained from the manufacturers, distributors, and organizations through serial number tracking and manually input by the organization;
- Have comprehensive selection of inquiry and reprint capabilities;
- be designed in such a way that any date element stored by the system can be incorporated into a custom inquiry or report;
- have the ability to designate customized organization grouping as determined by the Department;
- save custom reports and report formats for reuse;
- maintain organization data contained on the application as modified;
- to add or remove fields;
- restrict access;
- search and cross reference; and have "Query Functions" abilities;
- real time inquiry and viewing of manufacturer, distributor, and organizations transactions by specified date range not limited to calendar week or month;
- have the capability to audit and review manufacturers, distributors, and organizations;
- have the capability to view and print both detailed and summary statements for all accounts;
- to monitor and deactivate from play delinquent, expired, suspended, or revoked accounts;
- the ability of the proposed system to display inquiries at the desktop of the Department staff, print reports in standard format such as 8.5" x 11" at the Department headquarters and export data in common PC formats such as Microsoft Word, Excel, Access, delimited text or XML;
- interface with standard accounting software such as QuickBooks to allow the organization to upload and download its checking account information into its financial reports;
- capture sales activity and analysis functions by time interval (hours, days), geography (county, city, zip code), gaming location, type of organization, type of games played, aggregate summaries and sales averages;
- allow the organization to enter manual information to complete its gaming session record;
- allow the organization to report to the Department periodically by manually entering information to complete the financial report, inform the organization the amount to pay for supplies and fee, and inform the Department that the report is complete and the cost of supplies and the fees have been paid;

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- print a delinquent account report;
- Examples of standard or canned reports should be included with the proposal.

Section 60.290—Exception Reports

The vendor shall describe in what instance the system would notify the Department of a discrepancy including but not limited to:

- ✂ if there is a discrepancy in the inventory;
- ✂ if unauthorized access or changes are attempted;
- ✂ if an attempt is made to validate product that has not been activated for play;
- ✂ if the organization fails to close the financial report as final or pay the supply cost or fee as required;
- ✂ if there are any unauthorized code violations; and
- ✂ any other discrepancies as required by the Department;

Section 60.300—Terminal messages

The vendor shall describe whether the terminals are capable of displaying a message as approved by the Department.

Section 60.310—Track Changes

The vendor shall describe the system's ability to track all entries, deletions, changes, key strokes, etc. by all users of the system including sources and the time and date of the changes.

Section 60.320—Training and Hotline Services

The vendor shall:

- ✂ Describe the system's tutorial and online help systems;
- ✂ Describe the training the vendor will provide to the Department staff, manufacturer's staff, distributor's staff, and organizations and provide on-going technical support (hotline) to handle problems.

Section 60.330—Volunteers

The vendor shall describe the system's ability to keep track of volunteers.

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Section 60.340—Yearly Inspections

The vendor shall propose a plan for inspections that shall include transportation and accommodations for two (2) Department personnel inspecting the vendor's facilities, new technology and procedures, and all aspects of the disaster recovery plan. This yearly inspection will occur once every twelve (12) months.

Section 60.350—Upgrades

The vendor shall propose a plan for upgrading the recommended system.

Section 60.360—Technical Scoring Criteria

Evaluation Criteria	Points Possible
Background checks	100
Back up	150
Cash drawer option	100
Communication network	200
Organization receipt and making payments	150
Experience	150
Federal gaming forms	100
Failure	200
Gaming program	200
Hardware	200
Installation	200
Internal Control Software	200
Invoicing and payments	200
Meetings and reports	100
Multiple applications	200
Ordering supplies	150
Other services	100
Payment	100
Player tracking	100
Receipt	100
Sales tax	100
Security	200
Serial numbers	200
Site	150
Software and hardware	200
System availability	200

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System growth path	200
System reports	150
Exception reports	150
Terminal messages	100
Track changes	150
Training and hotline services	150
Volunteers	100
Yearly Inspections	150
Upgrades	150
Total Score Possible	5,350

Proposals scoring less than 3,500 points on the Technical Evaluation may be eliminated from further consideration.

END OF SECTION 60

Section 70—Cost Proposal Evaluation

Section 70.000—Cost Proposal Evaluation

Vendors shall ONLY provide cost on the Cost Proposal. Vendors shall submit the following with the Cost Proposal otherwise the proposal may be deemed non-responsive:

Attachment A - Cost Proposal Form

Section 70.010— Terms of Cost

The awarded vendor shall provide software licenses, maintenance services, and on-site training to the Commonwealth.

Section 70.010 —Cost Scoring Criteria

Criteria	Points Possible
Cost	2140

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Total Points Possible	2140
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The vendor with the lowest Price receives the maximum score. The vendor with the next lowest Price receives points by dividing the lowest Price by the next lowest price and multiplying that percentage by the available points. For example, 2140 points is allocated to the lowest Price criteria for this procurement, vendor "A" bids \$3.00 as the lowest vendor and receives the maximum 2140 points ($\$3.00 / \$3.00 = 1.00 \times 2140 = 2140$). Assume vendor "B" is the next lowest vendor at \$4.00, then "B" receives 71.3 points ($\$3.00 / \$4.00 = 0.75 \times 2140 = 1605$).

END OF SECTION 70

Section 80—Oral Presentations/Demonstrations

Section 80.000—Right to Use Oral Presentations/Demonstrations to Verify/Expand on Proposal

The Commonwealth reserves the right to require Oral Presentations/Demonstrations to verify or expand on the Technical or Cost Proposals.

Section 80.010—Right to Reject Based on Oral Presentations/Demonstrations

The Commonwealth reserves the right to reject any or all proposals in whole or in part based on the Oral Presentations/Demonstrations.

Section 80.020—Oral Presentations/Demonstrations Evaluation Criteria

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The top **two (2)** highest-ranking Vendors may be requested to provide oral presentations and demonstrations to answer questions or to clarify the understanding of the evaluation committee in accordance with the requirements of this RFP. The oral presentations shall be scheduled at the discretion of the Commonwealth. The Commonwealth reserves the right to not require oral presentations/demonstrations if they do not affect the final rankings.

Criteria	Points Possible
Oral Presentation/Demonstration, if applicable	1872
Total Points Possible	1872

END OF SECTION 80

Section 90—Negotiations

Section 90.000—Negotiations

The Commonwealth reserves the right pursuant to KRS 45A.085 to negotiate a contract with the top-ranked Vendor. In the event the Commonwealth cannot reach agreement with the top-ranked Vendor, it may proceed to negotiate with the next highest ranked Vendor, and so on. It is the Commonwealth's intent to award a contract to the Vendor with whom successful negotiations are completed.

Section 90.010—Items to Be Negotiated

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Terms and conditions that may be negotiated at the sole discretion of the Commonwealth include but are not limit to issues related to the Technical and/or Cost Proposals.

END OF SECTION 90

Section 100—Ranking of Proposals and Award of Contract

Section 100.000—Best Interest of the Commonwealth

The Commonwealth will rank the proposal in the manner set forth within this Solicitation. However, the Commonwealth reserves the right to reject any or all proposals in whole or in part based on the best interest of the Commonwealth.

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Section 100.010—Total Points Possible for Proposals

Criteria	Points Possible
Technical Proposal	5350
Cost Proposal	2140
Total Points Possible	7490
Oral Presentations/Demonstrations, if required.	1872
Total Points Possible With Oral Presentations/Demonstrations	9362

END OF SECTION 100

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END OF RFP

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ATTACHMENT A

COST PROPOSAL FORM

	Cost
Software License including maintenance, support, training, and upgrades (Cost should be phrased in terms of total annual charitable gaming receipts for Kentucky¹)	

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o For example, the cost should be expressed in terms of .05% of gaming receipts.

ATTACHMENT B

Solicitation/Contract #: _____

REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS

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FOR BIDS AND CONTRACTS IN GENERAL:

- I. Each bidder or offeror swears and affirms under penalty of perjury, that:
 - a. In accordance with KRS 45A.110 and KRS 45A.115, neither the bidder or offeror as defined in KRS 45A.070(6), nor the entity which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth of Kentucky; and the award of a contract to the bidder or offeror or the entity which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.
 - b. The bidder or offeror swears and affirms under penalty of perjury that, to the extent required by Kentucky law, the entity bidding, and all subcontractors therein, are aware of the requirements and penalties outlined in KRS 45A.485; have properly disclosed all information required by this statute; and will continue to comply with such requirements for the duration of any contract awarded.
 - c. The bidder or offeror swears and affirms under penalty of perjury that, to the extent required by Kentucky law, the entity bidding, and its affiliates, are duly registered with the Kentucky Department of Revenue to collect and remit the sales and use tax imposed by KRS Chapter 139, and will remain registered for the duration of any contract awarded.
 - d. The bidder or offeror swears and affirms under penalty of perjury that the entity bidding is not delinquent on any state taxes or fees owed to the Commonwealth of Kentucky and will remain in good standing for the duration of any contract awarded.

FOR "NON-BID" CONTRACTS (I.E. SOLE-SOURCE; NOT-PRACTICAL OR FEASIBLE TO BID; OR EMERGENCY CONTRACTS, ETC):

- II. Each contractor further swears and affirms under penalty of perjury, that:
 - a. In accordance with KRS 121.056, and if this is a non-bid contract, neither the contractor, nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of any contract awarded, have contributed more than the amount specified in KRS 121.150 to the campaign of the gubernatorial slate elected in the election last preceding the date of contract award.

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- b. In accordance with KRS 121.330(1) and (2), and if this is a non-bid contract, neither the contractor, nor officers or employees of the contractor or any entity affiliated with the contractor, nor the spouses of officers or employees of the contractor or any entity affiliated with the contractor, have knowingly contributed more than \$5,000 in aggregate to the campaign of a candidate elected in the election last preceding the date of contract award that has jurisdiction over this contract award.

Solicitation/Contract #: _____

REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS

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- c. In accordance with KRS 121.330(3) and (4), and if this is a non-bid contract, neither the contractor, nor any member of his/her immediate family, his/her employer, or his/her employees, or any entity affiliated with any of these entities or individuals, have directly solicited contributions in excess of \$30,000 in the aggregate for the campaign of a candidate elected in the election last preceding the date of contract award that has jurisdiction over this contract.

As a duly authorized representative for the bidder, offeror, or contractor, I have fully informed myself regarding the accuracy of all statements made in this affidavit, and acknowledge that the Commonwealth is reasonably relying upon these statements, in making a decision for contract award and any failure to accurately disclose such information may result in contract termination, repayment of funds and other available remedies under law.

Signature

Printed Name

Title

Date

Company Name

Address

Subscribed and sworn to before me by

(Affiant)

(Title)

of _____ this _____ day of _____, 20____.
(Company Name)

Notary Public

[seal of notary]

My commission expires: _____