



Commonwealth of Kentucky

SOLICITATION

TITLE: Workforce Information System**DATE ISSUED**

2011-06-22

SOLICITATION CLOSES**Date:** 2011-08-17**Time:** 15:30:00**SOLICITATION NO.**

RFP 758 1100000345

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Susan Noland**A
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For Information on where to submit
Your Bid/Proposal.****V
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Address:
City, State Zip Code:
Phone #:
Email Address:
Contact Name:
Contact Email:
Vendor Customer (VC) #:**R
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Address:
City, State Zip Code:
Phone #:
Email Address:
Contact Name:
Contact Email:
Vendor Customer (VC) #:**FOR INFORMATION CALL:**Susan Noland
502-564-5951**ONLINE BIDDING PROHIBITED**

Yes

OWNERSHIP TYPE:☐ Sole Proprietorship ☐ Partnership ☐ Corporation**SIGNATURE OF AUTHORIZED AGENT IS REQUIRED UNLESS RESPONSE IS SUBMITTED ELECTRONICALLY****FAILURE TO SIGN SHALL RENDER THE BID INVALID.**

Signature X _____ FEIN# _____ DATE _____

All offers subject to all terms and conditions contained in this solicitation.

Line Items

Line Group: Default Commodity Group

Line	CL Description	Due Date	Quantity	Unit Issue	Unit Cost	Line Total Or Contract Amt
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1	COMPUTER SOFTWARE FOR MINI AND MAINFRAME COMPUTERS (PREPROGR		1.00	EA		
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Comm Code	Comm Description	Manufacturer	Model #	Man Part #
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20900	COMPUTER SOFTWARE FOR MINI AND MAINFRAME COMPUTERS (PREPROGR			
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Extended Description

Office of Employment and Training
Labor Market Information Delivery System

B I L T O	Attn: Nancy Sherrow		S H I P T O	478719	
	Education & Workforce Development Cabinet			EC EMPLOYMENT & TRAINING-FRANKFORT	
	Office of Administrative Services			275 E MAIN ST MAILSTOP 2CA	
	234 CPT, 500 Mero St.				
	FRANKFORT	KY 40601		FRANKFORT	KY 40601
	US			US	

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

	Cost Evaluation	720	
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	Technical Evaluation	1200	
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	Oral Presentations/Demonstrations if required	630	
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1100000345	Document Phase Final	Document Description Workforce Information System	Page 4 of 60
------------	--------------------------------	---	-------------------------------

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

**Office of Employment and Training
Labor Market Information Delivery System
RFP 758 1100000345**

June 22, 2011

Issued by

**The Finance and Administration Cabinet
On Behalf Of
Office of Employment and Training**

Commonwealth Buyer:

Susan S. Noland

**COMMONWEALTH OF KENTUCKY
FINANCE AND ADMINISTRATION CABINET
Office of Procurement Services
New Capitol Annex
702 CAPITOL AVE RM 096**

1100000345	Document Phase Final	Document Description Workforce Information System	Page 5 of 60
------------	--------------------------------	---	-------------------------------

FRANKFORT KY 40601
(502) 564-5951
Fax: (502) 564-6013
Susan.Noland@ky.gov

TABLE OF CONTENTS

Section 10—Administrative Overview

Section 10.000—Purpose
 Section 10.010—Issuing Office
 Section 10.020—Restrictions on Communications
 Section 10.030—RFP Terminology
 Section 10.040—RFP Organization
 Section 10.050—Estimated Schedule of RFP Activities
 Section 10.060—Vendors' Conference
 Section 10.070—Questions Regarding this RFP
 Section 10.080—Access to Solicitation, RFP, and Addenda
 Section 10.090—Notification of Award of Contract
 Section 10.095—Additional Requirements

Section 20—Background and Present System Summary

Section 20.000—Background and Present System Summary

Section 30—Scope of Work

Section 30.000 – Requested Solution
 Section 30.010—Commonwealth Information Technology Forms
 Section 30.020—Compliance with Commonwealth IT Enterprise Architecture and Standards
 Section 30.030—Compliance with Commonwealth Security Standards
 Section 30.040—Privacy, Confidentiality and Ownership of Information
 Section 30.050—Software Development
 Section 30.060—License Agreements
 Section 30.070—Identity Theft Prevention and Reporting Requirements
 Section 30.080—Scope
 Section 30.090—Vendor Experience Requirements
 Section 30.100—Web Application Requirements
 Section 30.110—System Functionality Requirements
 Section 30.120—Implementation
 Section 30.130—Web Application Maintenance and Upgrades

1100000345	Document Phase Final	Document Description Workforce Information System	Page 6 of 60
------------	--------------------------------	---	-------------------------------

Section 40—Terms and Conditions

Section 40.000—Beginning of Work
 Section 40.010—Contract Components and Order of Precedence
 Section 40.015—Final Agreement
 Section 40.016—Agencies to Be Served
 Section 40.018—Extending the Contract Use to Other Agencies
 Section 40.020—Contract Provisions
 Section 40.025—Type of Contract
 Section 40.030—Term of Contract and Renewal Options
 Section 40.035—Basis of Price Revisions
 Section 40.040—Multiyear Contracts
 Section 40.048—Addition or Deletion of Items or Services
 Section 40.050—Changes and Modifications to the Contract
 Section 40.055—Changes in Scope
 Section 40.060—Contract Conformance
 Section 40.065—Assignment
 Section 40.070—Notices
 Section 40.075—Payment
 Section 40.080—Contractor Cooperation in Related Efforts
 Section 40.085—Subcontractors
 Section 40.090—Contractor Affiliation
 Section 40.100—Commonwealth Property
 Section 40.105—Insurance
 Section 40.110—Confidentiality of Contract Terms
 Section 40.115—Confidential Information
 Section 40.120—Advertising Award
 Section 40.125—Patent or Copyright Infringement
 Section 40.130—Permits, Licenses, Taxes and Commonwealth Registration
 Section 40.135—Contract Claims
 Section 40.140—Rights and Remedies
 Section 40.145—EEO Requirements
 Section 40.150—Provisions for Termination of the Contract
 Section 40.160—Bankruptcy
 Section 40.170—Conformance with Commonwealth & Federal Laws/Regulations
 Section 40.190—Recycling
 Section 40.200—Funding Limitations
 Section 40.210—Accessibility

1100000345	Document Phase Final	Document Description Workforce Information System	Page 7 of 60
------------	--------------------------------	---	-------------------------------

Section 40.220—State Vendor Eligibility Request Form

Section 40.230—Disclosure of contractor's financial records and information to certain governmental entities. (200 KAR 5:314.)

Section 40.240—Funding-Out Provision

Section 40.250—Reduction in Contract Workers

Section 50—Procurement Process and Requirements

Section 50.000—Rules for Procurement

Section 50.010—Approach

Section 50.020—Independent Price Determination

Section 50.030—No Contingent Fees

Section 50.040—Cancellation of This Solicitation

Section 50.050—Cost of Preparing Proposal

Section 50.060—Waiver of Minor Irregularities

Section 50.070—Clarifications of Proposals

Section 50.080—Best and Final Offers

Section 50.090—Rules for Withdrawal of Proposals

Section 50.100—Disposition of Proposals

Section 50.110—Commonwealth's Right to Use Proposal Ideas

Section 50.120—Protest

Section 50.130—Proposal Submission Requirements

Section 50.140—Format of Technical Proposal

Section 50.150—Transmittal Letter

Section 50.160—Format of Cost Proposal

Section 50.170—Prohibitions of Certain Conflicts of Interest

Section 50.180—Certification Regarding Debarment and Suspension

Section 50.190—Disclosure of Violation of Statutes

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

Section 50.210—Deviations to Other Provisions of the Solicitation

Section 50.220—Vendor Response and Proprietary Information

Section 60—Technical Proposal Evaluation

Section 60.000—Technical Proposal Evaluation

Section 60.010—Technical Scoring Criteria and Evaluation Requirements

Section 60.020—Vendor Experience Requirements

Section 60.030—Product Requirements

Section 60.040—Implementation and Testing

Section 60.050—Maintenance and Upgrades

1100000345	Document Phase Final	Document Description Workforce Information System	Page 8 of 60
------------	--------------------------------	---	-------------------------

Section 60.060—References

Section 60.070—Value-Added Services

Section 70—Cost Proposal Evaluation

Section 70.000—Cost Proposal Evaluation

Section 70.010—Cost Proposal Scoring Criteria

Section 80—Oral Presentations/Demonstrations

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

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

Section 80.020—Oral Presentation/Demonstrations Evaluation Criteria

Section 90—Negotiations

Section 90.000—Negotiations

Section 90.010—Items to Be Negotiated

Section 100—Ranking of Proposals and Award of Contract

Section 100.000—Best Interest of the Commonwealth

Section 100.010—Total Points Possible for Proposal

Attachments—Procurement Requirements

Attachment A—Vendor Reference Form

Attachment B—Cost Proposal Form

Attachment C—Definitions

Attachment C1—Required Affidavit for Bidders, Offerors, and Contractors

Attachment C2—Required Affidavit for Bidders, Offerors, and Contractors claiming resident bidder status

Attachment C3—Required Affidavit for Bidders, Offerors, and Contractors claiming qualified bidder status

Section 10—Administrative Overview

Section 10.000—Purpose

The Research and Statistics (R&S) Branch of the Kentucky Office of Employment and Training requires a workforce information delivery system to meet the requirements of the federally-funded Workforce Information Grant.

The site is currently maintained at www.workforcekentucky.ky.gov (URL may be subject to change with future web application implementation). The R & S Branch seeks to

1100000345	Document Phase Final	Document Description Workforce Information System	Page 9 of 60
------------	--------------------------------	---	-------------------------

improve user interaction with labor market information in a web-based, user-friendly environment. The new web application shall provide analytical tools and modules that will help our end-users access and analyze our Labor Market Information. These tools and modules shall be integrated into the web application functionality. With this enhanced web application replacement, R & S seeks to improve accessibility and availability of data to ensure an accommodating environment for end users. Kentucky had previously entered a contract to allow another vendor to host its own COTS application. Said vendor has terminated maintenance and support of this web application and Research and Statistics must implement a replacement.

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 Office of Employment and Training. 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:
Susan S. Noland
COMMONWEALTH OF KENTUCKY
FINANCE AND ADMINISTRATION CABINET
Office of Procurement Services
New Capitol Annex
702 CAPITOL AVE RM 096
FRANKFORT KY 40601
(502) 564-5951
Fax: (502) 564-6013
Susan.Noland@ky.gov

From the issue date of this RFP until a Contractor is selected and the selection is

1100000345	Document Phase Final	Document Description Workforce Information System	Page 10 of 60
------------	--------------------------------	---	-------------------------

announced, Offerors shall not allowed to communicate with any Commonwealth Staff concerning this RFP except:

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

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

Section 10.030—RFP Terminology

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

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

Section 10.040—RFP Organization

This RFP is organized in the following manner:

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

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

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

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

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

1100000345	Document Phase Final	Document Description Workforce Information System	Page 11 of 60
------------	--------------------------------	---	-------------------------

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.

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	June 22, 2011
1st Set Of Vendors' Written Questions due by 4:30 PM ET	July 13, 2011
Commonwealth's Response to 1st Set of Vendors' Written Questions	July 20, 2011
2nd Set Of Vendors' Written Questions due by 4:30 PM ET	July 27, 2011
Commonwealth's Response to 2nd Set of Vendors' Written Questions	August 3, 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	August 17, 2011

1100000345	Document Phase Final	Document Description Workforce Information System	Page 12 of 60
------------	--------------------------------	---	-------------------------

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.	
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Section 10.060—Vendors’ Conference

A Vendors’ Conference will not be held for this procurement.

Section 10.070—Questions Regarding this RFP

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 Susan.Noland@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://emars.ky.gov/online/vss/Advantage>.

At the E-Procurement Directory, go to the column on the right and click **VIEW SOLICITATION** 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:

1100000345	Document Phase Final	Document Description Workforce Information System	Page 13 of 60
------------	--------------------------------	---	-------------------------

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

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

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

Acknowledgment of Addenda to Solicitations

It is the Vendor's responsibility to check the web site for any modifications to this Solicitation. If modifications have been made, the Vendor's signature is required on the latest addendum. Acknowledgment shall be received prior to the hour and date specified for receipt of offers. Verbal acknowledgment shall not be accepted.

Failure to acknowledge the latest addendum of this Solicitation shall cause the bid to be deemed non-responsive.

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://emars.ky.gov/online/vss/Advantage>. Go to the column on the right and click **VIEW SOLICITATION**. 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>.

1100000345	Document Phase Final	Document Description Workforce Information System	Page 14 of 60
------------	--------------------------------	---	-------------------------

END OF SECTION 10

Section 20—Background

Section 20.000—Background and Present System Summary

Research and Statistics requires a vendor to develop, implement, and host a new workforce information delivery system in order to meet the deliverables of its federally-funded Workforce Information Grant. The goal of the site is to provide Labor Market Information (LMI) to a large customer base, extending to employers, students, teachers and trainers, market analysts, businesses and job seekers, thus furthering the role and usefulness of the Labor Market Information available in the database.

In 2001, Kentucky entered into a consortium of states that elected to implement a Labor Market Information website offered by a particular vendor. The vendor developed and provided a site template allowing for dissemination of articles, publications, and data. The site code was written in ASP and tailored to access data from the Workforce Information Database, a normalized, relational database structure developed for the storage and maintenance of labor market, economic, demographic, and occupational information. By way of the Workforce Information Database through the vendor-provided site template, Kentucky was able to disseminate data regarding population, income, employment, employment projections, mass layoffs, labor force estimates, with the potential to disseminate additional data such as tax information or transfer payments.

Data and content uploads were performed through the site administrative back office with the ability to preview the front end look and feel before upload was completed. The front office interface of the previous application had a layout consisting of a left navigation bar, a top navigation bar, and a content area below, standard web page design for the time. The site allowed linkage to the core Research and Statistics data collection and dissemination programs.

Research and Statistics seeks a replacement web application with similar functionality and data disseminating ability. The current version of the Workforce Kentucky site uses the CIBER Workforce Informer template and is located at www.workforcekentucky.ky.gov. The site receives over 20,000 visits monthly and in the area of 700-800 visits daily.

1100000345	Document Phase Final	Document Description Workforce Information System	Page 15 of 60
------------	--------------------------------	---	-------------------------

END OF SECTION 20

Section 30—Scope of Work

Section 30.000 – Requested Solution

Research and Statistics is seeking proposals from vendors that specialize in developing, implementing, and hosting a new workforce information delivery system in order to meet the deliverables of its federally-funded Workforce Information Grant. The goal of the site is to provide Labor Market Information (LMI) to a large customer base, extending to employers, students, teachers and trainers, market analysts, businesses and job seekers, thus furthering the role and usefulness of the Labor Market Information available in the database.

The Vendor's solution must meet all requirements outlined in this RFP and be based on the vendor hosting the solution on its servers.

Section 30.010—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 30.020—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.

Vendor shall enforce security protocols that shall protect the Commonwealth's website and database from all security threats without having to shut the site down for a period exceeding twenty-four (24) hours.

1100000345	Document Phase Final	Document Description Workforce Information System	Page 16 of 60
------------	--------------------------------	---	-------------------------

Section 30.030—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 30.040—Privacy, Confidentiality and Ownership of Information

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

Section 30.050—Software Development

Source code for software developed or modified by the Vendor specifically for the Commonwealth shall become property of the Commonwealth. Source code, data, and server setup documentation must be made available to the Office of Employment and Training within one (1) week if vendor cancels, terminates, or does not renew service contract for any reason. The same will apply if the Office of Employment and Training elects to opt out.

Section 30.060—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 30.070—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

1100000345	Document Phase Final	Document Description Workforce Information System	Page 17 of 60
------------	--------------------------------	---	-------------------------

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 IDs and associated passwords; and
Account Information –such account number(s), credit/debit/ProCard number(s), and/or passwords and/or security codes.

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

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

Section 30.080—Scope

The following scope describes tasks to be performed, contractor responsibilities, deliverables, performance criteria, technology standards, and system requirements. The Research and Statistics Branch seeks a vendor to enter a fixed-price contract. Payment will be contingent on vendor’s ability to provide a solution relevant to the request.

Section 30.090—Vendor Experience Requirements

The prospective vendor shall develop and implement a web application for dissemination of Labor Market Information. In order to meet federal grant deliverables (as outlined in the “Workforce Information Goals and Objectives” section of the ETA Training and Employment Guidance Letter at <http://wdr.doleta.gov/directives/attach/TEGL/TEGL03-10acc.pdf>), the vendor shall have experience with, and knowledge of, labor market information dissemination and accessibility. The vendor shall have a minimum of ten (10) years experience working with Labor Market Information and the Department of Labor mandates and shall have a

1100000345	Document Phase Final	Document Description Workforce Information System	Page 18 of 60
------------	--------------------------------	---	-------------------------

history or LMI web site development for other state Workforce Agencies. The vendor shall also have extensive experience in creating and maintaining software, tools, and modules that can access and analyze Labor Market Information. The vendor shall have established relationships working with the Employment and Training Administration and state LMI providers.

The vendor shall have the experience and background to offer an appropriate web solution that shall have the ability and existing modules to process LMI data. The vendor shall have extensive history and background working with the dissemination of workforce information and the development of systems that make LMI readily available to our client base.

Section 30.100—Web Application Requirements

The following general requirements are essential to the success of the R & S workforce information delivery system:

- § Web application shall host essential LMI data in Kentucky's Workforce Information Database (WID). The Workforce Information Database shall contain all Labor Market Information data, including, but not limited to population, income, employment, mass layoff, employment projections, labor force estimates, etc. This data shall be available on the new site in order to fulfill R & S grant deliverables.
- § Shall allow the ability to continually populate and update the database in accordance with Workforce Information Grant deliverables. Programs within the R & S Branch release monthly, quarterly, and annual data. This data shall be made available on the web site as quickly as possible to ensure the site contains the most current information.
- § Vendor shall provide 24/7 system availability and technical support with site maintenance and upgrades excepted so long as such outages do not exceed twelve (12) hours. This contractual agreement should essentially eliminate the possibility of extended outages during weekends, holidays, or other non-standard operational occasions. Extended outages diminish return visitors and hamper our ability to release real-time Labor Market Information.
- § Shall include system, site, and tool updates to meet the constantly changing Labor Market Information product requirements. Kentucky's workforce information delivery system shall evolve with the data as it is collected and

1100000345	Document Phase Final	Document Description Workforce Information System	Page 19 of 60
------------	--------------------------------	---	-------------------------

disseminated in a way that satisfies the needs of our client base, which includes job seekers, market analysts, businesses, employers, teachers and trainers, and others.

- § Vendor shall provide maintenance solutions as needed. In addition to the availability of technical support, the web application shall have the availability of specific maintenance solutions in the event of site errors or other issues.
- § Shall provide web design services for site redesign and updates. Vendor shall have the capability to work with and assist R & S staff with layout and design updates as they may be applied.
- § Shall allow Kentucky to publish Labor Market Information data, publications, and products beyond what is available in the Workforce Information Database in the form of site content (including industry and occupational projections, economic analyses and studies, and Labor Market Information publications and articles). This shall include Unemployment Insurance data not available in the database, but published monthly in static Portable Document File (PDF) on the site and shall include similar content.
- § Shall provide the necessary content management tools to update content on the website.
- § The vendor shall provide a development environment and a test environment with testing tools for Commonwealth use. Shall be adaptable to the changing Labor Market Information needs of the state and update the website capabilities and Labor Market Information tools as needed and as requested.
- § Site template shall provide Labor Market Information analysis tools that shall: 1) allow professionals to analyze historic Labor Market Information data; 2) provide user-friendly NAICS and O*Net selection or search tools; 3) allow the capability to visually or geographically display the latest Labor Market Information data; and 4) provide Labor Market Information services for individuals.

Section 30.110—System Functionality Requirements

The new web application shall be explicitly designed for detailed analysis of Labor Market Information and equipped with the functional ability and modules to examine the interrelationship among a variety of LMI data sets housed within the Workforce Information Database (WID) as hosted on the new site. These modules shall be a part of the Labor Market Information web application that shall be integrated into all facets of the site functionality. The vendor shall have the ability to integrate the current Workforce Information Database (WID) database and existing data and map file formats, such as PDF, CSV, TXT, and ZIP, not excluding other file formats R & S may choose for future publications. It shall be flexible and enable R & S to respond rapidly to current and

1100000345	Document Phase Final	Document Description Workforce Information System	Page 20 of 60
------------	--------------------------------	---	-------------------------

ever-changing Federal and State mandates regarding data dissemination. The site shall be adaptable and offer potential for growth and development as technology advances.

The system infrastructure shall allow automated data upload stored in the hosted Workforce Information Database for ease of accessibility. The solution shall allow data search capability for all Department of Labor and Bureau of Labor Statistics data time periods and geographic areas. The solution shall merge the availability of relevant LMI into an individual job search to enable end users to obtain data that relates to that occupation. This data shall be contained using the Workforce Information Database (WID) structure. The solution shall be designed to accommodate a wide variety of individuals who seek any and all types of labor market information.

The new web application shall be accessible twenty-four (24) hours a day, seven (7) days a week to R & S to ensure they have the ability to update and upload data without vendor or internal Kentucky IT assistance except during times that essential maintenance must be performed or upgrades must be implemented. The product shall allow for upgrades of both software and hardware on the schedule that the vendor offers them. These upgrades shall be performed as they are needed to ensure the site template and database structure are current and on par with conventional web viewing applications.

The vendor shall be aware of current and future federal mandates that involve the collection and release of labor market information and offer software applications that will allow R & S to produce data reports immediately.

In addition to these functionality requirements, the R & S staff seeks the following:

Site Aesthetics

The web application shall allow R & S staff versatility with regard to design, to include:

- § Shall allow staff the ability to incorporate state branding;
- § Template shall allow Kentucky to link all current statistical programs (QCEW, CES, OES, LAUS) with availability to add others;
- § Site shall be Section 508 compliant;
- § Template shall allow for modifications of fonts, color schemes, et cetera;
- § Site shall provide an end-user job search feature that will connect to a third-party job seeker utility;
- § Template shall allow agency staff the ability to edit HTML for content

1100000345	Document Phase Final	Document Description Workforce Information System	Page 21 of 60
------------	--------------------------------	---	-------------------------

flexibility within the back office content upload utility;

- § Site shall offer a feature for public end users to create a user account;

Site Administration

The web application shall contain a back office administration utility for R & S staff to utilize for upload of data and content independently of the vendor or Commonwealth Office of Technology staff. Requirements for back office administration are:

- § Data upload utility shall allow the upload of a number of database file types to include FoxPro, Access, Excel, and text imports into the hosted WID;
- § Back office shall allow secure user accounts for Research and Statistics staff;
- § Back office shall provide a user feedback management feature;
- § Back office management shall allow for the upload of a variety of file types;
- § Within the site template, Research and Statistics shall be able to define elements in the Cascading Style Sheet, via code or as a site design feature of the template.

Section 30.120—Implementation

Kentucky seeks the following requirements of implementation:

- § Vendor shall provide in-house training for the site template for a minimum of three (3) employees;
- § Vendor shall provide to Research and Statistics a task timeline at onset of implementation;
- § Vendor shall establish a communication model to facilitate operation with Research and Statistics throughout implementation;
- § At implementation vendor shall incorporate all of Kentucky's current Labor Market Information within the Workforce Information Database;
- § At implementation vendor shall be able to incorporate much of Kentucky's current content and external publications, including PDF and ZIP files;
- § Vendor shall be responsible for system tests with the inclusion of R & S staff;
- § Vendor shall be responsible for providing technical knowledge to the Content Manager and the Database Administrator;
- § Solution shall be a product developed and hosted by the vendor with continued development, enhancements, and upgrades to be implemented throughout the

1100000345	Document Phase Final	Document Description Workforce Information System	Page 22 of 60
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contract;

- § The vendor shall be responsible for all hardware and software necessary for implementation;
- § Vendor shall be able to perform implementation within a period no longer than four (4) months.

In addition, the vendor shall supply documentation to R & S throughout the implementation process.

Section 30.130—Web Application Maintenance and Upgrades

Within the contract period, vendor shall provide all maintenance solutions, including upgrades, enhancements, bug fixes, et cetera, as these issues arise and as appropriated within the maintenance cost agreement. Any system outages or failures shall be addressed within twelve (12) hours. Any service requests deemed **critical** (complete loss of system functionality) or **high** (partial loss of system functionality) shall be addressed within twelve (12) to twenty-four (24) hours. Any service requests deemed **medium** (loss of system functionality that can be circumvented) or **low** (issues or errors that have no significant impact on functionality) shall be addressed within twenty-four (24) to forty-eight (48) hours. In addition:

- § Vendor shall allot an appropriate staff requirement necessary to maintain the site in conjunction with R & S;
- § Vendor shall provide a guarantee that the product shall perform as outlined for the duration of the contract;
- § Vendor shall include a maintenance agreement;
- § Vendor shall conduct periodical conference calls with R & S staff as needed in order to maintain an electronic communication base that documents the status of ongoing maintenance and other upgrades

END OF SECTION 30

Section 40—Terms and Conditions

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

1100000345	Document Phase Final	Document Description Workforce Information System	Page 23 of 60
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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.

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

1100000345	Document Phase Final	Document Description Workforce Information System	Page 24 of 60
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Kentucky:

Office of Employment and Training

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

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 **one (1) year** from the effective date of the Award of Contract.

This Contract may be renewed at the completion of the initial Contract period for **five (5) 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

1100000345	Document Phase Final	Document Description Workforce Information System	Page 25 of 60
------------	--------------------------------	---	-------------------------

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 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

1100000345	Document Phase Final	Document Description Workforce Information System	Page 26 of 60
------------	--------------------------------	---	-------------------------

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, 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

1100000345	Document Phase Final	Document Description Workforce Information System	Page 27 of 60
------------	--------------------------------	---	-------------------------

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:

Thomas Bowell, Labor Market Information Director and Branch Manager
Research and Statistics Branch
Office of Employment and Training
Department of Workforce Investment
275 East Main Street, 2WG
Frankfort, KY 40621
502-564-7976
Thomas.Bowell@ky.gov

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

Susan S. Noland
COMMONWEALTH OF KENTUCKY
FINANCE AND ADMINISTRATION CABINET
Office of Procurement Services
New Capitol Annex
702 CAPITOL AVE RM 096

1100000345	Document Phase Final	Document Description Workforce Information System	Page 28 of 60
------------	--------------------------------	---	-------------------------

FRANKFORT KY 40601

(502) 564-5951

Fax: (502) 564-6013

Susan.Noland@ky.gov

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.

Section 40.090—Contractor Affiliation

1100000345	Document Phase Final	Document Description Workforce Information System	Page 29 of 60
------------	--------------------------------	---	-------------------------

"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.

Section 40.115—Confidential Information

1100000345	Document Phase Final	Document Description Workforce Information System	Page 30 of 60
------------	--------------------------------	---	-------------------------

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.

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

1100000345	Document Phase Final	Document Description Workforce Information System	Page 31 of 60
------------	--------------------------------	---	-------------------------

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 Contract and the transaction contemplated hereby. Any other taxes levied upon this

1100000345	Document Phase Final	Document Description Workforce Information System	Page 32 of 60
------------	--------------------------------	---	-------------------------

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

1100000345	Document Phase Final	Document Description Workforce Information System	Page 33 of 60
------------	--------------------------------	---	-------------------------

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 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

1100000345	Document Phase Final	Document Description Workforce Information System	Page 34 of 60
------------	--------------------------------	---	-------------------------

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 10A100, “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

The Vendor agrees that if funds are not appropriated to the agency or are not otherwise

1100000345	Document Phase Final	Document Description Workforce Information System	Page 35 of 60
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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

Section 50.000—Rules of Procurement

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

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

Section 50.010—Approach

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

Section 50.020—Independent Price Determination

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

1100000345	Document Phase Final	Document Description Workforce Information System	Page 37 of 60
------------	--------------------------------	---	-------------------------

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 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.

1100000345	Document Phase Final	Document Description Workforce Information System	Page 38 of 60
------------	--------------------------------	---	-------------------------

Section 50.120—Protest

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

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

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.

1100000345	Document Phase Final	Document Description Workforce Information System	Page 39 of 60
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Acknowledgment of Addenda to Solicitations

It is the Vendor's responsibility to check the web site for any modifications to this Solicitation. If modifications have been made, the Vendor's signature is required on the latest addendum. Acknowledgment shall be received prior to the hour and date specified for receipt of offers. Verbal acknowledgment shall not be accepted.

Failure to acknowledge the latest addendum of this Solicitation shall cause the bid to 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 seven (7) copies of the Technical Proposal under sealed cover and one (1) marked original and seven (7) copies of the Cost Proposal under separate sealed cover. If the Technical Proposal and Cost Proposal are not submitted under separate cover, the proposal may be deemed non-responsive. If any costs/pricing is included in the Technical Proposal, the proposal may be deemed non-responsive. Any information submitted in accordance with Section 50.220—Vendor Response and Proprietary Information, shall include seven (7) 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 PRIOPRIETARY INFORMATION IN THE ELECTRONIC COPIES. Pricing shall only be provided on the Cost Proposal. Proposals are due on August 17, 2011 at 3:30 pm EST.

ANY PROPOSAL RECEIVED AFTER August 17, 2011 at 3:30 pm EST SHALL BE REJECTED.

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

1100000345	Document Phase Final	Document Description Workforce Information System	Page 41 of 60
------------	--------------------------------	---	-------------------------

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 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

1100000345	Document Phase Final	Document Description Workforce Information System	Page 42 of 60
------------	--------------------------------	---	-------------------------

Vendor shall comply in full with all requirements of the **Kentucky Civil Rights Act**, and shall submit all data required by KRS 45.560 to 45.640;

- ✂ A sworn statement pursuant to KRS 11A.040 that the Vendor has not knowingly violated any provisions of the **Executive Branch Code of Ethics**;
- ✂ A sworn statement of that the Vendor is in compliance with Section 50.170—Prohibitions of Certain **Conflicts of Interest**;
- ✂ A statement of certification in accordance with Section 50.180—Certification Regarding **Debarment, Suspension, and Proposed Debarment**;
- ✂ The name, address, telephone number, fax number, and email address of the **contact person** for this RFP. The address shall be one in which the major overnight delivery services will deliver; and
- ✂ The name, address, telephone number, fax number and email address of the **contact person** to serve as a point of contact for day-to-day operations.
- ✂ **Subcontractor** information to include name of company, address, telephone number and contact name, if applicable.

Section 50.160—Format of Cost Proposal

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

Section 50.170—Prohibitions of Certain Conflicts of Interest

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

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

1100000345	Document Phase Final	Document Description Workforce Information System	Page 43 of 60
------------	--------------------------------	---	-------------------------

belief, the Vendor and/or its Principals is (are) not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any State or Federal agency.

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

Section 50.190—Disclosure of Violation of Statutes

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

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

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

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

Section 50.210—Deviations to Other Provisions of the Solicitation

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

1100000345	Document Phase Final	Document Description Workforce Information System	Page 44 of 60
------------	--------------------------------	---	-------------------------

Section 50.220—Vendor Response and Proprietary Information

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

Informational areas which normally might be considered proprietary shall be limited to individual personnel data, customer references, selected financial data, formulae, and financial audits which, if disclosed, would permit an unfair advantage to competitors. If a proposal contains information in these areas that a Vendor declares proprietary in nature and not available for public disclosure, the Vendor shall declare in the Transmittal Letter (Section 50.150) the inclusion of proprietary information and shall noticeably label as proprietary each sheet containing such information. Proprietary information shall be submitted under separate sealed cover marked "Proprietary Data". Proposals containing information declared by the Vendor to be proprietary, either in whole or in part, outside the areas listed above may be deemed non-responsive to the RFP and may be rejected.

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

END OF SECTION 50

Section 60—Technical Proposal Evaluation

Section 60.000—Technical Proposal Evaluation

1100000345	Document Phase Final	Document Description Workforce Information System	Page 45 of 60
------------	--------------------------------	---	-------------------------

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 right to reject all proposals.

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

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

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

Section 60.010—Technical Scoring Criteria and Evaluation Requirements

Each proposal will be evaluated based on the items listed below. The following items set forth are 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. Proposals shall take into consideration all components and aspects of the needs discussed or required in this RFP. The proposal should include any other information the Vendor believes is significant to an evaluation of its proposal.

Application Functionality

The Commonwealth seeks responses that meet the requirements set forth in Section 30 and demonstrates an understanding of each requirement outlined. The vendor shall provide a detailed explanation of how these requirements will be met and the product shall:

1100000345	Document Phase Final	Document Description Workforce Information System	Page 46 of 60
------------	--------------------------------	---	-------------------------

- ✂ Include Change management;
- ✂ Provide bug fixes in acceptable turnaround time;
- ✂ Include Technical Support;
- ✂ Provide new version releases and upgrades;
- **Provider must provide turn around time for bug fixes, changes, upgrades, and patches.**

In addition, vendor web application shall:

- ✂ Be intuitive and user friendly;
- ✂ Have easy-to-implement, state-configurable capabilities.
- ✂ Work with multiple platforms (i.e., Windows, Unix, and Linux);
- ✂ Support multiple browsers;
- ✂ Have an engine that will be high performance and display search results to users with a response time under five seconds;
- ✂ Provide Research and Statistics the ability to meet Federal Labor Market Information Guidelines.
- ✂ Include a descriptive overview of contingency plans addressing both disaster recovery and business continuity

Section 60.020—Vendor Experience Requirements

Vendor shall provide a history of its firm and a description of the services offered. Details of the project team must also be provided, including:

- a. Team organization chart;
- b. Project manager resume;
- c. Key team member resumes.

The Vendor shall highlight corporate capabilities, organizational structure, financial stability, and previous experience related to the requirements of this RFP. Vendor must show experience relevant to the RFP.

Section 60.030—Product Requirements

Product Requirements will be evaluated in terms of web application requirements and system functionality requirements as outline in Sections 30.090 and 30.100, respectively. Vendor shall offer a detailed Labor Market Information web application

1100000345	Document Phase Final	Document Description Workforce Information System	Page 47 of 60
------------	--------------------------------	---	-------------------------

design and implementation proposal with product solution or Labor Market Information tool suggestions that offers a timeline that falls within the four (4) month implementation timeframe. Include information on the programming languages and software that shall be used. Proposal shall include a minimum of one (1) design layout and/or wireframes of proposed site. Vendor must demonstrate a web design approach that will improve the ability of the Commonwealth to disseminate Labor Market Information to the public.

Vendor shall provide design and hosting standards and policies and procedures related to: server/site security, SSL certificates, security threats, response to outages, site backup (to include disaster recovery and/or business continuity plan), development/test site, content management tools, updates to code or servers, turnaround time for service requests and upgrades, bug reporting system/process, and response time for bug fixes.

Section 60.040—Implementation and Testing

Vendor shall propose a timeline for website and database implementation as outlined in Section 60.030. This timeline shall include a detailed product schedule. Vendor shall include the timeline involved for a website design, testing, and site launch as well as the timeline for importing the existing Kentucky Workforce Information Database and testing .

Section 60.050—Maintenance and Upgrades

Vendor shall propose how it will address all maintenance solutions, including upgrades, enhancements, bug fixes, et cetera, as these issues arise and as appropriated within the maintenance agreement. Vendor shall include a sample maintenance agreement.

Section 60.060—References

The Vendor shall fully complete the reference form (Attachment A) for three (3) references. At least one (1) of the references shall be a state government Labor Market Information entity. All references shall be from accounts similar to the scope of the Labor Market Information website 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 numbers and email addresses shall be included on the reference form, otherwise the reference may receive a score of zero (0). If the reference does not

1100000345	Document Phase Final	Document Description Workforce Information System	Page 48 of 60
-------------------	--------------------------------	---	--------------------------------

have an email address, please state such on the reference form.

The Commonwealth, not the Vendor, shall contact references; however, it is the Vendor'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 60.070—Value-Added Services

The vendor shall recommend, in summary format, innovative Practices, Business Strategies and value-added services or products that will be offered by the vendor to enable the Commonwealth to aid in the dissemination of Labor Market Information to the public. Vendor shall include details about any value added services or products that would be provided at no cost to the Commonwealth. This is an opportunity for the vendor to provide strategies and suggestions to distinguish it from other competing vendors.

TECHNICAL SCORING COMPONENTS	POINTS POSSIBLE
Vendor Experience Requirements (Section 60.020)	200 Points
Product Requirements (Section 60.030)	600 Points
Implementation and Testing (Section 60.040)	175 Points
Maintenance and Upgrades (Section 60.050)	125 Points
References (Section 60.060)	50 Points
Value-Added Services (Section 60.070)	50 Points
TOTAL TECHNICAL POINTS POSSIBLE	1,200 POINTS

Proposals scoring less than seven hundred (700) points on the Technical Score shall be eliminated from further consideration.

1100000345	Document Phase Final	Document Description Workforce Information System	Page 49 of 60
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END OF SECTION 60

Section 70—Cost Proposal Evaluation

Section 70.000—Cost Proposal Evaluation

Vendors shall ONLY provide cost on the Cost Proposal (See Attachment B) .

Section 70.010—Cost Scoring Criteria

Criteria	Points Possible
Cost Proposal	720
Total Points Possible	720

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, 720 points is allocated to the lowest Price criteria for this procurement, vendor “A” bids \$3.00 as the lowest vendor and receives the maximum 95 points ($\$3.00 / \$3.00 = 1.00 \times 720 = 720$). Assume vendor “B” is the next lowest vendor at \$4.00, then “B” receives 540 points ($\$3.00 / \$4.00 = .75 \times 720 = 540$).

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:

1100000345	Document Phase Final	Document Description Workforce Information System	Page 50 of 60
------------	--------------------------------	---	-------------------------

- (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 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.

1100000345	Document Phase Final	Document Description Workforce Information System	Page 51 of 60
------------	--------------------------------	---	-------------------------

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 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

1100000345	Document Phase Final	Document Description Workforce Information System	Page 52 of 60
------------	--------------------------------	---	-------------------------

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

Criteria	Points Possible
Oral Presentation	630
Total Points Possible	630

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

1100000345	Document Phase Final	Document Description Workforce Information System	Page 53 of 60
-------------------	--------------------------------	---	--------------------------------

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
Technical Proposal	1200
Cost Proposal	720
Total Points Possible	1920
Oral Presentations/Demonstrations, if required.	630
Total Points Possible With Oral Presentations/Demonstrations	2550

END OF SECTION 100

END OF RFP

1100000345	Document Phase Final	Document Description Workforce Information System	Page 54 of 60
-------------------	--------------------------------	---	--------------------------------

ATTACHMENT A

VENDOR REFERENCE FORM

Bidder Name:
Reference Company Name:
Type of Business:
Address:
Contact Name:
Phone Number for Contact:
E-mail Address for Contact:
Period Of Time Doing Business With This Company:
From: To:
Type of Business/Services Provided:

1100000345	Document Phase Final	Document Description Workforce Information System	Page 55 of 60
------------	--------------------------------	---	-------------------------

**ATTACHMENT B
COST PROPOSAL FORM
SEE EXCEL SPREADSHEET ATTACHED TO HEADER**

The Attachment(s) indicated below may be downloaded by accessing the “Attachment” link found on the Solicitation Details View page where this RFP was downloaded. Once the Attachment link is accessed, select the file name you wish to download, and select the “Download Attachment” hyperlink. For assistance with downloading these attachments please contact the Commonwealth Buyer listed in the RFP document.

Attachment B—Cost Proposal Form

ATTACHMENT C

DEFINITIONS

Definitions:

BLS—Bureau of Labor Statistics

CES—Current Employment Statistics

COT—Commonwealth Office of Technology

COTS—Commercial-Off-The-Shelf-software

EDS—Electronic Delivery System

ETA—Employment & Training Administration

LAUS—Local Area Unemployment Statistics

LMI—Labor Market Information.

MSA—Metropolitan Statistical Area

NAICS—North American Industry Classification System

1100000345	Document Phase Final	Document Description Workforce Information System	Page 56 of 60
------------	--------------------------------	---	-------------------------

OES—Occupational Employment Statistics

OET—Office of Employment and Training

QCEW—Quarterly Census of Employment & Wages

R & S—Research and Statistics

WID—Workforce Information Database

ATTACHMENT C1

REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS

Solicitation/Contract #: _____

REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS

2

PAGE 1 OF

FOR BIDS AND CONTRACTS IN GENERAL:

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

1100000345	Document Phase Final	Document Description Workforce Information System	Page 57 of 60
------------	--------------------------------	---	-------------------------

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.

Solicitation/Contract #: _____

REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS

PAGE 2 OF

2

- 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

1100000345	Document Phase Final	Document Description Workforce Information System	Page 58 of 60
-------------------	--------------------------------	---	--------------------------------

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

Notary Public
[seal of notary]

My commission expires: _____

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)

1100000345	Document Phase Final	Document Description Workforce Information System	Page 59 of 60
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Notary Public
[seal of notary]

My commission expires: _____

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.

Signature

Printed Name

Title

Date

Company Name

Address

Subscribed and sworn to before me by _____

1100000345	Document Phase Final	Document Description Workforce Information System	Page 60 of 60
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_____ (Affiant) _____ (Title)
of _____ this ____ day of _____, 20____.
(Company Name)

Notary Public
[seal of notary] My commission expires: _____