

## **ADDENDUM #1 (JUNE 29, 2016)**

- Administrative Modification to Change the Title of the RFP throughout the Document. No other changes have been made.

### **PROPOSAL SUBMISSION CHECKLIST**

The vendor **MUST** include the following with the proposal submission. If the items highlighted below are not submitted with the proposal submission, the Commonwealth **MUST** deem the proposal non-responsive and SHALL NOT consider for award.

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

- FACE OF SOLICITATION - SIGNED [see Section 60.4]
- LATEST ADDENDUM - SIGNED [see Section 60.4]
- \*PROPOSED TECHNICAL SOLUTION UNDER SEALED COVER AND BY CLOSING DATE AND TIME [see Sections 60.5 – 60.7]
- \*PROPOSED COST SOLUTION UNDER SEALED COVER AND BY CLOSING DATE AND TIME [see Section 60.8 & Attachment B]
- TRANSMITTAL LETTER [see Section 60.6(A)]
- REVENUE FORM 10A100 KENTUCKY TAX REGISTRATION APPLICATION (see Section 60.6 (C))
- CERTIFICATE OF AUTHORITY- REGISTRATION WITH SECRETARY OF STATE BY A FOREIGN ENTITY [see Section 60.6 (D)]
- REQUIRED AFFIDAVIT(S) [see Attachment C]
- EEO FORMS IF APPLICABLE [see Section 40.21]

*\*The Commonwealth defines SEALED as “a closure that must be broken to be opened and that thus reveals tampering”. (Merriam-Webster Dictionary, <http://www.merriam-webster.com/dictionary/seal>)*

**ATTACHMENT A**

**Commonwealth of Kentucky**

**Request for Proposal (RFP)**

**For**

**Governor's Office Website (Vendor Hosted Solution)**

**RFP 758 1600000512**

**Release Date: June 28, 2016**

**CLOSING DATE AND TIME: July 22, 2016 at 3:30pm EST**

*(See Section 10.9 of this RFP for the Estimated Schedule of RFP Activities)*

**Issued by**

**The Finance and Administration Cabinet**

**On Behalf Of**

**Office of the Governor**

**Commonwealth Buyer:**

**Stephanie R. Williams, CPPO, CPPB, MPA**

**COMMONWEALTH OF KENTUCKY**

**FINANCE AND ADMINISTRATION CABINET**

**Office of Procurement Services**

**New Capitol Annex**

**702 CAPITOL AVE RM 096**

**FRANKFORT KY 40601**

**(502) 564-8621**

**Fax: (502) 564-6013**

**[stephanier.williams@ky.gov](mailto:stephanier.williams@ky.gov)**

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## SECTION 10 – INTRODUCTION AND OVERVIEW

### 10.1 Purpose

The purpose of this Request for Proposal (RFP) is to solicit proposals for competitive negotiations pursuant to 200 KAR 5:307. **The Office of the Governor** is seeking a vendor to configure, implement and maintain a content management system hosted by the vendor. The system will support the Office of the Governor's main website (<http://governor.ky.gov/Pages/index.aspx>).

### 10.2 Issuing Office

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

### 10.3 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 the response.

The solicitation, addenda, and attachments shall be posted to the Kentucky Vendor Self Service site at <https://emars.ky.gov/webapp/vssoonline/AltSelfService>. It is not necessary to register to access the solicitation. Unregistered vendors can access solicitations by clicking on public access.

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.

### 10.4 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, Agency, Office of the Governor.

- 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
- **Requirements that include the words “Shall”, “Will”, “Must” indicate a mandatory requirement**

**10.5 Restrictions on Communications**

The Commonwealth Buyer named on the Cover Sheet of this RFP 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 the Buyer.

For violation of this provision, the Commonwealth shall reserve the right to disqualify the vendors’ proposal response.

**10.6 Written Questions Regarding this RFP**

Vendors are encouraged to submit written questions pursuant to Section 10.9 of this RFP. Written questions shall be submitted to the Commonwealth Buyer via email at [stephanier.williams@ky.gov](mailto:stephanier.williams@ky.gov) or via fax at 502-564-6013. **Vendors should submit questions on Attachment D-Vendors Question Form.** No questions shall be accepted after the date(s) listed in Section 10.9 unless the question(s) is considered material to the procurement. The Commonwealth shall respond to salient questions in writing by issuing an addendum to the solicitation. The addendum shall be posted to the Kentucky Vendor Self Service site.

Oral questions will be permitted at the scheduled Vendors’ Conference. See Section 10.9 for the date and time.

**10.7 Notification of Award of Contract**

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.

All applicable statutes, regulations, policies and requirements shall become a part of an award as well as the Information Technology requirements.

To view the award of contract(s) and the contractor(s) receiving the award(s) for this solicitation, access the Kentucky Vendor Self Service site at <https://emars.ky.gov/webapp/vssonline/AltSelfService>.

Vendors can search for the solicitation title or number in the keyword search field, or can filter their search for only awarded solicitations by clicking on Advanced Search and changing the status to “Awarded”. The award(s) information can be accessed by clicking on the details button of the solicitation

and clicking the “Notice of Award” tab. 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.

**10.8 Protest**

Pursuant to KRS 45A.285, the Secretary of the Finance and Administration Cabinet, or his designee, shall have authority to determine protests and other controversies of actual or prospective 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 a 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. All protests or notices of other controversies must be in writing and shall be addressed and mailed to:

**William M. Landrum III, Secretary  
COMMONWEALTH OF KENTUCKY  
FINANCE AND ADMINISTRATION CABINET  
New Capitol Annex  
702 CAPITOL AVE RM 383  
FRANKFORT KY 40601**

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.

**10.9 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.

## Anticipated Schedule of Activities

Release of RFP	June 28, 2016
<b>Vendors' Conference</b> <b>Location: 101 Cold Harbor, Frankfort KY 40601</b> <b>Time: 10:00 AM EST</b> <i>Attendance is highly encouraged, as this will be the only opportunity to ask oral questions. The Commonwealth shall not be bound by oral answers to the questions presented at the Vendors' Conference or oral statements made at any other time by any member of the Commonwealth's staff. Salient questions asked at the Vendors' Conference and the responses will be reduced to writing and issued in an Addendum that shall be posted to the E-Procurement Page.</i>	July 6, 2016
<b>Written Questions due by 10:00 AM EST</b> (please submit in writing all oral questions that were presented at the Vendors' Conference as well as any additional written questions that were not presented at the Vendors' Conference) <b>SUBMIT QUESTIONS ON ATTACHMENT D- VENDORS' QUESTION FORM</b>	July 7, 2016
Commonwealth's Response to Vendors' Written Questions	July 8, 2016
Proposals due by 3:30 PM EST	July 22, 2016

*All bidders are cautioned to be aware of security in the Capitol Annex in Frankfort. In-person or courier delivered bids/proposals in response to a Commonwealth solicitation should be delivered a minimum of thirty (30) minutes to one (1) hour earlier than the published closing date and 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.*

## SECTION 20 – BACKGROUND AND PRESENT SYSTEM SUMMARY

### 20.1 BACKGROUND

The Office of the Governor is seeking a vendor to configure, implement and maintain a content management system hosted by the vendor. The system will support the Office of the Governor's main website (<http://governor.ky.gov/Pages/index.aspx>).

Currently, the Office of the Governor is utilizing Microsoft SharePoint, offered by the state's official web portal Kentucky.gov, as the platform for the Office of the Governor's website. The Office of the Governor would like to move to a new system that offers more mobile flexibility, while allowing internal staff to continue to manage content.

The site shall allow new architecture, design, and Drupal or WordPress theme. It should reflect the Governor's Office values of servant leadership, honest dialogue, transparency, accessibility, solutions to benefit every Kentuckian and

pride in the Commonwealth, all while enhance user-experience through creative design and functionality.

## **SECTION 30 – COMMONWEALTH OFFICE OF TECHNOLOGY (COT) REQUIREMENTS**

### **30.1 Commonwealth Information Technology Policies and Standards**

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

### **30.2 Compliance with Kentucky Information Technology Standards (KITS)**

A. The Kentucky Information Technology Standards (KITS) 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 were applicable for all related work resulting from this RFP.

<http://technology.ky.gov/Governance/Pages/KITS.aspx>

B. The vendor and any subcontractors shall be required to submit a technology roadmap for any offered solution. Additional roadmaps will be submitted upon request of the Commonwealth. The Roadmap shall include, but is not limited to, planned, scheduled and projected product lifecycle dates and historical release/ patch or maintenance dates for the technology. In addition, any guidance on projected release/revision/patch/maintenance schedules would be preferred.

### **30.3 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 Security Policies**

<http://technology.ky.gov/ciso/Pages/InformationSecurityPolicies,StandardsandProcedures.aspx>

#### **Enterprise Policies**

<http://technology.ky.gov/policy/pages/policies.aspx>

#### **Finance and Administration Cabinet Commonwealth Office of Technology Enterprise IT Policies**

<http://finance.ky.gov/services/policies/Pages/default.aspx>

30.4 **Compliance with Industry Accepted Reporting Standards Based on Security Controls and Trust Principles**

The vendor must employ a comprehensive risk and threat management approach based on defined industry standards for service organizations such as the Statement on Standards for Attestation Engagements (SSAE 16). The vendor must undergo annual controls reviews based on these standards and have the ability to demonstrate compliance through the applicable reporting mechanisms associated with these reviews. This shall include providing access to any publicly available reports (i.e. SSAE 16 SOC 3) as well as on site reviews of reports available specifically for business partners (i.e. SSAE 16 SOC 2).

30.5 **System Vulnerability and Security Assessments**

The Commonwealth reserves the right to conduct external non-invasive vulnerability and security assessments of the software and infrastructure used to provide services prior to implementation and periodically thereafter. Upon completion of these assessments, the Commonwealth will communicate any findings to the vendor for action. Any cost relating to the alleviation of the findings will be the responsibility of the vendor. Mitigations will be subject to re-evaluation after completion. In cases where direct mitigation cannot be achieved, the vendor shall communicate this and work closely with the Commonwealth to identify acceptable compensating controls that will reduce risk to an acceptable and agreed upon level. An accredited third party source may be selected by the vendor to address findings, provided they will acknowledge all cost and provide valid documentation of mitigation strategies in an agreed upon timeframe.

30.6 **Privacy, Confidentiality and Ownership of Information**

The Commonwealth Office of Technology (COT) 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 should provide sufficient security to protect the Commonwealth and COT data in network transit, storage, and cache. **All sensitive data, as defined in Enterprise Standards, must be encrypted in-transit and at rest.**

30.7 **Software Development**

Source code for software developed or modified by the vendor specifically for the Commonwealth shall become property of the Commonwealth. This is not meant to include minor modifications to the vendor software to configure the software for Commonwealth use. This is meant to include software written to add functionality to the vendor product specifically to meet the requirements of the Commonwealth where the Commonwealth bears the entire cost of creating that functionality.

30.8 **License Agreements**

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

30.9 **Software Version Requirements**

All commercially supported and Commonwealth approved software components such as Operating system (OS), Database software, Application software, Web Server software, Middle Tier software, and other ancillary software must be kept current. In the event that a patch interferes with the solution, the vendor must present a plan for compliance to the Commonwealth outlining the constraints and an appropriate plan of action to bring the solution in to compliance to allow this patch to be applied in the shortest timeframe possible, not to exceed three months, unless otherwise negotiated with the Commonwealth.

The vendors shall keep software in compliance with industry standards to support third party dependencies such as Java, Adobe Flash, Internet Explorer, Mozilla Firefox, etc. at currently supported version, release, and patch levels. In the event that a third party dependency interferes with the solution, the vendor must present a plan for compliance to the Commonwealth outlining the constraints and an appropriate plan of action to bring the solution into compliance to allow this third party dependency to be updated in the shortest timeframe possible, not to exceed three months, unless otherwise negotiated with the Commonwealth.

30.10 **Section 508 Compliance**

All user interfaces to the solution(s) provided, shall be warranted by the vendor to comply with Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d) and the World Wide Web Consortium's (W3C) Web Content Accessibility Guidelines (WCAG) 1.0, conformance level Double-A or greater.

30.11 **No Surreptitious Code Warranty**

The contractor represents and warrants that no copy of licensed Software provided to the Commonwealth contains or will contain any Self-Help Code or any Unauthorized Code as defined below. This warranty is referred to in this contract as the "No Surreptitious Code Warranty".

As used in this contract, "Self-Help Code" means any back door, time bomb, drop dead device, or other software routine designed to disable a computer program automatically with the passage of time or under the positive control of a person other than the licensee of the software. Self-Help Code does not include Software routines in a computer program, if any, designed to permit an owner of the computer program (or other person acting by authority of the owner) to obtain

access to a licensee's computer system(s) (e.g. remote access) for purposes of maintenance or technical support.

As used in this contract, "Unauthorized Code" means any virus, Trojan horse, spyware, worm or other Software routines or components designed to permit unauthorized access to disable, erase, or otherwise harm software, equipment, or data; or to perform any other such actions. The term Unauthorized Code does not include Self-Help Code.

In addition, contractor will use up-to-date commercial virus detection software to detect and remove any viruses from any software prior to delivering it to the Commonwealth.

The vendor shall defend the Commonwealth against any claim, and indemnify the Commonwealth against any loss or expense arising out of any breach of the No Surreptitious Code Warranty.

### 30.12 **Applicable Security Control Framework Compliance**

The vendor must have an awareness and understanding of the NIST Special Publication 800-53 Security Control Framework and employ safeguards that meet or exceed the moderate level controls as defined within the standard. These controls must provide sufficient safeguards to provide reasonable protections around the Commonwealth's data to ensure that the confidentiality, integrity, and availability is maintained at an appropriate level. These include but are not limited to:

- *Access Control*  
The vendor must employ policy and process that provide for stringent control to limit physical and logical access to systems that house Commonwealth data to a need to know basis and provide clear separation of duties.
- *Awareness and Training*  
The vendor must provide the appropriate role specific training for staff to ensure that there is awareness and understanding of roles and responsibilities as they relate to the protections around the Commonwealth's data.
- *Audit and Accountability*  
There must be sufficient auditing capability to ensure that actions are tracked and there is individual accountability for all actions taken by vendor staff.
- *Configuration Management*  
The vendor must work within established baselines that provide minimal functionality needed to ensure service delivery without exposing unnecessary risk. The vendor must also employ structured change control processes that provide a level of coordination with the client agreed upon in a Service Level Agreement (SLA).

- *Contingency Planning*  
The vendor must employ contingent planning policy and procedures that ensure service delivery based on agreed SLA levels while maintaining all Commonwealth data within the continental United States.
- *Identification and Authorization*  
The vendor must employ appropriate identity and access management policies and procedures to ensure that access is appropriately authorized and managed at a level to ensure that access is provisioned and de-provisioned in a timely and efficient manner.
- *Incident Response*  
The vendor must employ policy and procedures to ensure that an appropriate response to all identified security incidents are addressed in a timely manner and are reported to the appropriate parties in an agreed upon SLA timeframe. The vendor must also ensure that all staff are sufficiently trained to ensure that they can identify situations that are classified as security incidents.
- *Maintenance*  
The vendor must employ policy and procedures that ensure that all maintenance activities are conducted only by authorized maintenance staff leveraging only authorized maintenance tools.
- *Media Protection*  
The vendor must employ policy and procedure to ensure that sufficient protections exist to protect Commonwealth data on all storage media throughout the media lifecycle and maintain documentation from media creation through destruction.
- *Physical and Environmental Controls*  
The vendor must employ physical and environmental policies and procedures that ensure that the service and delivery infrastructure are located in a physically secure and environmentally protected environment to ensure the confidentiality, integrity, and availability of Commonwealth data.
- *Personnel Security*  
The vendor must employ policies and procedures to ensure that all staff that have access to systems that house, transmit, or process Commonwealth data have been appropriately vetted and have been through a background check at the time of hire and periodically thereafter.
- *System and Communications Protections*  
The vendor must employ physical and logical protection that protect system communications and communication media from unauthorized access and to ensure adequate physical protections from damage.

## SECTION 40 – PROCUREMENT REQUIREMENTS

### 40.1 Procurement Requirements

Procurement requirements are listed under “**Procurement Laws, Preference, Regulations and Policies**” and “**Response to Solicitation**” located on the

eProcurement Web page at <http://eprocurement.ky.gov> and <http://finance.ky.gov/services/eprocurement/Pages/VendorServices.aspx> respectively. The vendor must comply with all applicable statutes, regulations and policies related to this procurement.

**40.2 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
4. Procurement Statutes, Regulations and Policies
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.

**40.3 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.

**40.4 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.

**40.5 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.

**40.6 Contract Usage**

As a result of this RFP, the contractual agreement with the selected vendor will in no way obligate the Commonwealth of Kentucky to purchase any services or equipment under this contract. The Commonwealth agrees, in entering into any

contract, to purchase only such services in such quantities as necessary to meet the actual requirements as determined by the Commonwealth.

**40.7 Addition or Deletion of Items or Services**

The Office of Procurement Services reserves the right to add new and similar items, by issuing a contract modification, to this contract with the consent of the vendor. Until such time as the vendor receives a modification, the vendor shall not accept delivery orders from any agency referencing such items or services.

**40.8 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.

**40.9 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.

**40.10 Contract Conformance**

If the Commonwealth Buyer determines that deliverables due under the contract 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.

**40.11 Assignment**

The contract shall not be assigned in whole or in part without the prior written consent of the Commonwealth Buyer.

**40.12 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.

**40.13 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.

**40.14 Contractor Affiliation**

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

**40.15 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.

**40.16 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.

**40.17 Confidential Information**

The contractor shall comply with the provisions of the Privacy Act of 1974 and instruct its employees to use the same degree of care as it uses with its own data to keep confidential information concerning client data, the business of the Commonwealth, its financial affairs, its relations with its citizens and its employees, as well as any other information which may be specifically classified

as confidential by the Commonwealth in writing to the contractor. All Federal and State Regulations and Statutes related to confidentiality shall be applicable to the contractor. The contractor shall have an appropriate agreement with its employees, and any subcontractor employees, to that effect, provided however, that the foregoing will not apply to:

- A. Information which the Commonwealth has released in writing from being maintained in confidence;
- B. 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
- C. Information, which, after disclosure, becomes part of the public domain as defined above, through no act of the contractor.

**40.18 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 without the expressed written consent of the agency technical contact person. (see Section 50.4)

**40.19 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 United States patent or copyright, then without diminishing the contractor's obligation to satisfy any final award, the contractor may, with the Commonwealth's written consent, substitute other equally suitable equipment, materials, and information, or at the contractor's option and expense, obtain the right for the Commonwealth to continue the use of such equipment, materials, and information.

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

against the Commonwealth on such issue in any suit or proceeding defended by the contractor.

If principles of governmental or public law are involved, the Commonwealth may participate in the defense of any such action, but no costs or expenses shall be incurred for the account of the contractor without the contractor's written consent. The contractor shall have no liability for any infringement based upon:

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

**40.20 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 contract, the transaction, or the equipment or services delivered pursuant hereto shall be borne by the contractor.

**40.21 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.

<http://finance.ky.gov/services/eprocurement/Pages/VendorServices.aspx>.

**40.22 Provisions for Termination of the Contract**

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

**40.23 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.

**40.24 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 in accordance with KRS 45A.245.**

**40.25 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 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.

**40.26 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.

**40.27 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.

40.28 **No Contingent Fees**

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

40.29 **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 will 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 [see Section 60.6 (A)] 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.

40.30 **Contract Claims**

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

40.31 **Limitation of Liability**

The liability of the Commonwealth related to contractual damages is set forth in KRS 45A.245.

40.32 **Discrimination (Effective April 8, 2015)**

Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. This section applies only to contracts utilizing federal funds, in whole or in part. During the performance of this contract, the contractor agrees as follows:

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

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

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

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

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

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

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

## SECTION 50 – SCOPE OF WORK

### 50.1 **Agencies to Be Served**

This contract shall be for use by the Office of the Governor. No shipments shall be made except upon receipt by vendor of an official delivery order from the using agency.

**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).

## 50.2 **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 **four (4) additional one (1) year** periods upon the mutual agreement of the Parties. Such mutual agreement shall take the form of a contract modification as described in Section 40.8 of this RFP.

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

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

The Commonwealth reserves the right to renegotiate any terms and/or conditions as may be necessary to meet requirements for the extended period. 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.

## 50.3 **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 shall not occur during the first twelve (12) months of the contract. A vendor may request a price increase after twelve (12) months of the contract, which may be granted or denied by the Commonwealth. Any such price increase shall 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.

#### 50.4 **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 during the negotiation phase of this procurement.

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

#### 50.5 **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.

#### 50.6 **Scope of Work/Technical Requirements**

Proposed system Requirements:

- A. Drupal or WordPress theme
- B. Accommodate individuals with disabilities in accordance with the American with Disabilities Act (ADA).
- C. The public facing side should be browser agnostic and work with commonly used browsers found on Windows, Linux and Mac computer systems.
- D. Browser's intended for internal use connecting to the state network must comply with the KITS standards.
- E. Operate consistently, regardless of monitor size; provide design and layout flexibility to accommodate various monitor sizes and resolutions.
- F. Allow social media integration:
  - 1. Social Media Integration should include the ability to post and share to major social media outlets such as Twitter and Facebook
  - 2. Integration should also allow the CMS the ability to integrate existing social media streams, such as RSS or Twitter feeds, into the website.

3. If public comments are displayed anywhere on the site, staff shall have the ability to mark any commented areas as quarantinable so staff can review them prior to being displayed on the site.
- G. Downloads for PDFs, images, audio, and embeddable video with YouTube, and Flickr slideshows
- H. Ability to tag content appropriately to appear in as many contexts as needed
- I. Provide the capability to monitor website usage through Google Analytics for in-depth trend analysis and reports.
- J. Ability to paste in HTML forms from FormAssembly.
- K. Ability to use Google Custom Search.
- L. Site shall be restructured in order to make it easy to use for all target audiences.
- M. Major categories of content shall include, but not be limited to, the following:
  1. Homepage
  2. About
    - Governor
    - Cabinet Secretaries
  3. Governor's Office
    - Flag Status
    - Constituent Services (includes forms)
    - Boards and Commissions (includes forms)
    - Kentucky Colonels (includes forms)
    - Scheduling and Appearance Requests (includes forms)
  4. Newsroom
    - Ability to tag and display latest news
    - Feed from our current newsroom
  5. Priorities/Current Initiative
    - Ability to tag news to appear under appropriate priority/initiative
- N. Vendor Network Performance and Support:
  1. Vendor shall provide cost break down for network uptimes of 99.999%, 99.95%, 99.99%, and 99.9%.
  2. Vendor shall include explanation of how uptime will be defined and monitored
  3. Vendor maintenance routine shall include prescheduling with the client; maintenance/scheduled downtime will not occur during the client's prime work hours: 7:00 a.m. – 7:00 p.m. ET, Monday-Friday.
  4. Vendor shall have a fully dedicated, established 24/7 user support system with predictive emergency management procedures and a full client-vendor communications plan.
  5. Vendor shall provide a user manual, user training, and access to a user support knowledgebase or community.
  6. Vendor shall have a clear and demonstrated method for web content extraction, in a format readily usable by client without purchase of additional vendor services or systems, and without compromising the features/usability of the website.

## SECTION 60 – PROPOSAL SUBMISSION

### 60.1 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.

### 60.2 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.

### 60.3 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.

### 60.4 Submission of RFP Response

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 should 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**.

#### **Acknowledgment of Addenda**

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. **Failure to acknowledge the latest addendum of this solicitation shall cause the bid to be deemed non-responsive if the latest addendum is material to the procurement**. Acknowledgment shall be received prior to the hour and date specified for receipt of offers. Verbal acknowledgment shall not be accepted.

### 60.5 Format of Response

A. Proposals shall be submitted in **two (2) parts**: the **Technical Proposal** and the **Cost Proposal**.

1. The **Technical Proposal** should include one (1) marked original, four (4) copies, and five (5) CDs (in Microsoft Word, Microsoft Excel or PDF). (Do not submit thumb drives, flash drives, etc.)

2. The **Cost Proposal** should include (1) marked original, four (4) copies, and five (5) CDs (in Microsoft Word, Microsoft Excel or PDF). (Do not submit thumb drives, flash drives, etc.)
- B. \*Proposals shall be sealed and submitted to the Commonwealth Buyer by the RFP Closing Date and Time (both are identified on the Cover Page of this RFP). ANY PROPOSAL RECEIVED AFTER THE CLOSING DATE AND TIME SHALL BE REJECTED AND RETURNED UNOPENED TO THE VENDOR AT THE VENDOR'S EXPENSE.

***\*The Commonwealth defines SEALED as "a closure that must be broken to be opened and that thus reveals tampering". (Merriam-Webster Dictionary, <http://www.merriam-webster.com/dictionary/seal>)***

Should differences be determined to exist between the hardcopy proposal and the electronic version, the hardcopy shall prevail. **Pricing shall only be provided in the Cost Proposal. DO NOT SUBMIT ANY PRICING INFORMATION IN THE TECHNICAL PROPOSAL.**

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

**Governor's Office Website (Vendor Hosted Solution)  
RFP 758 1600000512  
TECHNICAL PROPOSAL  
Name of Offeror  
Closing Date and Time**

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

**Governor's Office Website (Vendor Hosted Solution)  
RFP 758 1600000512  
COST PROPOSAL  
Name of Offeror  
Closing Date and Time**

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

## 60.6 Technical Proposal Content

### A. Transmittal Letter

The transmittal letter should be on the vendor's letterhead, notarized and signed by an agent authorized to bind the vendor. The transmittal letter should include the following:

- i. A statement that **deviations** are included, if applicable. Proposed deviations must be outlined in the transmittal letter.  
*Any deviation 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 this solicitation. The Commonwealth reserves the right to reject any and/or all deviations in whole or in part.*
- ii. A sworn statement that, if awarded a contract as a result of this solicitation, the vendor shall comply in full with all requirements of the **Kentucky Civil Rights Act**, and shall submit all data required by KRS 45.560 to 45.640;
- iii. A sworn statement pursuant to KRS 11A.040 that the vendor has not knowingly violated any provisions of the **Executive Branch Code of Ethics**;
- iv. A sworn statement of that the vendor is in compliance with Prohibitions of Certain **Conflicts of Interest**;
- v. A statement of certification in accordance with In accordance with Federal Acquisition Regulation 52.209-5, Certification Regarding **Debarment, Suspension, and Proposed Debarment** that to the best of its knowledge and belief, the vendor and/or its principals is (are) not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any State or Federal agency.
- vi. 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.
- vii. 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.
- viii. **Subcontractor** information to include name of company, address, telephone number and contact name, if applicable.

### B. Disclosure of Violation of Statutes

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.

**C. Kentucky Tax Registration Application**

Revenue Form 10A100, Kentucky Tax Registration Application 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://finance.ky.gov/services/eprocurement/Pages/VendorServices.aspx>

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."

**D. Registration with the Secretary of State by a Foreign Entity**

Pursuant to KRS 45A.480(1)(b), an agency, department, office, or political subdivision of the Commonwealth of Kentucky shall not award a state contract to a person that is a foreign entity required by [KRS 14A.9-010](#) to obtain a certificate of authority to transact business in the Commonwealth ("certificate") from the Secretary of State under [KRS 14A.9-030](#), **therefore, foreign entities should submit a copy of their certificate with their solicitation response.** If the foreign entity is not required to obtain a certificate as provided in [KRS 14A.9-010](#), the foreign entity should identify the applicable exception in its solicitation response. Foreign entity is defined within [KRS 14A.1-070](#). Businesses can register with the Secretary of State at:

<https://secure.kentucky.gov/sos/ftbr/welcome.aspx> .

**E. Required Affidavits (see Attachment C)**

**F. Completed and signed face of solicitation (see Section 60.4)**

**G. Signed face of latest addendum of the solicitation (see Section 60.4)**

**H. EEO Forms if applicable (see Section 40.21)**

**I. Proposed Solution (see Section 60.7)**

## 60.7 Proposed Solution Content

Response should be based on the RFP requirements and should include the following:

- A. Executive Summary: Briefly describe the Offeror's proposal. Summary should be no more than two (2) pages and should highlight the major features of the proposal. An evaluator should be able to determine the essence of the proposal by reading the executive summary. (This is for informational purposes only and will not be evaluated)
- B. Response should provide an approach to the RFP requirements and should include:
  1. Company Background
    - a. Please provide vendor general company information, background and history, size, locations, certifications, and staff credentials.
    - b. Provide an organizational chart containing the internal structure of your organization and a description of how reporting relationships are structured.
    - c. Provide details of your company's strategies and practices for staying current on regulations, legislation, certifications, and compliance. Describe any lawsuits in the past 3 years or pending against your firm, if applicable.
    - d. List any past/current implementations of Web Services. Provide a description of the services provided for each implementation and identify any government customers.
    - a. Provide the resumes of the proposed Key Staff that will be supporting the Commonwealth. Also provide copies of resumes and certifications of all leadership points of contacts that will work with the Commonwealth. Include the years of experience, roles, and responsibilities for each staff member listed. (Do not include personal information such as phone numbers, social security numbers, etc.)
  2. Technical Approach – Describe your Technical Approach.
  3. Implementation Plan
    - a. Describe how you will manage:
      - 1) The transition from current site to proposed site, including migration timeline, milestones and key deliverables.
      - 2) Handoff, clearly identifying who will provide the necessary resources and who will pay for them.
      - 3) Sample Design Mock Up, including all of the pages listed in Section 50.6 M.
  4. Project Management Plan
    - b. Explain if the Commonwealth will have a dedicated account or project manager. Include in this explanation if the project manager's time is shared between multiple customers and how many customers will be supported by this person.
    - c. Explain the modes of communications that are available to the

- Commonwealth. Identify any methods of communication that are associated with a specific resource or role.
- d. Describe the method used for selecting team members for specific engagements, including the level of participation of the customer, when choosing your support staff.
  - e. Describe the ongoing support and maintenance that will be provided after implementation to include response times and resources that will be available to the Commonwealth.
5. Disaster Recovery Plan - Describe your Disaster Recovery Plan.
  6. Grant Reporting/Compliance Plan - Describe your Grant Reporting/Compliance Plan.
  7. Turnover Plan - Describe your Turnover Plan.
  8. Security Plan - Describe your Security Plan.

***DO NOT INCLUDE ANY COST IN THE TECHNICAL RESPONSE.  
COST SHOULD BE SUBMITTED SEPARATELY***

**60.8 Cost Proposal Content**

The vendor should provide its costs for the proposed solution as instructed on the **Cost Proposal Form. (see Attachment B)**

The Commonwealth of Kentucky is Tax Exempt. Do not include Federal Excise Tax, Kentucky Sales or Use Tax in proposed costs.

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

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

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

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

I, \_\_\_\_\_, representing \_\_\_\_\_  
 (print name) (Company name)  
 certify that the price in this proposal was arrived  
 without any conflict of interest, as described above.

\_\_\_\_\_  
 Signature / Date

**SECTION 70 –PROPOSAL EVALUATION**

**70.1 Proposal Evaluation**

The Commonwealth shall conduct a comprehensive, fair, and impartial evaluation of all proposals. The Commonwealth may reject any proposal that is incomplete or in which there are significant inconsistencies or inaccuracies. The Commonwealth reserves the right to reject all proposals.

The Commonwealth has established a Proposal Evaluation Committee to review, evaluate and verify information submitted by the offeror.

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.

The Commonwealth shall evaluate the proposals by assigning scores as indicated.

**70.2 Technical Proposal Evaluation**

<b>Criteria</b>	<b>Maximum Points Possible</b>
RFP requirements	10
Technical Approach	10
Implementation Plan	20
Project Management Plan	10
Disaster Recovery Plan	10
Grant Reporting/Compliance Plan	10
Turnover Plan	10
Security Plan	20
<b>Maximum Points Possible</b>	<b>100</b>

70.3 **Cost Proposal Evaluation**

Criteria	Maximum Points Possible
Proposed Cost of Solution	200
<b>Maximum Points Possible</b>	<b>200</b>

*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).*

70.4 **Oral Demonstration/Presentation Evaluation, if required**

Criteria	Maximum Points Possible
<p>Demonstration/Presentation</p> <p>The Commonwealth reserves the right to require Oral Presentations/Demonstrations to verify or expand on the Technical or Cost Proposals. This is the opportunity for the vendor to present and demonstrate the solution and to answer questions or to clarify the understanding of the evaluation committee in accordance with the requirements of this RFP. The Commonwealth reserves the right to reject any or all proposals in whole or in part based on the oral presentations/demonstrations.</p> <p>If required, the <b>top two (2)</b> highest ranking vendors will be invited. Scheduling will be at the discretion of the Commonwealth. The Commonwealth reserves the right not require oral presentations/demonstrations if they do not affect the final rankings.</p>	200
<b>Maximum Points Possible</b>	<b>200</b>

70.5 **Best and Final Offer (BAFO)**

In accordance with FAP 111-57-00 (3) (h), the Commonwealth reserves the right to request Best and Final Offers (BAFO).

70.6 **Total Proposal Evaluation**

Criteria	Maximum Points Possible
<b>Technical Proposal</b>	<b>100</b>
<b>Cost Proposal</b>	<b>200</b>
<b>Oral Demonstrations/Presentations, if required</b>	<b>200</b>
<b>MAXIMUM POINTS POSSIBLE</b>	<b>500</b>



## **SECTION 80 – NEGOTIATIONS**

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

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.

## **SECTION 90 – ATTACHMENTS**

Attachments 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.

- ATTACHMENT A – This RFP Document**
- ATTACHMENT B – Cost Proposal Form**
- ATTACHMENT C – Affidavits**
- ATTACHMENT D – Vendors' Question Form**