



Commonwealth of Kentucky

SOLICITATION

TITLE: Data Base/Case Tracking System

DATE ISSUED

2011-04-01

SOLICITATION CLOSING

Date: 2011-05-10

Time: 15:30:00

SOLICITATION NO.

RFP 758 1100000264

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Room 096 Capitol Annex
Sherita Miller

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**Please see the Terms and Conditions
For Information on where to submit
Your Bid/Proposal.**

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Contact Name:
Contact Email:
Vendor Customer (VC) #:

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Name:
Address:
City, State Zip Code:
Phone #:
Email Address:
Contact Name:
Contact Email:
Vendor Customer (VC) #:

FOR INFORMATION CALL:

Sherita Miller
502-564-6522

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
1	Data Base/Case Tracking System		1.00	EA		
Comm Code	Comm Description	Manufacturer		Model #		Man Part #
20837	Database Software/Microcomputers					

Extended Description
See Attached RFP Solicitation

B I L T O				S H I P T O			
	BOARD OF CLAIMS/CRIME VICTIMS COMPENSATION BOARD				BOARD OF CLAIMS/CRIME VICTIMS COMPENSATION BOARD		
	130 BRIGHTON PARK BLVD				130 BRIGHTON PARK BLVD		
	FRANKFORT	KY	40601		FRANKFORT	KY	40601
	US				US		

Evaluation Criteria			
<i>The following criteria will be used when determining the award of this solicitation</i>			
Code	Criteria Description	Points	Vendor Response <i>(DO NOT LIST PRICES IN THIS SECTION. UNIT PRICES AND TOTAL PRICES MUST BE FILLED IN ADJACENT TO THEIR LINE ITEMS.)</i>

	Cost Proposal	700
	Technical Proposal	1900
	Oral Presentation/Demonstration	400

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NEW

The Kentucky Reciprocal Preference Law and Disabled Preference Law are now in effect. New requirements and affidavits have been added as attachments to this RFP.

See Section 70, Cost Proposal Evaluation.

COMMONWEALTH OF KENTUCKY

Request for Proposal (RFP)

For

Crime Victims Compensation Board

Data Base/Case Tracking System

Solicitation Number: RFP - 758- 1100000264

Date of Solicitation Release:

April 1, 2011

Issued by

The Finance and Administration Cabinet

On Behalf Of

Public Protection Cabinet (PPC)

Crime Victims Compensation Board

Commonwealth Buyer:

Sherita Miller, MPA

Strategic Procurement Specialist I

COMMONWEALTH OF KENTUCKY

FINANCE AND ADMINISTRATION CABINET

Office of Procurement Services

New Capitol Annex

702 CAPITOL AVE RM 096

FRANKFORT KY 40601

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(502) 564-6522
Fax: (502) 564-6013
Sherita.Miller@ky.gov

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Section 10—Administrative Overview

Section 10.000—Purpose

This Request for Proposal (RFP) is being issued for the purpose of improving office efficiency and service to our clients through the use of a modern case management system. We are seeking a vendor to provide this case management system using Cloud Technology and to convert the data from our current database/tracking system.

Section 10.010—Issuing Office

The Commonwealth of Kentucky, Finance and Administration Cabinet, Office of Procurement Services, is issuing this RFP on behalf of the Public Protection Cabinet

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(PPC), Crime Victims Compensation Board (CVCB). 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:
 Sherita Miller, MPA
 Strategic Procurement Specialist I
 COMMONWEALTH OF KENTUCKY
 FINANCE AND ADMINISTRATION CABINET
 Office of Procurement Services
 New Capitol Annex
 702 CAPITOL AVE RM 096
 FRANKFORT KY 40601
 (502) 564-6522
 Fax: (502) 564-6013
Sherita.Miller@ky.gov

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

- The Commonwealth Buyer cited in this RFP;
- Via written questions submitted to the Commonwealth Buyer.

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

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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.

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

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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	April 1, 2011
1st Set Of Vendors' Written Questions due by 4:30 PM ET	April 8, 2011
Commonwealth's Response to 1st Set of Vendors' Written Questions	April 15, 2011
2nd Set Of Vendors' Written Questions due by 4:30 PM ET	April 21, 2011
Commonwealth's Response to 2nd Set of Vendors' Written Questions	April 26, 2011
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 encouraged.	May 10, 2011

Section 10.070—Questions Regarding this RFP

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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 Sherita.Miller@ky.gov or via fax at 502-564-6013. No questions shall be accepted after the date(s) listed in Section 10.050. Oral questions shall not be accepted at any time. 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 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.

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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 10.095—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>

END OF SECTION 10

Section 20—Background and Present System Summary

Section 20.000—Organizational Description

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The Crime Victims Compensation Board (CVCB) has a five (5) member board of directors, operates under KRS 346, and is attached to the Public Protection Cabinet (PPC). The Crime Victims Compensation Fund serves to indemnify those needy persons who are innocent victims of criminal acts and who suffer bodily or psychological injury or death as a consequence thereof. Such persons or their dependents may thereby suffer disability, incur financial hardships, and become dependent upon public assistance. The fund is used as a payor of last resort for medical and funeral expenses, lost wages, and loss of support related to a crime. In addition to processing claims for crime victims, the twelve (12) full-time and three (3) part-time member staff is statutorily assigned responsibility for processing claims for the Sexual Assault Victim Assistance Fund (KRS 346.200 and KRS 216B.400), which pays for forensic exams; and for the Board of Claims (KRS 44), which pays claims resulting from alleged state negligence. The Executive Director, overseeing all three (3) programs, reports to the Board of Directors and the Cabinet Secretary. The Cabinet Secretary reports to the Governor of the Commonwealth of Kentucky.

Section 20.010—Functions Performed by Agency

Functions and responsibilities of the Crime Victims Compensation Board include, but are not limited to, the following:

1. Process claims received by the agency relating to crime victims, sexual assault forensic exams, and negligence claims against the Commonwealth;
2. Communicate with claimants regarding status of claims;
3. Facilitate payment of claims;
4. Collect data, prepare and submit reports required by the federal Victims of Violent Crime Act and Violence Against Women Act, in coordination with the Justice and Public Safety Cabinet, Grants Management Division; an annual report mandated by KRS 346.040(9); open records and other miscellaneous requests;
5. Monitor court-ordered restitution relating to offenders whose victims have had debt payments rendered by the CVCB;
6. Provide public assistance in regard to citizens filing claims with the agency or seeking other related information;
7. Provide staffing assistance to board members;

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8. Conduct monthly board meetings for the resolution of claims;
9. Interpret federal regulations and policies regarding crime victims' compensation and the subsequent development and interpretation of state regulations, policies, and procedures;
10. Monitor work on state law and regulations regarding crime victims' compensation;
11. Serve in an advisory capacity on committees, taskforces, etc, related to crime-victim issues;
12. Cooperate with other states concerning crime victim compensation issues;
13. Conduct on-going monitoring of the quality, efficiency, effectiveness, and scope of services provided;
14. Provide technical assistance to victim assistance agencies
15. Maintain budget, fiscal and financial reports in coordination with the Division of General Accounting in the Office of Fiscal Services and the Division of Administration and Financial Management within DCBS;

Section 20.020—Current Agency Database/Tracking System

The Kentucky Crime Victims Compensation Board, Sexual Assault Examination (SAEP) Program, and the Board of Claims (BoC) currently use a tracking system designed in 2001. It is a VB6.0 application with active reports and word merge reporting features with a SQL server 2005 database residing at the Department of Insurance (DOI). The CVCB and SAEP are incorporated, while the BoC is accessed and viewed separately. Each system is set up similarly, with minor variations. The system is responsible for housing all claim-related data for all three (3) programs, generating letters, and tracking status of claims. The system has multiple screens, drop-downs, check boxes, and boxes for entering text. Navigation through the current system is cumbersome and time consuming, and it lacks the ability to execute robust reporting. Support for the application is limited and not available after hours or on weekends. The server on which it is housed has periodic and unpredictable downtimes.

END OF SECTION 20

Section 30—Scope of Work



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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://technology.ky.gov/governance/Pages/architecture.aspx>

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://technology.ky.gov/governance/Pages/policies.aspx>

Section 30.030—Privacy, Confidentiality and Ownership of Information

The Crime Victims Compensation Board (CVCB) 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 Crime Victims Compensation Board (CVCB) data in network transit, storage, and cache.

Section 30.040—Software Development

Source code for software developed or modified by the Vendor specifically for the

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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 Commonwealth may decide to maintain the software in escrow, therefore 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” includes, 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.
- ✂ Crime information
- ✂ Birth dates
- ✂ Address(es)
- ✂ Phone numbers
- ✂ Medical information

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

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breaches.

Section 30.070— Contract Start-Up and Planning Phase Scope of Work

The Vendor shall include the following Contract start-up and planning activities in the project work plan:

The Vendor shall during the initial Contract Start-up phase:

1. Coordinate project orientation meeting with designated agency staff within five (5) business days following the notification of award;
2. Conduct a weekly status meeting with agency project coordinator and produce and submit to agency a written weekly progress report that outlines the work accomplished during the reporting period against the baseline Project Work Plan, work to be accomplished during the subsequent reporting period, outline of any complicating factors
3. Establish work teams, composed of agency and Vendor representatives, for the development and coordination of Vendor activities;
4. Define project management and reporting standards;
5. Establish communication protocols between agency and the Vendor;
6. Establish a schedule for key activities; and
7. Define expectations for the content and format of Contract Deliverables.

Section 30.080—Project Work Plan and Schedule

The Vendor and agency shall work together to finalize the draft implementation Project Work Plan provided by the Vendor in the proposal. The Project Work Plan shall detail the specific timeframes, tasks, dependencies, responsibilities and mutually developed key milestones that the Vendor shall maintain and the agency shall use to monitor progress throughout the project to ensure successful and timely analysis, configuration and conversion necessary for the implementation of a new database/tracking system.

The Project Work Plan shall present the separate activities for each project task and include:

Phase I

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- ✂ A logical sequence of tasks;
- ✂ A clear definition of each task;
- ✂ Staff required for each task;
- ✂ A specific completion date for each task; and
- ✂ Task relationships and dependencies.

Section 30.090— Operational Services and Support

Phase II

The Vendor shall:

- ✂ Provide Cloud-based state-of-the-art platform
- ✂ Provide continually upgraded software
- ✂ Provide 24/7 operation availability and technical support
- ✂ Respond within thirty (30) minutes to any support request
- ✂ Provide online and telephone support request facilities

Section 30.100 – Administration and Key Personnel

The Vendor shall provide the agency a document that designates and identifies the vendor's Key Personnel to work on the project, which shall include a dedicated Project Manager. The agency reserves the right to approve any changes in the Project Manager, work team and Key personnel from those submitted in the Vendor's proposal. For any necessary changes to the Project Manager, work team or Key personnel, the Vendor shall replace with personnel of equal or greater ability and qualifications who shall be subject to approval by the agency. Key personnel is defined as a core staff experienced in systems, operations, and policies and procedures necessary for overall project management, overall systems management, and others as defined by the Vendor and agreed to by the agency during Contract negotiations.

Section 30.110—Agency's Contract Start-up and Planning Responsibilities

The agency shall:

1. Designate an agency Project Manager for the project;

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2. Meet with the Vendor to discuss and confirm expectations and requirements for content and format of the task Deliverables;
3. Assess the Vendor's understanding of its responsibilities and the Vendor's capability to assume the functions required under the Contract; and
4. Review and approve the Vendor's Project Work Plan.

Section 30.120—Technology, Security and Disaster Recovery

The Vendor shall:

1. Provide back-up data storage for all systems and data that is the property of Agency. Such data shall be recoverable in a manner to ensure no data is lost and all data shall be recovered within eight (8) hours.
2. Provide a security plan to show evidence of systems in place to ensure the physical security of the site where claimant information will be processed and the security of network and information systems.
3. Submit electronic transmissions compatible with the existing computer system at the Commonwealth Office of Technology (COT). The electronic transmission will be sent in a manner to be determined by CVCB or COT.
4. Maintain a backup of all electronic transmissions for at least thirty (30) days.
5. Provide a disaster recovery plan before any system goes into production and/or the Vendor receives any Commonwealth production data. The disaster recovery plan:
 - a. Shall delineate in detail the steps the Vendor would take to minimize the disruption of the Agency's workflow in the event of a disaster. The Commonwealth shall have final approval of the plan;
 - b. A detailed data back-up plan and procedures, including the offsite storage of crucial transaction and master files; the plan and procedures shall include a detailed schedule for backing up critical files and their rotation to an offsite storage facility; the offsite storage facility shall also provide for comparable security of the data stored there, including fire, sabotage, and environmental considerations; and
 - c. Shall be detailed as to both Vendor and Commonwealth responsibilities and shall support State plans and processes and satisfy all requirements for Federal certification. The Vendor shall maintain and update the plan throughout the term of the Contract. The Commonwealth requires initial and annual testing of the

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plan.

6. Inform each of its employees having any involvement with personal data or other confidential information, of the laws and regulations governing confidentiality and will require each employee to sign a statement that he or she is aware of and will abide by said laws and regulations. The Vendor shall retain such signed statements will be retained in each employee's personnel file.
7. Take disciplinary action upon an employee's failure to comply with the laws and regulations governing confidentiality. Such action may include suspension, termination, and, when appropriate, referral for criminal prosecution

Section 30.140 – Requirements

1. The Vendor shall work with CVCB to:

- ✂ Determine the workflows, roles and responsibilities of agency staff, and incorporate this information into the design of a state-of-the-art case management / database system allowing for maximum work efficiency.
- ✂ Migrate agency data from the existing SQL server application to an application using a Cloud Technology platform.

2. The Vendor's design shall incorporate the following:

- ✂ Generate merged letters, statistical reports and a wide array of other documents
- ✂ Track staff and claim progress
- ✂ Provide auto notification
- ✂ Interface between data entry points and peripherals;
- ✂ Have potential to facilitate a paperless system, including receiving, processing, scanning, archiving and retrieving source documents/information;

3. The Vendor shall provide the agency project coordinator on-site training for the new system and a training manual and a user manual containing operations and instructions on trouble shooting problems and making future alterations and revisions.

4. The Vendor shall provide an advanced perpetually up-to-date on-demand platform with:

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- ✂ 24/7 technical support
- ✂ Real-time information on system performance and security
- ✂ Experience with service to a similar customer
- ✂ Robust customer relationships management (CRM)
- ✂ State-of-the-art security
- ✂ Ability to produce customized reports
- ✂ Ability to create executive dashboards
- ✂ Ability to create custom applications
- ✂ Ability to create custom workflows
- ✂ Robust ecosystem of approved third-party applications
- ✂ Scalable on-line infrastructure
- ✂ Seamless real-time internal collaboration
- ✂ Content repository for document sharing

Section 30.150—Project Objectives

CVCB objectives of this RFP should include:

- # State-of-the-art case, user-friendly management system
- # Efficient workflow
- # Shorten claims processing
- # Potential to move toward a paperless system
- # efficient and rapid entry and retrieval of data
- # process monitoring
- # standardized, customized reporting methods
- # advanced and perpetually upgraded on-demand platform
- # 24/7 technical support

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- # Real-time information on system performance and state-of-the-art security
- # Experience with service to a similar customer
- # Robust customer relationships management (CRM)
- # Seamless real-time internal collaboration

Section 30.160—End of Contract

At the end of the contract the Vendor shall provide all agency data in a form that can be converted to any subsequent system of the agency's choice. The Vendor shall cooperate to this end with the Vendor of the agency's choice, in a timely and efficient manner.

END OF SECTION 30

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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.

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

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Section 40.015—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 40.016—Agencies to Be Served

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

Public Protection Cabinet (PPC)
Crime Victims Compensation Board (CVCB)

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

Section 40.018—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 40.020—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 40.025—Type of Contract

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The contract proposed in response to this Solicitation shall be on the basis of a **firm 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 40.030—Term of Contract and Renewal Options

The initial term of the Contract shall be for a period of **two (2) years** from the effective date of the Award of Contract.

This Contract may be renewed at the completion of the initial Contract period for **four (4) additional one (1) 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.

The Commonwealth reserves the right to renegotiate any terms and/or conditions as may be necessary to meet requirements for the extended period. The Vendor will be advised of any proposed revisions prior to the renewal periods. In the event proposed revisions cannot be agreed upon, either party shall have the right to withdraw without prejudice from either exercising the option or continuing the contract in an extended period.

Section 40.035—Basis of Price Revisions

PRICE ADJUSTMENTS: Unless otherwise specified, the prices established by the Contract resulting from this Solicitation shall remain firm for the contract period subject to the following:

A: Price Increases: A price increase will not be allowed during the first twelve (12) months of the contract. Only one (1) price increase will be allowed during the Contract period. The price increase must be based on industry wide price changes. The Contract holder must request in writing a price increase at least thirty (30) days prior to the effective date, and shall provide firm proof that the price increase(s) is justified. The Office of Procurement Services may request additional information or justification. If the price increase is denied, the Contract holder may withdraw from the Contract without

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prejudice upon written notice and approval by the Office of Procurement Services. Provided, however, that the Vendor must continue service, at the Contract prices, until a new Contract can be established (usually within sixty (60) days).

B: Price Decreases: The Contract price shall be reduced to reflect any industry wide price decreases. The Contract holder is required to furnish the Office of Procurement Services with notice of any price decreases as soon as such decreases are available.

C: Extended Contract Periods: If the Contract provides for an optional renewal period, a price adjustment may be granted at the time the Contract is renewed, subject to price increase justification as required in Paragraph A "Price Increases" as stated above.

Section 40.040—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 therefore. 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 40.048—Addition or Deletion of Items or Services

The Office of Procurement Services reserves the right to add new and similar items, with the consent of the Vendor, to any contract awarded from this Solicitation. The Office of Procurement Services to effect this change will issue a Contract Modification. Until such time as the Vendor receives a Modification, the Vendor shall not accept Delivery Orders from any agency referencing such items or services.

Section 40.050—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,

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and/or correspondence shall not be construed as amendments to the Contract.

If the Contractor finds at any time that existing conditions made modification of the Contract necessary, it shall promptly report such matters to the Commonwealth Buyer for consideration and decision.

Section 40.055—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 40.060—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 40.065—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 40.070—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:

**Lindsay Crawford
Crime Victims Compensation Board
Public Protection Cabinet
130 Brighton Park Blvd.
Frankfort, KY 40601**

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502.573.2290

Lindsay.crawford@ky.gov

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

Section 40.075—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 40.080—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 40.085—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.

During the course of the Contract, the Agency reserves the right to require replacement of Key Personnel or any Vendor employee or Subcontractor employee found unacceptable by Agency. The Vendor shall remove the individual within two (2)

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calendar weeks of the request for removal and replace within thirty (30) calendar days after the position is vacated

Section 40.090—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.

Section 40.100—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 40.105—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 40.110—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.

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

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Section 40.115—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 and 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 40.120—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 40.125— 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.

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.

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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 options 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 40.130—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.

The Contractor shall pay any sales, use, and personal property taxes arising out of this

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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 40.135—Contract Claims

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

Section 40.140—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 40.145—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.

Section 40.150—Provisions for Termination of the Contract

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

Section 40.160—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 40.170—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 40.190—Recycling

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

Section 40.200—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 40.210—Accessibility

Vendor hereby warrants that the products or services to be provided under this Contract comply with the accessibility requirements of section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), and its implementing regulations set forth at Title

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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.

Section 40.220—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>

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 40.230— Access to Records

The contractor, as defined in KRS 45A.030 (9) agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this contract for the purpose of financial audit or program review. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the contract and shall be exempt from disclosure as provided in KRS 61.878(1)(c). The contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884.

Section 40.240—Funding-Out Provision

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The Vendor agrees that if funds are not appropriated to the agency or are not otherwise available for the purpose of making payments, the agency shall be authorized, upon sixty (60) days written notice to the Vendor, to terminate this contract. The termination shall be without any other obligation or liability of any cancellation or termination charges, which may be fixed by the contract.

Section 40.250—Reduction in Contract Worker Hours

The Kentucky General Assembly may allow for a reduction in contract worker hours in conjunction with a budget balancing measure for some professional and non-professional service contracts. If under such authority the agency is required by Executive Order or otherwise to reduce contract hours, the contract will be reduced by the amount specified in that document.

END OF SECTION 40

Section 50—Procurement Process and Requirements

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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

The Commonwealth reserves the right to request clarification of proposals pursuant to

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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

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10.090 of this RFP). All protests or notices of other controversies must be in writing and shall be addressed to:

Lori. H Flanery, 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 five (5) copies of the Technical Proposal under sealed cover and one (1) marked original and two (2) 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

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Information shall include two (2) 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 in Microsoft Word 7.0 or higher format and two (2) CDs containing the Cost Proposal pricing in Microsoft Word 7.0 or higher format. 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 May 10, 2011 at 3:30 pm EST.

ANY PROPOSAL RECEIVED AFTER **May 10, 2011 at 3:30 pm EST** 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:

Sherita Miller
COMMONWEALTH OF KENTUCKY
FINANCE AND ADMINISTRATION CABINET
Office of Procurement Services
702 CAPITOL AVE RM 096
FRANKFORT KY 40601

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

Data Base/Case Tracking System
SOLICITATION NUMBER: RFP - 758- 1100000264

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TECHNICAL PROPOSAL

Name of Offeror

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

Data Base/Case Tracking System

SOLICITATION NUMBER: RFP - 758- 1100000264

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;
- Response to technical portion of the RFP (See Section 60 of this RFP)

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

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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

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 sign 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

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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 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

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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 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".

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

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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. Scoring shall be based on the consensus scoring method.

Section 60.010—Technical Scoring Criteria

The following items set forth the evaluation requirements that proposals must include in order to fully, accurately, and completely satisfy information requirements as set forth in the evaluation portion of this RFP. These items describe in detail the evaluation criteria listed in this section. The proposal should include any other information the Vendor believes is significant to an evaluation of its proposal.

Section 60.020—References

The Vendor shall fully complete the reference form (Attachment A) for three (3) references. At least one (1) of the references shall be from the public sector. All references shall be from accounts similar to the scope and complexity of the Commonwealth's as outlined in Section 20 of this RFP.

If complete and accurate information is not provided, the Vendor's reference may not be considered for evaluation and may receive a score of zero (0).

References' telephone number and email address shall be included on the reference form otherwise the reference may receive a score of zero (0). If the reference does not have an email address, please state such on the reference form.

The Commonwealth, not the Vendor, shall contact references; however, it is the Vendor

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's responsibility to ensure that a reference is aware of and anticipates being contacted by the Commonwealth. If a reference is unable to be reached, or does not respond to the Commonwealth within the designated timeframe, that reference shall receive a score of zero (0). If it is determined as the result of a reference check that a reference is not qualified in accordance with the requirements of this RFP, the reference shall receive a score of zero (0). All references shall be valid and within the United States.

References shall not include Commonwealth of Kentucky employees.

Section 60.030 – Project Plan and Schedule

The Vendor's proposal shall include a Draft Project Work Plan with an anticipated date for assuming all functions of the database/tracking system design in accordance with Section 30.070 and Section 30.080 of the RFP. The Project Work Plan shall present the separate activities for each project task and include:

- ✂ A logical sequence of tasks;
- ✂ A clear definition of each task;
- ✂ Staff required for each task;
- ✂ A specific completion date for each task; and
- ✂ Task relationships and dependencies.

The draft project work plan shall specifically address the following:

1. Analysis of office workflows and processes
2. Application configuration
3. Data migration from old system to new system
4. System training for agency project coordinator
5. Provision of user manuals and user training manuals on new system.
6. Provision of administrative manuals and administrative training manuals for the agency project coordinator.

Section 60.040 – Vendor's Key Personnel

The Vendor's response shall highlight:

- ✂ The individuals assigned to the project and their experience on similar projects
- ✂ Resumes and backgrounds
- ✂ Education and experience of the personnel designated to work on the project
- ✂ The Vendor's experience in completing similar projects on time and within budget
- ✂ Timely and successful completion of projects

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Section 60.050 – Technology, Security and Disaster Recovery

The Vendor's response shall include a draft disaster recovery plan and an explanation of how the vendor shall meet the Commonwealth's security and privacy requirements.

Section 60.060 – Design

The Vendor shall describe how their proposed system works. The Vendor's response shall provide in detail how their system will meet the requirements in Section 30.140 and Section 30.150, including but not limited to:

- ✂ Generate merged letters, statistical reports and a wide array of other documents
- ✂ Track staff and claim progress
- ✂ Provide auto notification
- ✂ Interface between data entry points and peripherals
- ✂ Have potential to facilitate a paperless system, including receiving, processing, archiving and retrieving documents/information

Section 60.070 – Operational Services and Support

The Vendor shall describe their operational services and support that will be available for the life of the contract.

Section 60.080 – Requirements

The Vendor shall describe how they will provide each of the requirements in Section 30.140 and Section 30.150.

Section 60.090 – Value Added Services

The Vendor shall recommend innovative practices, business strategies and **value-added services** that will be offered by the Vendor to enable the Commonwealth to be successful in this effort. This is an opportunity for the Vendor to provide suggestions to distinguish themselves from other competing Vendors.

Section 60.100 – Technical Scoring Criteria

CRITERIA	POINTS POSSIBLE
60.020 – References	100

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60.030 – Project Plan and Schedule	500
60.040 – Vendor’s Key Personnel	100
60.050 – Technology, Security and Disaster Recovery	200
60.060 – Design	300
60.070 – Operational Services and Support	100
60.080 – Requirements	500
60.090 – Value Added Services	100
TOTAL POINTS POSSIBLE	1900

END OF SECTION 60

Section 70—Cost Proposal Evaluation

Tax Exempt Status

Do not include Federal Excise Tax, Kentucky Sales or Use Tax in prices quoted in response to this Solicitation.

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 B - Cost Proposal Form

Section 70.010—Cost Scoring Criteria

CRITERIA	POINTS POSSIBLE
Phase I	300
Phase II	400
TOTAL POINTS POSSIBLE	700

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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, 280 points is allocated to the lowest Price criteria for this procurement, vendor "A" bids \$3.00 as the lowest vendor and receives the maximum 280 points ($\$3.00/\$3.00 = 1.00 \times 280 = 280$). Assume vendor "B" is the next lowest vendor at \$4.00, then "B" receives 71.3 points ($\$3.00/\$4.00 = 0.75 \times 280 = 210$).

The scoring of cost is subject to Reciprocal preference for Kentucky resident bidders and Preferences for a Qualified Bidder or the Department of Corrections, Division of Prison Industries (KAR 200 5:410).

KRS 45A.490 Definitions for KRS 45A.490 to 45A.494.

As used in KRS 45A.490 to 45A.494:

- (1) "Contract" means any agreement of a public agency, including grants and orders, for the purchase or disposal of supplies, services, construction, or any other item; and
- (2) "Public agency" has the same meaning as in KRS 61.805.

KRS 45A.492 Legislative declarations.

The General Assembly declares:

- (1) A public purpose of the Commonwealth is served by providing preference to Kentucky residents in contracts by public agencies; and
- (2) Providing preference to Kentucky residents equalizes the competition with other states that provide preference to their residents.

KRS 45A.494 Reciprocal preference to be given by public agencies to resident bidders -- List of states -- Administrative regulations.

- (1) Prior to a contract being awarded to the lowest responsible and responsive bidder on a contract by a public agency, a resident bidder of the Commonwealth shall be given a preference against a nonresident bidder registered in any state that gives or requires a preference to bidders from that state. The preference shall be equal to the preference given or required by the state of the nonresident bidder.
- (2) A resident bidder is an individual, partnership, association, corporation, or other business entity that, on the date the contract is first advertised or announced as available for bidding:
 - (a) Is authorized to transact business in the Commonwealth; and
 - (b) Has for one (1) year prior to and through the date of the advertisement, filed Kentucky corporate income taxes, made payments to the Kentucky unemployment

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insurance fund established in KRS 341.490, and maintained a Kentucky workers' compensation policy in effect.

(3) A nonresident bidder is an individual, partnership, association, corporation, or other business entity that does not meet the requirements of subsection (2) of this section.

(4) If a procurement determination results in a tie between a resident bidder and a nonresident bidder, preference shall be given to the resident bidder.

(5) This section shall apply to all contracts funded or controlled in whole or in part by a public agency.

(6) The Finance and Administration Cabinet shall maintain a list of states that give to or require a preference for their own resident bidders, including details of the preference given to such bidders, to be used by public agencies in determining resident bidder preferences. The cabinet shall also promulgate administrative regulations in accordance with KRS Chapter 13A establishing the procedure by which the preferences required by this section shall be given.

(7) The preference for resident bidders shall not be given if the preference conflicts with federal law.

(8) Any public agency soliciting or advertising for bids for contracts shall make KRS 45A.490 to 45A.494 part of the solicitation or advertisement for bids.

The reciprocal preference as described in KRS 45A.490-494 above shall be applied in accordance with 200 KAR 5:400.

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

A bidder claiming Kentucky resident bidder status shall complete the attached Required Affidavit for Bidders, Offerors, and Contractors Claiming Resident Bidder Status. The BIDDING AGENCY reserves the right to request documentation supporting a bidder's claim of resident bidder status. Failure to provide such documentation upon request shall result in disqualification of the bidder or contract termination.

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

Preferences for a Qualified Bidder or the Department of Corrections, Division of

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Prison Industries (KAR 200 5:410).

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

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

The top **three (3)** 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.

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CRITERIA	POINTS POSSIBLE
Oral Presentations/Demonstrations, if applicable	400
TOTAL POINTS POSSIBLE	400

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

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.

Section 100.010—Total Points Possible for Proposals

CRITERIA	POINTS POSSIBLE
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Technical Proposal	1900 Points
Cost Proposal	700 Points
Total Points Possible	2600 Points
Oral Presentations/Demonstrations, if required.	400 Points
Total Points Possible With Oral Presentations/Demonstrations	3000 Points

END OF SECTION 100

**END OF RFP
ATTACHMENT A**

VENDOR REFERENCE FORM

Bidder Name:
Reference Company Name:
Type of Business:
Address:
Contact Name:
Phone Number for Contact:

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Phase II: ✂ Cost of Cloud platform service for 15 users	\$ /yr
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ATTACHMENT C

REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS

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:

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- 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.
- 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.

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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, to the best of his/her knowledge, 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: _____

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ATTACHMENT C2

Solicitation/Contract #: _____

REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS CLAIMING RESIDENT BIDDER STATUS

FOR BIDS AND CONTRACTS IN GENERAL:

The bidder or offeror hereby swears and affirms under penalty of perjury that, in accordance with KRS 45A.494(2), the entity bidding is an individual, partnership, association, corporation, or other business entity that, on the date the contract is first advertised or announced as available for bidding:

1. Is authorized to transact business in the Commonwealth;
2. Has for one year prior to and through the date of advertisement
 - a. Filed Kentucky corporate income taxes;
 - b. Made payments to the Kentucky unemployment insurance fund established in KRS 341.49; and
 - c. Maintained a Kentucky workers' compensation policy in effect.

The BIDDING AGENCY reserves the right to request documentation supporting a bidder's claim of resident bidder status. Failure to provide such documentation upon request shall result in disqualification of the bidder or contract termination.

Signature

Printed Name

Title

Date

Company Name

Address

Subscribed and sworn to before me
by

(Affiant)

(Title)

of _____ this _____ day of _____, 20____.

(Company Name)

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Notary Public
[seal of notary]

My commission expires: _____

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ATTACHMENT C3

Solicitation/Contract #: _____

REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS CLAIMING QUALIFIED BIDDER STATUS

FOR BIDS AND CONTRACTS IN GENERAL:

I. The bidder or offeror swears and affirms under penalty of perjury that the entity bidding, and all subcontractors therein, meets the requirements to be considered a "qualified bidder" in accordance with [200 KAR 5:410\(3\)](#); and will continue to comply with such requirements for the duration of any contract awarded. Please identify below the particular "qualified bidder" status claimed by the bidding entity.

_____ A nonprofit corporation that furthers the purposes of KRS Chapter 163

_____ Per KRS 45A.465(3), a "Qualified nonprofit agency for individuals with severe disabilities" means an organization that:

- (a) Is organized and operated in the interest of individuals with severe disabilities; and
- (b) Complies with any applicable occupational health and safety law of the United States and the Commonwealth; and
- (c) In the manufacture or provision of products or services listed or purchased under KRS 45A.470, during the fiscal year employs individuals with severe disabilities for not less than seventy-five percent (75%) of the man hours of direct labor required for the manufacture or provision of the products or services; and
- (d) Is registered and in good standing as a nonprofit organization with the Secretary of State.

The BIDDING AGENCY reserves the right to request documentation supporting a bidder's claim of qualified bidder status. Failure to provide such documentation upon request may result in disqualification of the bidder or contract termination.

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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: _____