ATTACHMENT A

Commonwealth of Kentucky
Request for Proposal (RFP)
For
KETS Network Products and Services Rebid
RFP 758 2700000070

Release Date: August 28, 2026
CLOSING DATE AND TIME September 28, 2026, at 3:30pm ET

Issued by
The Finance and Administration Cabinet
On behalf of the Kentucky Department of Education (KDE)
Office of Education Technology (OET)

Commonwealth Buyer:
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PROPOSAL SUBMISSION CHECKLIST

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

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

- *PROPOSED TECHNICAL SOLUTION
- *PROPOSED COST SOLUTION
- TRANSMITTAL LETTER [see Section 6.7(A)]
- REVENUE FORM 10A100 KENTUCKY TAX REGISTRATION APPLICATION **IF APPLICABLE** [see Section 6.7 (C)],
- CERTIFICATE OF AUTHORITY- REGISTRATION WITH SECRETARY OF STATE BY A FOREIGN ENTITY **IF APPLICABLE** [see Section 6.7 (D)]
- REQUIRED ANNUAL AFFIDAVIT AND OTHER AFFIDAVIT(S) https://finance.ky.gov/office-of-the-secretary/FinanceForms/Annual%20Required%20Affidavit%20for%20Bidders%20Offerors%20and%20Contractors.pdf
- ATTACHMENT E – MANDATORY REQUIREMENTS CHECKLIST

SECTION 1 - RFP SUMMARY

1.1 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	August 28, 2026
Vendors' Conference will be conducted through video conferencing by the Commonwealth. Location: Via MS Teams Time: 8:00 AM ET – 10:00 AM ET *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.*	September 3, 2026
Vendors MUST email Dianne.Lee@ky.gov by 8:00am ET with their company name, contact name and email address to confirm attendance for the Vendor Conference in order to receive an email invitation for MS TEAMS.	September 2, 2026
Vendors' Written Questions due by 9:00 AM ET **(SUBMIT QUESTIONS ON ATTACHMENT D-VENDORS' QUESTION FORM)**	September 4, 2026
Commonwealth's Response to Vendors' Written Questions	September 11, 2026
Proposals due by 3:30 PM ET	September 28, 2026

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

Vendors shall provide the following information via email by 8:00 am ET, September 2, 2026:
Vendor/Company Name
Vendor/Company Contact
Vendor/Company email address
This shall be sent to Dianne.Lee@ky.gov . This will confirm attendance for the Vendor Conference in order to receive an email invitation for MS TEAMS.

1.2 **Issuing Office**

The Commonwealth of Kentucky, Finance and Administration Cabinet, Office of Procurement Services, is issuing this RFP on behalf of the **Kentucky Department of Education (KDE), which includes Kentucky K-12 Public School Districts, KSB, KSD, and KDE, the agency.** 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.

1.3 **Agencies to Be Served**

This contract shall be for use by the **Kentucky Department of Education**. 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).

SECTION 2 - INTRODUCTION

2.1 **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 Procurement Services issues this Solicitation on behalf of the Kentucky Department of Education (KDE) to establish up to five (5) Master Agreements for Kentucky Education Technology System (KETS) Network Products & Services. Contracts resulting from this solicitation will provide E-Rate eligible purchasing vehicles for network products and services for KY Department of Education, KY's Public School Districts, the KY School of the Blind (KSB), and the KY School for the Deaf (KSD) - currently 175 sites in total. This Contract is expected to be effective on the

award date so as to be eligible for E-Rate applications covering the purchases of products and services beginning July 1, 2027.

2.2 **Background**

The Kentucky Department of Education (KDE), Office of Education Technology (OET) is located in Frankfort, Kentucky and provides Education Technology services to the Commonwealth's public school districts, Area Technology Centers (ATC), the Kentucky School for the Blind (KSB), and the Kentucky School for the Deaf (KSD). Further information about KY public schools can be found at https://openhouse.education.ky.gov.

As mandated by KRS 156.670, a plan related to purchasing, developing and using technology to accomplish specific purposes in Kentucky's public school systems must be developed and must cover at least a five-year period. This plan, known as the KETS Master Plan for Education Technology, was originally adopted by the State Board for Elementary and Secondary Education in May 1992. The Master Plan is updated every six (6) years and identifies (a) things we already do well that we want to continue doing well over the next six (6) years, (b) areas to improve upon, and (c) emerging items likely to occur that need to be accounted for by this Master Plan. The studies, research, standards, governance and technology needs for the state and districts that play a critical role in executing the Master Plan are also identified. The Master Plan for Education Technology is located on the KDE Web site at:
https://www.education.ky.gov/districts/tech/Pages/KETS-2024-2030-KETS-Master-Plan.aspx

This plan for technology is consistent with the underlying tenets of the Kentucky Education Reform Act, which addresses the need to ensure baseline equitable access to and pricing of education technology by establishing standards for the type of technology within each school. This means equity in price and support response for a school no matter how wealthy/poor, big/small or its location (rural/urban).

KETS has established and maintains architectural design and configuration standards to ensure enhancement, maximization and security of the education technology environment in Kentucky. Any technology procured or secured by a district, in a category for which a KETS technology need standard is established, regardless of whether the item is used to reduce the technology need or not, must meet or exceed the KETS standard in compliance with 701 KAR 5:110.

SECTION 3 – SCOPE OF WORK

PROPOSALS THAT DO NOT MEET MANDATORY REQUIREMENTS WILL BE DEEMED NON-RESPONSIVE AND WILL NOT BE CONSIDERED. REFER TO ATTACHMENT E – MANDATORY REQUIREMENTS CHECKLIST.

Mandatory Requirement means a condition set out in the specifications or statement of work that must be met without exception.

Pricing shall only be provided in the Cost Proposal. DO NOT SUBMIT ANY PRICING INFORMATION IN THE TECHNICAL PROPOSAL. Technical Proposals which include any reference to vendor pricing (percentage off MSRP, sample order form showing discount percentage, sample invoice showing discount off MSRP or hourly rate, etc.) will be deemed non-responsive.

3.1 **Scope of Work/Technical Requirements**

This contract covers the purchasing or leasing of hardware and services for Network Infrastructure. These include management software for ease of operations, management, and monitoring of network performance, functionality, and security; warranties; services of installations; services for maintenance of ongoing programs and technical help. For contractual definitions refer to Attachment F – Contractual Definitions (OEM Held Network Contract).

Managed Internal Broadband Services (MIBS)

For the purposes of the E-Rate program, The Federal Communications Commission (FCC), via the Universal Service Administrative Company (USAC), has determined that some of the features of networking equipment and hardware such as monitoring, automation, analytics, and optimization that are built in or native to the networking equipment hardware itself may constitute services which fall under the Managed Internal Broadband Services (MIBS) category of service.

For the purposes of this Request for Proposal (RFP) the Kentucky Department of Education (KDE) has identified the following distinctions: MIBS Functionality and MIBS Services.

1. MIBS Functionality (Integrated Device Capabilities – Included in this RFP)

   MIBS Functionality refers to built-in, embedded capabilities in network devices for the purposes of management, monitoring, automation, or optimization, with such capabilities being effectively out-of-the-box or intrinsic capabilities. FCC/USAC are the sole authorities responsible for determining MIBS classifications and allocation percentages. KDE does not establish separate MIBS methodologies. All proposed solutions in response to mini-bids, including any user-facing interfaces, dashboards, or management platforms, shall comply with accessibility requirements defined in 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) 2.0, conformance level Double-A or greater.

   Functions such as these include, but are not limited to:

   a. Performance monitoring and telemetry
   b. Automated configuration or optimization features

c. AI-powered insights or anomaly detection
d. Embedded analytics and reporting

Such functionality is considered to exist within the network equipment if
a. It comes pre-installed with the device
b. Does not need the use of third-party management services
c. It does not depend on any separately contracted managed services

For the purpose of Erate eligibility, KDE cannot and "does not" determine whether specific functionality constitutes MIBS. FCC/USAC are responsible for those determinations.

OEM activation licenses, software licenses, and cloud-based management subscriptions may require IC/MIBS allocation percentages depending on USAC guidance.

FCC and USAC are the authorities responsible for determining E-Rate eligibility, service classifications, and any associated allocation percentages. Vendors are responsible for following current FCC and USAC guidance and obtaining clarification directly from USAC when necessary. KDE does not classify networking functionality as Internal Connections or MIBS and will not make product-specific determinations on behalf of Vendors or applicants.

2. MIBS Services (Device-independent Third Party Service – Not included in this RFP)

   MIBS Services are a line of continuing network management services provided by a third-party Vendor.
   a. Network monitoring and alerting
   b. Configuration management
   c. Performance tuning and optimization
   d. Incident response and remediation
   e. Reporting and operational support

   These services:
   a. Extend beyond device-level functionality
   b. Typically provided as subscription or contractual services
   c. Are directly established between a school district and a service provider

This RFP seeks a pricing and purchasing vehicle for E-Rate eligible devices that may or may not have MIBS Functionality. It does not seek MIBS Services. Contract awardees and their selected resellers may offer MIBS Services to districts in response to district requests for quote, however, districts are required to conduct their own full E-Rate competitive bidding process (including filing their own FCC Form 470) in order for these services to be eligible for E-Rate support.

The vendor will follow USAC guidance to determine the appropriate percentage breakout when providing quotes as a response to mini-bid activity for districts, not as a response to this RFP.

Where applicable, in response to school district E-Rate mini-bid requests for quote, Vendors must identify the percentage of functionality deemed by USAC to fall under both the Internal Connections and the Managed Internal Broadband Services categories. In cases in which a product performs both Internal Connections and MIBS functions, but USAC has not determined the percentage "split" between Internal Connections and MIBS, Vendors shall provide a "best estimate" based on the overall functionality of the product when it is operated in a typical school network environment.

FCC/USAC are solely responsible for determining IC/MIBS allocation percentages. Vendors must consult USAC guidance and provide IC/MIBS allocation percentages where applicable. This detail is not to be submitted as part of the RFP response, but as a post contract award activity when providing quotes, etc.

If no predetermined USAC allocation percentage exists, vendors should obtain guidance from USAC and provide a documented allocation percentage consistent with FCC/USAC guidance. This detail is not to be submitted as part of the RFP response, but as a post contract award activity when providing quotes, etc.

IC/MIBS allocation percentages shall be identified at the individual SKU level whenever applicable and included in mini-bid responses, quotations, purchase orders, invoices, and related documentation. This detail is not to be submitted as part of the RFP response, but as a post contract award activity when providing quotes, etc.

The IC/MIBS allocation percentage is intended solely to identify allocation between E-Rate eligible service types and is not intended to distinguish eligible versus ineligible functionality.

Districts may rely on OEM-provided allocation percentages, but USAC retains final authority to validate, modify, reject, or otherwise determine classification and allocation percentages.

KDE does not make independent determinations regarding classification of MIBS functionality, services, warranties, maintenance, licenses, or subscriptions. These classifications are governed by FCC/USAC guidance.

Post contract award, when responding to mini-bids, providing quotes, etc. cloud-based management subscriptions and similar components should be classified and allocated in accordance with FCC and USAC service-type guidance.

District applicants may rely on OEM-provided IC/MIBS allocation percentages when preparing E-Rate funding requests; however, USAC retains final authority to validate, modify, or reject those percentages. This detail is not to be submitted as part of the RFP response, but as a post contract award activity when providing quotes, etc.

The vendor will follow USAC guidance to determine the appropriate percentage breakout when providing quotes as a response to mini-bid activity for districts.

Additionally, Vendors shall identify whether or not the MIBS product functionality is performed by Artificial Intelligence (AI). For purposes of this solicitation, AI refers to machine-based knowledge and functionality. The format of this disclosure may be determined by the Vendor. This disclosure requirement is intended to be consistent with and does not differ from the Commonwealth's Artificial Intelligence requirements contained in Section 10.31 and CIO-126.

3.1.1 Technical Requirements

A. <u>Qualified Vendor:</u>

A Qualified Vendor is an original equipment manufacturer (OEM) of enterprise level network solutions that meet or exceed all technical specifications outlined in this solicitation. A manufacturer must bid direct and may not bid through a manufacturer-authorized reseller. Each (OEM) will be allowed to submit one (1) bid only. Qualified OEM Vendors must respond to this RFP online using their registered Kentucky Vendor Customer account.

After the award, the manufacturer may propose the use of up to **three (3)** agents/resellers. The Kentucky Department of Education reserves the right to review and give final approval to the proposed agents/resellers and/or any change in agents/resellers after the initial contract award. The manufacturer is still responsible for ALL aspects of the contract requirements regardless of the usage of an agent(s)/reseller(s). A manufacturer SHALL NOT be allowed to have more than three (3) agents/resellers.

Agent/resellers selected by contract holders shall agree to submit a signed **ATTACHMENT G KETS Network Products and Services Reseller Agreement** form signifying agreement and compliance with the terms and conditions of the contract, including, but not limited to:

a. Eligibility and good standing to provide services under the federal E-Rate program
b. Meeting or exceeding the minimum discount off MSRP established by the OEM under contract
c. Obtaining OEM sign-off on all responses to E-Rate mini-bid requests for quote from KY school districts
d. Naming and assigning specific personnel to support roles (E-Rate, technical, sales, warranty, etc.) and

e. Quotes must indicate the length of time for which they are valid
f. Providing sales and activity data to the OEM contract holder at a minimum on a quarterly basis and as directed by Office of Education Technology (OET)

The vendor shall provide the KETS Network Products and Services Reseller Agreement to KDE for review at the initiation and at the renewal of contracts as needed based on input and feedback.

Changes to the assignment of resellers by contract holders will be limited to April 1 through September 30 of each calendar year, thereby ensuring continuity of providers during the typical E-Rate "application season". Exceptions to this must be pre-approved by OET.

For this solicitation and resulting contract(s), an agent/reseller is defined as a company or individual that represents the manufacturer in quotes for products and/or services, purchase order review, delivery and/or warranty and support services of the manufacturer's product(s). Quotes for products and/or service shall be on the letterhead of the entity presenting the quote. All financial documentation including quotes and invoices shall be issued by the OEM or agent/reseller responsible for delivering products and/or services.

Contract holders shall provide a link to an active list of KETS and E-Rate eligible products and services available under resulting contract(s) which includes current MSRP. This link will be referenced and made available on the appropriate page of the KDE Website where these contracts and product standards are identified.

The Commonwealth will not evaluate or score MSRP values, MSRP publication dates, or MSRP snapshots. This detail is not to be submitted as part of the RFP response, but as a post contract award activity when providing quotes, etc.

Pricing shall only be provided in the Cost Proposal. DO NOT SUBMIT ANY PRICING INFORMATION IN THE TECHNICAL PROPOSAL. Technical Proposals which include any reference to vendor pricing (percentage off MSRP, sample order form showing discount percentage, sample invoice showing discount off MSRP or hourly rate, etc) will be deemed non-responsive.

The requirement to provide a link to an active MSRP price list applies only to awarded contract holders and is not a proposal submission requirement. Vendors shall not include MSRP links, product catalog links, or other hyperlinks in their Technical Proposal or Cost Proposal. Following contract award, contract holders shall provide and maintain the required MSRP link for publication and contract administration purposes.

B. Categories:

Vendor and all those working on behalf of the Vendor who holds the contract must comply with all requirements established under the E-Rate program, and the Vendor shall maintain and provide a link to an updated price list that clearly identifies KETS and E-Rate eligible products and services which includes current MSRP. Vendor shall clearly distinguish between E-rate eligible and non E-Rate eligible components. This contract is the mechanism by which Kentucky public school districts and the Kentucky Department of Education purchase (or lease) and maintain network products and associated services. These products and services may be hardware or software-based and ensure effective delivery of network traffic across the customers' Network Infrastructure (Local Area Network (LAN) and Wide Area Network (WAN). These offerings may be a combination of products and services that are on customer premises or provider/cloud hosted. These offerings might also include subscription-based services.

The type of products may include (but are not necessarily limited to):

1. E-Rate Eligible Basic Services:
    a. Switches (Wired L2 and L3)
    b. Routers
    c. Wireless Access Points
    d. Wireless Controllers (physical or virtual)
    e. Cables/Accessories (including related components used for internal broadband connections)
    f. Basic Firewalls
    g. SD-WAN (hardware with MIBS functionality, services are excluded)
    h. Software Licenses (right-to-use, client access)
    i. Installation/Initial Configuration
    j. Training (On-site in conjunction with installation/initial configuration)
    k. Basic Maintenance Support for Hardware and/or Software
2. Non-E-Rate Eligible Basic Services
    l. Network Access Control
    m. Network Software (Management, Security and/or Analytics)
    n. Network Professional Services
    o. Network Accessories
    p. Wireless – Configuration Software
    q. Technician/System Admin Training (off-site, advanced)
    r. Advanced Firewall
    s. LAN/WAN Edge Devices (3rd party)
    t. Security-related enhancements
    u. Network Monitoring
    v. Traffic Logging, Reporting and/or Analysis.

C. Single Point of Contact:

It is crucial to have a dedicated account team with which to form a partnership. This working partnership affords the Vendor (OEM) insight into how KDE and K-12 public school districts operate. Vendor shall provide an account team that includes, but is not limited to, a sales account representative that is also the Single Point of Contact (SPOC), pre-sales engineer, and a post-sales support level staff to serve the needs of the K-12 customers. Vendor shall name the assigned person that will be the single point of contact (SPOC) for contract issues. Vendor shall ensure that this person and all salespersons of their product will be knowledgeable in:

a. All the details of the KETS contract including the mini-bid process.
b. The KY public school, district office, and KDE customer base
c. The most current KETS Master Plan on our KDE web site and year round current events in KETS
d. Federal E-Rate program and provide assistance to KDE or K-12 public school districts in completing their annual E-Rate filing.

The SPOC must be proactive in sharing information or presenting a point of view with the selling staff and the manufacturer(s) of the KETS products.

Each reseller shall provide an account team that includes, but is not limited to, a sales account representative that is also the Single Point of Contact (SPOC), pre-sales engineer, and a post-sales support level staff to serve the needs of the K-12 customers. In addition, each Reseller shall provide a single email address for all E-Rate related correspondence, including but not limited to mini-bid requests, BEAR form assistance, bulk up load assistance, etc.... This mailbox should be monitored by multiple people connected to the Reseller.

KETS customers shall notify the OET Vendor Manager when Vendors fail to meet the requirements of the contract. The OET Vendor Manager will work directly with the SPOC to remedy the issue and work with KDE staff and Vendor escalation points of contact to escalate issues as needed.

Upon contract award, Vendor shall provide a description of a copy of procedures for requesting escalation, complaint resolution and identify the staff available for installations, billing problems, etc. Vendor shall provide updated information annually at a minimum.

D. Deliverables:

All deliveries of equipment shall be provided within thirty (30) calendar days of the Vendor's receipt of the purchase order from the customer, unless otherwise requested by the purchasing agency in writing. Delivery is defined as the receipt of goods and completion of installation, if required.

Customers purchasing from contracts resulting from this solicitation shall have thirty (30) calendar days from the date the customer receives a complete order to notify the Vendor of any issues with the order (i.e. missing or damaged parts). Vendor may consider the order accepted by the customer after the close of the thirty (30) calendar day window.

E. Leasing

Leasing should be made available as an option to KETS customers. Leasing agreements shall meet all legal requirements for the Commonwealth and KDE. Vendor shall quote hardware warranty coverage for the duration of the lease period. If the lease exceeds threshold of $100,000 then the lease must be approved by KDE before the lease can be approved.

Any leasing agreement must comply with Kentucky procurement requirements. Local district requirements still apply. Any E-rate eligible leasing or billing must be in compliance with USAC E-rate requirements.

Below is a link to the guidelines and regulations regarding leases;

https://www.education.ky.gov/districts/tech/Pages/District%20Lease.aspx

F. Warranty:

Vendor shall agree to include one (1) year of Primary Service Coverage Timeframe (PSCT) for maintenance/warranty in the initial purchase cost. After the initial one (1) year period, if hardware maintenance is desired, it will be the responsibility of the customer to procure from either this contract or other approved sources.

1. **Primary Service Coverage Timeframe maintenance/warranty shall meet the following criteria:**

   a. The KETS customer's PSCT falls between the hours of 7:30 am and 5:00 pm customer's local time, Monday - Friday, excluding state observed holidays;

   b. The Vendor shall be available to provide warranty service during the PSCT.

   c. Vendor shall respond within four (4) business hours to begin the diagnostics/fault determination. Vendor should perform all fault determination.

   d. Next business day onsite response. Onsite is defined that the Vendor goes to the location of the equipment purchased, e.g. a school district office, state agency, etc. Vendor shall come on-site to install any replacement

parts or perform repair work, so the network equipment is operational three (3) business days of the initial call.

e. All technicians shall be properly certified and or licensed to service network hardware;

f. Perform diagnostics and repair remotely if applicable versus onsite response with the customer's prior approval.

g. Replacement parts shall be new or reconditioned, and of equal or better quality than original parts;

h. There shall be no charge for any shipping and handling of parts or labor charges for troubles or issues with the equipment;

i. Vendor shall ensure any optional -- year two and beyond PSCT coverage, or the Extended Service Coverage Timeframe – maintenance/warranty cost is the same throughout the state.

j. Vendor shall perform a backup on all devices that have backup capability prior to making hardware or software changes;

k. Vendor shall be provided access to the customer's building where the network equipment is located as required to fulfill customer service requests.

2. Optional Extended Service Coverage Timeframe (ESCT) coverage up to 24 x 7 shall be available if purchased;

a. Vendor shall provide a pricing option for Extended Service Coverage Timeframe (ESCT) to be added to the PSCT one (1) year maintenance/warranty included with the initial purchase of the hardware.

b. Vendor shall ensure any optional ESCT maintenance/warranty cost is the same throughout the state.

c. Vendor shall call and/or email customer back within one clock (1) hour of customer placing call to begin the diagnostics/fault determination and provide applicable information including ticket number;

d. Vendor goes onsite to the location of the equipment purchased, e.g. a school district office, state agency, etc. Vendor shall come on-site to install any replacement parts or perform repair work so the network equipment is operational within twenty-four (24) clock hours (one (1) business day) of the initial call.

3. Optional Post-PSCT Maintenance/Warranty (Year Two and Beyond)

a. Vendors may offer optional maintenance and warranty support services for periods beyond the PSCT one (1) year maintenance/warranty.

b. If optional post– PSCT maintenance/warranty is purchased, the Vendor shall provide separate, itemized pricing for post-PSCT warranty support:

i. Identify pricing per device, per system, or per site, as applicable
ii. Ensure pricing is clearly distinguishable from eligible equipment costs
iii. Post-PSCT maintenance/warranty service levels shall:
    a. At minimum, match PSCT service levels
    b. Allow customers to select alternative service levels (e.g., Extended Service Coverage Timeframe)

c. Customers may:

i. Renew annually
ii. Upgrade/change service level
iii. Decline continued maintenance/warranty

4. Optional Multi-Year Maintenance/Warranty

Vendors may provide optional multi-year maintenance/warranty pricing (e.g.,3-year or 5-year terms), provided:

a. Such options are not bundled into base equipment cost

b. All pricing is separately identified

c. Selection is at the customer's discretion

d. At a minimum matches PSCT service levels

G. <u>Sales Reporting:</u>

Vendor shall maintain accurate records indicating sales from the KETS contract. Quarterly sales and warranty data shall be reported as directed by KETS Contract Management and shall contain, at a minimum, the following fields: date of invoice, PO #, customer name, item manufacturing part number, Item serial number, item description (must include model name and number), type of product, unit list price, quantity, total list price, total discounted price, discount off MSRP (percentage), and applicable reseller name if resellers are utilized for the contract.

Vendor shall prepare and submit electronically this information no later than ten (10) business days after the end of each quarter to the KETS Contract Management at ketscontractmgmt@education.ky.gov. The Vendor SPOC shall submit quarterly sales reports. The vendor shall not rely on KDE for reminders

to submit reports. It is the responsibility of OET to report any failure to submit and/or late submissions of sales reports on the annual contract review.

H. Services Requirements:

The Vendor shall provide a comprehensive list of Services offered under this RFP.

Pricing shall only be provided in the Cost Proposal. DO NOT SUBMIT ANY PRICING INFORMATION IN THE TECHNICAL PROPOSAL. Technical Proposals which include any reference to vendor pricing (percentage off MSRP, sample order form showing discount percentage, sample invoice showing discount off MSRP or hourly rate, etc) will be deemed non-responsive.

Engagement Requirements: Any services engagement initiated under this contract shall require mutual written acceptance between the Vendor and the Agency/District including agreement on:

1. The detailed scope of work
2. Required resources and/or materials
3. Estimated timeframe for completion
4. Final deliverables

No work shall commence until both parties have approved the engagement in writing.

3.2 Value Added Services

Value-added services may be added to the contract with the prior approval by the Commonwealth Office of Technology and the Office of Procurement Services Buyer of Record. Upon approval, a formal modification will be made to add the service(s). No work shall begin until a contract modification is completed and notice provided by the OPS Buyer that work may begin.

SECTION 4 – COMMONWEALTH OFFICE OF TECHNOLOGY (COT) REQUIREMENTS

4.1 Commonwealth Information Technology Policies and Standards

A. The Vendor and any subcontractors shall be required to adhere to applicable Commonwealth policies and standards.

B. The Commonwealth posts changes to COT Standards and Policies on its Commonwealth Office of Technology - Home - Commonwealth Office of Technology (Kentucky) website. Vendors and subcontractors shall ensure their solution(s) shall work in concert with all posted changes. Vendors or subcontractors that cannot comply with changes must, within thirty (30) days of the posted change, request written relief with the justification for such relief. The

Commonwealth may: 1) deny the request, 2) approve an exception to the policy/standard, or 3) consider scope changes to the contract to accommodate required changes. Vendors or subcontractors that do not provide the response within the thirty (30) day period shall be required to comply within ninety (90) days of the change.

C. Vendor shall comply with Section 10.31 regarding Artificial Intelligence

4.2 Compliance with Industry Accepted Reporting Standards Based on Trust Service Principles and Criteria

The Vendor must employ comprehensive risk and threat management controls based on defined industry standards for service organizations such as AICPA TSP section 100, Trust Services Principles and Criteria. The Vendor must annually assert compliance and engage a third party to examine such assertions and, controls to provide a Report, such as AT101 SOC 2 type 2, on Controls at a Service Organization Relevant to Security, Availability, Processing, Integrity, Confidentiality, and Privacy, which contains an opinion on whether the operating controls effectively support the assertions. All such reports, including publicly available reports (i.e. AT 101 SOC 3) shall be made available to the Commonwealth for review.

4.3 System Vulnerability and Security Assessments

The Commonwealth reserves the right to conduct, in collaboration with the Vendor, 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.

4.4 Privacy Assessments

The Commonwealth reserves the right to conduct Privacy assessments of the collection, use, maintenance and sharing of Commonwealth data by any Vendor services, software, and infrastructure used to provide services prior to implementation and periodically thereafter. Upon completion of this assessment, 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 or privacy

practices 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.

4.5 Privacy, Confidentiality and Ownership of Information

The Commonwealth is the designated owner of all Commonwealth data and shall approve all access to that data. The Vendor shall not have ownership of Commonwealth data at any time. The Vendor shall not profit from or share Commonwealth data. The Vendor shall be in compliance with privacy policies established by governmental agencies or by state or federal law. Privacy notice 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 Commonwealth data, including backups and archives, must be maintained at all times within the contiguous United States. All Commonwealth data, classified as sensitive or higher, as defined in Enterprise Standards, must be encrypted in-transit and at rest.**

4.6 EU GDPR Compliance

The Commonwealth of Kentucky requires all Vendor contracts to comply with the European Union's General Data Privacy Regulation [Regulation (EU) 2016/679] (the "GDPR") when the Commonwealth is a "controller" or "processor" of "personal data" from an individual "data subject" located in the European Union, as those terms are defined in the GDPR. The Contractor acknowledges and agrees that it is acting as a "processor" of "personal data" for the Commonwealth under this Agreement and that all applicable requirements of the GDPR are incorporated by reference as material terms of this Agreement. The Contractor represents and warrants that (1) it is aware of and understands its compliance obligations as a "processor" under GDPR; (2) it has adopted a GDPR compliance policy/program, a copy of which has been provided to the Commonwealth; (3) it will process "personal data" only in accordance with the Commonwealth's instructions; and (4) with regard to its obligations under this Agreement, it shall comply with all applicable requirements of the GDPR to the same extent as adopted by the Commonwealth. Additionally, the Contractor shall indemnify and hold harmless the Commonwealth, and its employees from and against any claims, demands, suits, damages, penalties, fines, or costs arising from any violation of GDPR by the Contractor.

4.7 Data Quality

The vendor shall provide proposed levels of data quality per the following dimensions.

Data Quality is the degree to which data is valid, accurate, complete, unique, timely, consistent with all requirements and business rules, and relevant for a given

use. The vendor shall provide data quality definitions and metrics for any data elements. Data has to be of the appropriate quality to address the needs of the Commonwealth of Kentucky. The following dimensions can be used to assess data quality:

- Validity – The data values are in an acceptable format.
- Accuracy – The data attribute is accurate.
- Completeness – There are no null values in a data field.
- Uniqueness – There are no duplicate values in a data field.
- Timeliness – The data attribute represents information that is not out-of-date.
- Consistency – The data attribute is consistent with a business rule that may be based on that attribute itself, or on multiple attributes.
- Adherence to business rules – The data attribute or a combination of data attributes adheres to specified business rules.

4.8 License Agreements

Any proposed software agreements, i.e. license agreement, subscription agreement, end-user license agreement, etc. shall include the following language, or similar, and must be submitted to the Commonwealth Office of Technology (COT) for review and approval prior to the award of the contract:

"Governing Law shall be the Commonwealth of Kentucky, Franklin County. All terms of the vendor/subvendor agreement/EULA shall be read as applicable only to the extent permitted by Kentucky law and no term in violation of the Kentucky law, inclusive of Kentucky Procurement Law, shall be given effect."

Any third-party software licenses and cloud resources necessary for the proposed solution may be procured via the Commonwealth's existing contracts.

4.9 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 into compliance to allow this patch to be applied in the shortest timeframe possible, not to exceed three months, unless otherwise negotiated with the Commonwealth.

4.10 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 license 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.

4.11 Network Connection Requirements

A. Vendor shall work with KDE and/or all Kentucky public schools to establish any network connections. If a secure site-to-site connection is required, the Vendor shall employ a secure site-to-site connection procured by KDE.

B. Vendor shall notify KDE and/or all Kentucky public schools of network bandwidth requirements and if caching is required for implementation Vendor shall resolve caching requirements, in coordination with KDE.

C. Vendor shall, at KDE’s discretion, provide appropriate access to enable the Commonwealth to perform additional security measures, such as decryption of the network traffic if required for inspection. If the proposed solution does not have the ability to meet this requirement, the Vendor must provide an alternative such as audit reporting of this function.

D. Vendor shall provide notifications to the KDE Customer Service Center and/or applicable local school district service for unplanned outages within 5 minutes.

E. Vendor shall notify KDE Change Management and/or applicable local school district, through the KDE Customer Service Center and/or applicable local school district, a minimum of two (2) business days prior to any planned outage.

4.12 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. The respondent 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, on a need to know basis, provide clear separation of duties, and adheres to least privilege principles.
• *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 Unites 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 sufficient 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.

4.13 IRS Publication 1075 -Exhibit 7 Safeguarding Contract Language

Publication 1075 (Rev. 11-2021) (irs.gov)

I. PERFORMANCE

In performance of this contract, the Contractor agrees to comply with and assume responsibility for compliance by officers or employees with the following requirements:

(1) All work will be performed under the supervision of the contractor.

(2) The contractor and contractor's officers or employees to be authorized access to FTI must meet background check requirements defined in IRS Publication 1075. The contractor will maintain a list of officers or employees authorized access to FTI. Such list will be provided to the agency and, upon request, to the IRS.

(3) FTI in hardcopy or electronic format shall be used only for the purpose of carrying out the provisions of this contract. FTI in any format shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection or disclosure of FTI to anyone other than the contractor or the contractor's officers or employees authorized is prohibited.

(4) FTI will be accounted for upon receipt and properly stored before, during, and after processing. In addition, any related output and products require the same level of protection as required for the source material.

(5) The contractor will certify that FTI processed during the performance of this contract will be completely purged from all physical and electronic data storage with no output to be retained by the contractor at the time the work is completed. If immediate purging of physical and electronic data storage is not possible, the contractor will certify that any FTI in physical or electronic storage will remain safeguarded to prevent unauthorized disclosures.

(6) Any spoilage or any intermediate hard copy printout that may result during the processing of FTI will be given to the agency. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts and will provide the agency with a statement containing the date of destruction, description of material destroyed, and the destruction method.

(7) All computer systems receiving, processing, storing, or transmitting FTI must meet the requirements in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to FTI.

(8) No work involving FTI furnished under this contract will be subcontracted without the prior written approval of the IRS.

(9) Contractor will ensure that the terms of FTI safeguards described herein are included, without modification, in any approved subcontract for work involving FTI.

(10) To the extent the terms, provisions, duties, requirements, and obligations of this contract apply to performing services with FTI, the contractor shall assume toward the subcontractor all obligations, duties and responsibilities that the agency under this contract assumes toward the contractor, and the subcontractor shall assume toward the contractor all the same obligations, duties and responsibilities which the contractor assumes toward the agency under this contract.

(11) In addition to the subcontractor's obligations and duties under an approved subcontract, the terms and conditions of this contract apply to the subcontractor, and the subcontractor is bound and obligated to the contractor hereunder by the same terms and conditions by which the contractor is bound and obligated to the agency under this contract.

(12) For purposes of this contract, the term "contractor" includes any officer or employee of the contractor with access to or who uses FTI, and the term "subcontractor" includes any officer or employee of the subcontractor with access to or who uses FTI.

(13) The agency will have the right to void the contract if the contractor fails to meet the terms of FTI safeguards described herein.

II. CRIMINAL/CIVIL SANCTIONS

(1) Each officer or employee of a contractor to whom FTI is or may be disclosed shall be notified in writing that FTI disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any FTI for a purpose not authorized herein constitutes a felony

punishable upon conviction by a fine of as much as $5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution.

(2) Each officer or employee of a contractor to whom FTI is or may be accessible shall be notified in writing that FTI accessible to such officer or employee may be accessed only for a purpose and to the extent authorized herein, and that access/inspection of FTI without an official need-to-know for a purpose not authorized herein constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as $1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution.

(3) Each officer or employee of a contractor to whom FTI is or may be disclosed shall be notified in writing that any such unauthorized access, inspection or disclosure of FTI may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of $1,000 for each unauthorized access, inspection, or disclosure, or the sum of actual damages sustained as a result of such unauthorized access, inspection, or disclosure, plus in the case of a willful unauthorized access, inspection, or disclosure or an unauthorized access/inspection or disclosure which is the result of gross negligence, punitive damages, plus the cost of the action. These penalties are prescribed by IRC sections 7213, 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.

(3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than $5,000.

(4) Granting a contractor access to FTI must be preceded by certifying that each officer or employee understands the agency’s security policy and procedures for safeguarding FTI. A contractor and each officer or employee must maintain their authorization to access FTI through annual recertification of their understanding of the agency’s security policy and procedures for safeguarding FTI. The initial certification and recertifications must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, a contractor and each officer or employee must be advised of the provisions of IRC sections 7213, 7213A, and 7431 (see Exhibit 4, *Sanctions for Unauthorized Disclosure*, and Exhibit 5, *Civil Damages for Unauthorized Disclosure*). The training on the agency’s security policy and procedures provided before the initial

certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For the initial certification and the annual recertifications, the contractor and each officer or employee must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

III. INSPECTION

The IRS and the Agency, with 24 hour notice, shall have the right to send its inspectors into the offices and plants of the contractor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. Based on the inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with FTI safeguard requirements.

4.14 Protection of Personal Information Security and Breach Investigation Procedures and Practices Act

Vendors that receive Personal Information as defined by and in accordance with Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, et seq., (the "Act"), shall secure and protect the Personal Information by, without limitation, complying with all requirements applicable to non-affiliated third parties set forth in the Act.

"Personal Information" is defined in accordance with KRS 61.931(6) as "an individual's first name or first initial and last name; personal mark; or unique biometric or genetic print or image, in combination with one (1) or more of the following data elements:

a) An account, credit card number, or debit card number that, in combination with any required security code, access code or password, would permit access to an account;
b) A Social Security number;
c) A taxpayer identification number that incorporates a Social Security number;
d) A driver's license number, state identification card number or other individual identification number issued by an agency;
e) A passport number or other identification number issued by the United States government; or
f) Individually Identifiable Information as defined in 45 C.F.R. sec. 160.013 (of the Health Insurance Portability and Accountability Act), except for education records covered by the Family Education Rights and Privacy Act, as amended 20 U.S.C. sec 1232g."

As provided in KRS 61.931(5), a "non-affiliated third party" means "any person or entity that has a contract or agreement with the Commonwealth and receives

(accesses, collects or maintains) personal information from the Commonwealth pursuant to the contract or agreement."

The vendor hereby agrees to cooperate with the Commonwealth in complying with the response, mitigation, correction, investigation, and notification requirements of the Act.

The vendor shall immediately notify as soon as possible, but not to exceed seventy-two (72) hours, the contracting agency, the Office of Procurement Services, and the Commonwealth Office of Technology of a determination of or knowledge of a breach, unless the exception set forth in KRS 61.932(2)(b)2 applies and the vendor abides by the requirements set forth in that exception.

The vendor hereby agrees that the Commonwealth may withhold payment(s) owed to the vendor for any violation of the Identity Theft Prevention Reporting Requirements.

The vendor hereby agrees to undertake a prompt and reasonable investigation of any breach as required by KRS 61.933.

Upon conclusion of an investigation of a security breach of Personal Information as required by KRS 61.933, the vendor hereby agrees to an apportionment of the costs of the notification, investigation, and mitigation of the security breach.

In accordance with KRS 61.932(2)(a) the vendor shall implement, maintain, and update security and breach investigation procedures that are appropriate to the nature of the information disclosed, that are at least as stringent as the security and breach investigation procedures and practices established by the Commonwealth Office of Technology:

https://technology.ky.gov/OCISO/Pages/InformationSecurityPolicies,StandardsandProcedures.aspx

SECTION 5 – PROCUREMENT REQUIREMENTS AND INSTRUCTIONS

5.1 **Procurement Requirements**

Procurement requirements are listed under **"Procurement Laws, Preference, Regulations and Policies"** and **"Response to Solicitation"** located on the eProcurement Web page at https://finance.ky.gov/eProcurement/Pages/procurement-laws-regulations-and-policies.aspx
and
https://finance.ky.gov/eProcurement/Pages/doing-business-with-the-commonwealth.aspx respectively. The vendor must comply with all applicable statutes, regulations and policies related to this procurement.

5.2 **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 link at https://vss.ky.gov

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.

5.3 **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, Kentucky Department of Education (Kentucky K-12 Public School Districts, Area Technology Centers, KSB, KSD, and KDE, the agency), Office of Education Technology (OET)
- 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**
- Mandatory Requirement means **a condition set out in the specifications or statement of work that must be met without exception**."

5.4 **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), 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.

5.5 **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.

5.6 **Written Questions Regarding this RFP**

Vendors are encouraged to submit written questions pursuant to Section 1.1 of this RFP. Written questions shall be submitted to the Commonwealth Buyer via email at Dianne.Lee@ky.gov . **Vendors should submit questions on Attachment D Vendors Question Form.** No questions shall be accepted after the date(s) listed in Section 1.1 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.

5.7 **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 should declare in the Transmittal Letter [see Section 6.7 (A)] the inclusion of proprietary information and shall noticeably label as proprietary***

each file containing such information. Proprietary information shall be submitted separately and identified as "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.

5.8 **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.

For additional award information, vendors may email the Commonwealth Buyer.

5.9 **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:

Holly M. Johnson, Secretary
COMMONWEALTH OF KENTUCKY
FINANCE AND ADMINISTRATION CABINET
200 MERO STREET, 5TH FLOOR
FRANKFORT, KY 40622

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.

5.10 **Vendor Notification – Ineligible for Award**

The Commonwealth will not consider or evaluate any proposal submitted by a vendor when the vendor, the vendor's employees or agents, had any involvement, contribution or participation in the development, preparation or review of this RFP prior to its issuance. The vendors proposal will be deemed ineligible for award.

5.11 **Past Vendor Performance**

Past vendor performance may be considered in the award of this Contract. Vendors with a record of poor performance in the last twelve (12) months may be found non-responsible and ineligible for award.

SECTION 6 – PROPOSAL SUBMISSION

6.1 **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.

6.2 **Rules for Withdrawal of Proposals**

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

6.3 **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.

6.4 **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.

Acknowledgment of Addenda

It is the vendor's responsibility to check the web site for any modifications to this solicitation.

Failure to specifically acknowledge addenda with submission will not excuse the vendor from adhering to all changes to the requirements of the solicitation set forth therein nor provide justification for any pricing changes.

6.5 **Electronic Proposal Submission**

Proposals shall be received by electronic submission in the eProcurement system.

An electronic proposal shall be authorized by the proper agent of the firm by the act of submitting it electronically through the eProcurement system.

Proposal information **MUST** be completed online. Response must contain all required information for the Solicitation. All bidders **MUST** be registered in the Commonwealth eProcurement System via the Vendor Self Service System at https://vss.ky.gov
Allow 24 – 48 hours to complete Vendor Registration. Vendors must be logged in to their Vendor Self Service (VSS) account in order to submit a response. Registrations completed the day of bid closing must be completed by the Vendor in the VSS portal. The Customer Resource Center is not able to complete registrations and activate accounts on the same day. Closing dates will not be extended for Vendors not registered by the date/time of the bid closing. Vendor Self Service Registration Guides are provided at https://vss.ky.gov

All bidders are cautioned to begin their electronic submission in sufficient time to complete before the closing date and time. Delays due to technical difficulties or document upload impediments shall not be justification for acceptance of a late bid or proposal. Vendor attention to this advisory is encouraged. *If you need assistance, please contact the Customer Resource Center (CRC) by email at Finance.CRCGroup@ky.gov or phone 502-564-9641 or toll-free 877-973-HELP (4357).*

Proposals shall be submitted in three (3) parts: The Technical Proposal, the Cost Proposal, and Proprietary Information. Each part should consist of one document attachment. Do not submit multiple document attachments as Technical, Cost or Proprietary. All files shall be labeled accordingly. Attachments may not exceed 65,000 KB.

Proposals submitted online must be in an "Accepted" status and shall be assigned a date and time stamp from the eProcurement system at the time of final acceptance and formal submission by the vendor. **The system will not allow submission of an online proposal after the published date and time for closing**.

A proposal may be modified or withdrawn by electronic or written notice **ONLY** if received prior to the bid closing date and time. An electronic offer may be modified by applying the appropriate electronic signature and following the procedure in the state's eProcurement system.

6.6 Format of Response

A. Proposals shall be submitted in **three (3) parts:** the **Technical Proposal,** the **Cost Proposal,** and **Proprietary Information. Each part should consist of**

one document. Do not submit multiple documents as Technical, Cost or Proprietary.

a. The **Technical Proposal** should be submitted on one (1) document marked **Technical** (in Microsoft Word, Microsoft Excel or PDF format ONLY). Do not include embedded documents, hyperlinks or hyperlinks to videos. The document should be named in the following manner: **Technical – Name of offeror RFP 758 2700000070**

b. The **Cost Proposal** should be submitted on one (1) document marked **Cos**t (in Microsoft Word, Microsoft Excel or PDF format ONLY). Do not include embedded documents, hyperlinks or hyperlinks to videos. The document should be named in the following manner: **Cost – Name of offeror RFP 758 2700000070**

c. Any **Proprietary Information** shall be submitted on one (1) document marked **Proprietary** (in Microsoft Word, Microsoft Excel or PDF format ONLY). Do not include embedded documents, hyperlinks or hyperlinks to videos. The document should be named in the following manner: **Proprietary – Name of offeror RFP 758 2700000070**

Pricing shall only be provided in the Cost Proposal. DO NOT SUBMIT ANY PRICING INFORMATION IN THE TECHNICAL PROPOSAL.

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

6.7 **Technical Proposal Content**

A. **Transmittal Letter**

The transmittal letter should be on the vendor's letterhead, 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 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 statement pursuant to KRS 11A.040 that the vendor has not knowingly violated any provisions of the **Executive Branch Code of Ethics**;
iv. A statement that the vendor is in compliance with Prohibitions of Certain **Conflicts of Interest**;
v. A statement of certification 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, 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, 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.
ix. **Federal Tax ID**
x. A statement that the vendor agrees to comply with items included in the Mandatory Checklist, if applicable.
xi. Vendor must outline how AI will be used and confirm with a YES or NO with compliance per Section 10.31.

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.
https://revenue.ky.gov/Forms/10A100(P)(4-25)_FINAL_locked%20Fill-in.pdf

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: https://apps.legislature.ky.gov/law/statutes/statute.aspx?id=40424 **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: https://apps.legislature.ky.gov/law/statutes/statute.aspx?id=44318, the foreign entity should identify the applicable exception in its solicitation response. Foreign entity is defined within KRS 14A.1-070: https://apps.legislature.ky.gov/law/statutes/statute.aspx?id=50474

Businesses can register with the Secretary of State at:
https://www.sos.ky.gov/bus/business-filings/Pages/default.aspx

E. **Required Annual Affidavit and Other Affidavit(s)**

F. **Mandatory requirements Checklist (Attachment E)**

G. **Proposed Solution (see Section 6.8)**

6.8 **Proposed Solution Content**
Pricing shall only be provided in the Cost Proposal. DO NOT SUBMIT ANY PRICING INFORMATION IN THE TECHNICAL PROPOSAL. Technical Proposals which include any reference to vendor pricing (percentage off MSRP , sample Order forms showing discount percentage, etc) will be deemed non-responsive.

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

A. Executive Summary
Briefly describe the Offer's proposal. Summary should be no more than two (2) pages and should highlight the major features of the proposal as well as reference Vendor's K-12, public and private sector customers in similar size and scope of service. References do not have to be Kentucky specific. An evaluator should be able to determine the essence of the proposal by reading the executive summary. Identify the Vendor's single point of contact for contract issues who has experience as K-12 account manager and who has

the authority to make decisions on behalf of the Vendor relative to day to day operations and needs of the customer.

B. Company Background

Provide information about the Vendor's company capabilities to satisfy the requirements of this RFP and why the company should be selected for this project. The overview should describe the kinds of projects the firm typically performs.

The overview should provide a description of the Vendor's company information such as:

1. Date established.
2. Ownership (e.g., public company, partnership, subsidiary): If a Vendor is owned or controlled by a parent company, the name, main office address, and parent company's tax identification number should be provided in the proposal.
3. State in which the Vendor is incorporated.
4. Organizational chart depicting the Vendor's organization in relation to any parent, subsidiary, or related organization.
5. Organizational staffing chart for this project.
6. Number of employees and resources that will be dedicated to this project, both for implementation and ongoing support.
7. Names and resumes of Senior Managers and Partners in regard to this contract.
8. Office location(s) responsible for the proposed tasks.
9. Evidence that the Vendor is financially stable and that it has the necessary infrastructure to complete this contract as described in the Vendor 's proposal.
10. Details of any pertinent judgment, criminal conviction, investigation, or litigation pending against the Vendor or any of its officers, directors, employees, agents, or subcontractors within the last ten (10) years related to the services and/or products solicited in this RFP. Any findings, sanctions, or corrective actions as a result of an audit and/or other administrative action from the State or Federal government, of which the Vendor has knowledge. If the Vendor has no knowledge of the preceding, the Vendor should provide a statement of such.
11. Have you had a significant cybersecurity incident that has disrupted availability for longer than 1 hour? If so, please describe the incident(s) and how you resolved it, and any systematic change(s) you made to avoid recurrence.
12. Have you had a cybersecurity event (or incident) in the last 5 years that impacted privacy, operations, data, customers? What steps did you take to resolve the incident?
13. Do you have a formal risk management and cybersecurity program in place? If so, please describe it.

C. Implementation/Project Management Plan

The Vendor should provide an example of an Implementation/Project Plan for deploying a total solution for an average Kentucky school (24 classrooms with

600 students). This example should include all aspects of both implementation and project management functions that must be completed by either the school staff themselves or by the Vendor. Vendor should provide an example of the overall equipment required and assume all minimum expectations and functional requirements for a Kentucky school according to the current KETS Master Plan.

D. Commonwealth of Kentucky K-12 Manufacturer Install Base

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.

Respondents should provide a total number of Commonwealth of Kentucky K-12 public school districts and schools which have a partial or full implementation. The term “school district” refers to the administrative unit responsible for managing public elementary and secondary education within a defined geographic area, including all instructional and non-instructional entities. The term “schools” refers to a single instructional building within a school district. Partial implementation is defined as at least one wired or wireless networking device (such as those to be sold under the contracts resulting from this RFP) installed within a school or school district. Full implementation refers to all wired or wireless networking devices within a school or school district being provided by a single manufacturer. Respondents should also provide the same implementation information in schools and school districts on a nationwide basis.

Vendors may include deployments purchased through state contracts, cooperative purchasing vehicles, E-Rate funded projects, or managed service engagements. Equipment that was sold, delivered, and installed by an OEM's authorized contract agent under the agent's own E-Rate SPIN do count toward the OEM's reported install base. Any documentation supplied will be evaluated.

E. National Industry Recognition as a Networking Products & Services Provider

The Commonwealth intends to award up to **five (5) contracts** to the Vendors who are recognized by a US research organization as being reputable and having a national recognition in providing Network Products & Services.

The Vendor should provide evidence of industry recognition which validates recognition of performance and capabilities to deliver products and services as required in this RFP.

Gartner Magic Quadrant Recognition:

In addition to the information provided by the Vendor, consideration will be made on the Vendor's position on Gartner Magic Quadrant for the Wired and Wireless LAN Access Infrastructure, published May 2026. KDE will accept recognition from other independent US research organizations and given the same level of consideration as the Gartner Magic Quadrant report.

F. Turnover Plan

The Vendor's proposal should include an example turnover plan for an average size KY school district (3-5 schools with 3700 students) detailing the transfer of hardware, services, materials, products, documents, and information. An organized transition that ensures the continuity of operation is of the essence.

G. Security Plan

The Vendor should describe their security plan specific to the Vendor's proposed solution and how the security plan addresses federal and state data privacy, security, and data breach and notification legislation.

H. Service Level Agreement (SLA)

The Vendor shall provide an example of a Service Level Agreement (SLA) which ties directly to the requirements outlined in this RFP. The Vendor should model the SLA to reflect the usage and availability of the proposed solution to KDE and school district sites. The SLA should include but not be limited to:

1. Uptime, the percentage of scheduled operating time during which the service is available to users.
2. Scheduled Downtime, any scheduled downtime shall be coordinated with the customer's point of contact.
3. Help Desk Response time.
4. Help Desk Resolution time.
5. Regular, timely reporting on actual performance in comparison to SLA targets
6. The Vendor should have an annual audit and share the audit report(s) with the KDE.
7. The Vendor should ensure that quoted products can be delivered and installed in a timely fashion, if not the Vendor needs to explain why there is a reason for delay ahead of time.

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

6.9 **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.

Categories that do not have an MSRP (i.e. training), you may list a 0% discount. Costs for those categories would be evaluated by districts as part of a mini-bid process. If a category is not offered, you may list N/A.

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.

SECTION 7 – PROPOSAL EVALUATION

7.1 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.

7.2 Technical Proposal Evaluation

Proposals with a combined technical score less than 50% of the maximum technical points possible will not be considered for award and neither cost proposals nor oral demonstration/presentation evaluations will be evaluated regarding that proposal. A proposal's combined technical score is the combined total points of all scored criteria in the technical proposal portion of an evaluation.

Criteria	Maximum Points Possible
Executive Summary (see Section 6.8.A)	50
Company Background (see Section 6.8.B)	50
Implementation/Project Management Plan (see Section 6.8.C)	150
K-12 Manufacturer Install Base (see Section 6.8.D)	250
National Research Recognition (see Section 6.8.E)	250
Turnover Plan (see Section 6.8.F)	50
Security Plan (see Section 6.8.G)	75
Service Level Agreement (see Section 6.8.H)	125
Maximum Points Possible	**1000**

7.3 **Cost Proposal Evaluation**

Criteria	Maximum Points Possible
E-Rate Eligible Proposed Cost	1300
Non E-Rate Eligible Proposed Cost	325
Maximum Points Possible	**1625**

T*he scoring of bids/proposals is subject to the reciprocal preference for Kentucky resident bidders and preferences for a Qualified Bidder or the Department of Corrections, Division of Prison Industries (See KRS 45A.490(1), (2), 45A.492, 45A.494 and KAR 200 5:410).*

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

Criteria	Maximum Points Possible
Oral Presentations/Demonstrations The Commonwealth reserves the right to require Oral Presentations/Demonstrations to verify or expand on the Technical or Cost Proposals. Oral Presentations/Demonstrations may be conducted through video-conferencing or by conference call, if it is in the best interest of the Commonwealth. 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.	1000

If required, the **top five (5)** highest ranking vendors may be invited. Scheduling will be at the discretion of the Commonwealth. The Commonwealth reserves the right not to require oral presentations/demonstrations The decision regarding whether to request oral presentations shall be solely within the discretion of the evaluation team. The evaluation team may determine that oral presentations are unnecessary, even in instances where technical proposal scores are sufficiently close that Oral Presentations/Demonstrations might affect final rankings. (Note "Oral Presentations/Discussions" as used in this context shall not include KRS 45A.085(7) written or oral discussions regarding final terms of contracts to be awarded as a result of this RFP.	
Maximum Points Possible	**1000**

7.5 **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).

7.6 **Total Proposal Evaluation**

Criteria	Maximum Points Possible
Technical Proposal	**1000**
Cost Proposal	**1625**
Oral Demonstrations/Presentations, if required	**1000**
MAXIMUM POINTS POSSIBLE	**3625**

SECTION 8 – 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 limited to issues related to the Technical and/or Cost Proposals.

SECTION 9 – CONTRACT REQUIREMENTS AND PROVISIONS

9.1 Agencies to Be Served

This contract shall be for use by the Kentucky Department of Education (Kentucky K-12 Public School Districts, Area Technology Centers, KSB, KSD, and KDE, the agency). 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).

9.2 Term of Contract and Renewal Options

The initial term of the contract shall be valid through **September 30, 2029,** 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 two (2) year** periods upon the mutual agreement of the Parties. Such mutual agreement shall take the form of a contract modification as described in Section 10.7 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.

9.3 Basis of Price Revisions

The awarded Contractors shall maintain the awarded minimum discount percentage off MSRP for the entire term of the Contract, including all renewals and extensions. Under no circumstances shall the minimum discount percentage off MSRP be reduced during the Contract term. The Contractor may offer promotional

discounts in excess of the awarded minimum discount percentage at any time. Promotional discounts shall be temporary unless otherwise approved by the Office of Procurement Services. Any permanent increase to the Contract minimum discount percentage off MSRP shall be submitted to the Office of Procurement Services in writing.

Any promotional discounts do not require a notification. Only permanent increases to the minimum percentage discount off MSRP require contract modification. There is no statewide promotional requirement.

9.4 **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.

9.5 **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.

SECTION 10 – STANDARD TERMS AND CONDITIONS

10.1 **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. Procurement Statutes, Regulations and Policies
2. Any written Agreement between the Parties;
3. Any Addenda to the Solicitation;
4. The Solicitation and all attachments
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.

10.2 **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.

10.3 **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.

10.4 **Type of Contract**

The contract shall be on the basis of a **minimum discount percentage off MSRP** 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.

10.5 **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.

10.6 **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.

10.7 **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.

10.8 **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.

10.9 **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.

10.10 **Assignment**

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

10.11 **Payment**

The Commonwealth will make payment within thirty (30) working days of receipt of Contractor's invoice and of acceptance of goods and/or services except when the agency has transmitted a rejection notice to the vendor in accordance with KRS 45.453 and KRS 45.454. For the purpose of this provision, a working day is any weekday except for Commonwealth employee holidays up to the agency close of business. The Commonwealth may make a partial payment of goods or services that it has received according to the terms of the contract.

Payments are predicated upon agreed upon payment milestones set forth in the agreement and/or 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 agency representative and, except Personal Service Contract invoices, shall include the following information, as applicable:

(1) Contract and/or delivery order number;

(2) Name of Contractor Entity or Individual;

(3) Contractor designated point of contact;

(4) Unique Invoice Number;

(5) Invoice Date;

(6) Item numbers;

(7) Descriptions of goods or services provided;

(8) Sizes of goods provided;

(9) Quantities provided;

(10) Unit prices; and

(11) Extended totals (unit price x quantity) for invoiced line items.

For Personal Service Contracts, invoices must be submitted on the Personal Service Contract Invoice form established by the Government Contract Review Committee, available at:

https://apps.legislature.ky.gov/moreinfo/contracts/PSC%20INVOICE%20FORM.pdf

The Commonwealth will make a good faith effort to notify the Contractor within fifteen (15) working days of the Contractor's failure to submit a proper invoice or a dispute of the goods or services provided. The Contractor shall address the Commonwealth's concerns within ten (10) calendar days and resubmit a corrected invoice with a new invoice number for payment. If the Contractor has not rectified the problem with the invoice or the good or service within the ten (10) calendar day correction period, any revised submitted invoice shall be considered a new invoice with a new date of submission for calculation of any late payment penalty.

If the Commonwealth has not notified the Contractor of any issue with the invoice or the goods and/or services and the Contractor has not received payment by the twenty-fifth (25^{th}) business day after the Contractor submitted the invoice, the Contractor should notify its Commonwealth contract representative that its invoice is still pending payment.

Except as otherwise explicitly provided in the contract, payments shall be issued to the Contractor within thirty (30) working days of receipt of Contractor's invoice and of acceptance of goods and/or services. In the event of an invoice payment dispute between the Contractor and purchasing agency, the Contractor shall first attempt resolution of the dispute via submission to the purchasing agency in accordance with the payment dispute process posted on the Finance and Administration Cabinet website, located at:

https://finance.ky.gov/office-of-the-secretary/office-of-general-counsel/Pages/procurement-and-protest-resources.aspx

If submission to the purchasing agency fails to resolve the payment dispute, the Contractor may submit a contract dispute regarding payment to the Finance Secretary for resolution. In accordance with KRS 45.454, and except as provided by KRS 371.405, there shall be payable to the Contractor a penalty of one-percent (1%) on any undisputed amount each month or fraction thereof owing to the Contractor after 30 working days following the receipt of the goods or services and receipt of the invoice unless otherwise agreed between the Commonwealth and the Contractor. After a resolution is determined, the purchasing agency shall begin to assess penalties due the Contractor and remit the penalty payment to the Contractor within five (5) working days.

10.12 **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.

10.13 **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.

10.14 **Commonwealth Property**

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

10.15 **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, 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.

10.16 **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 buyer. (see Section 9.4)

10.17 **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 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:

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

10.18 **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.

10.19 **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.

10.20 **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.

10.21 **Conformance with Commonwealth & Federal Laws/Regulations**

This contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. Any action brought against the Commonwealth on the contract, including but not limited to actions either for breach of contract or for enforcement of the contract, shall be brought in Franklin Circuit Court, Franklin County, Kentucky in accordance with KRS 45A.245.

10.22 **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.

10.23 **Access to Records**

The state agency certifies that it is in compliance with the provisions of KRS 45A.150, "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The Contractor, as defined in KRS 45A.030, 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 agreement for the purpose of financial audit or program review. 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. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the agreement and shall be exempt from disclosure as provided in KRS 61.878(1)(c).

10.24 **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.

10.25 **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.

10.26 **Contract Claims**

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

10.27 **Limitation of Liability**

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

10.28 **Nondiscrimination**

The Equal Employment Opportunity Act of 1978 (the "Act"), KRS 45.560 to 45.640, applies to all State government contracts or subcontracts in an amount exceeding $500,000. The contractor shall comply with all terms and conditions of the Act.

During the performance of this contract, the Contractor agrees as follows:

(a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age forty (40) and over, disability, veteran status, or national origin or.

(b) The Contractor shall take affirmative action in regard to employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of compensation, and selection for training, so as to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, age forty (40) and over, disability, veteran status, and national origin.

(c) The Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age forty (40) and over, disability, veteran status, or national origin.

(d) The Contractor shall post notices in conspicuous places, available to employees and applicants for employment, setting forth the provisions of this non-discrimination clause.

The Contractor shall send a notice to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding advising the said labor union or workers' representative of the Contractor's commitments under this nondiscrimination clause.

The Contractor's noncompliance with the nondiscrimination clauses of this contract shall constitute a material breach of the contract.

Each Contractor shall, for the length of the contract or at the point at which the contract is covered by this Act and until its conclusion, furnish such information as required by the Act and any rules, regulations and orders issued pursuant thereto and permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the Cabinet to ascertain compliance with the Act.

This section applies to agreements disbursing federal funds, in whole or part, only when the terms for receiving those funds mandate its inclusion.

10.29 **Exception to Required Use of Contract**

The establishment of this Master Agreement is not intended to preclude the use of similar products when requested by the agency. The Commonwealth of Kentucky reserves the right to contract for large requirements by using a separate solicitation

10.30 **Bidder, Offeror, or Contractor Mandatory Representations Compliance with Commonwealth Law**

The contractor represents that, pursuant to KRS 45A.485, they and any subcontractor performing work under the contract will be in continuous compliance with the KRS chapters listed below and have revealed to the Commonwealth any violation determinations within the previous five (5) years:

KRS Chapter 136 (CORPORATION AND UTILITY TAXES)
KRS Chapter 139 (SALES AND USE TAXES)
KRS Chapter 141 (INCOME TAXES)
KRS Chapter 337 (WAGES AND HOURS)
KRS Chapter 338 (OCCUPATIONAL SAFETY AND HEALTH OF EMPLOYEES)
KRS Chapter 341 (UNEMPLOYMENT COMPENSATION)
KRS Chapter 342 (WORKERS' COMPENSATION)

Boycott Provisions

If applicable, the contractor represents that, pursuant to KRS 45A.607, they are not currently engaged in, and will not for the duration of the contract engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which Kentucky can enjoy open trade. **Note:** The term Boycott does not include actions taken for bona fide business or economic reasons, or actions specifically required by federal or state law.

If applicable, the contractor verifies that, pursuant to KRS 41.480, they do not engage in, and will not for the duration of the contract engage in, in energy company boycotts as defined by KRS 41.472.

Lobbying Prohibitions

The contractor represents that they, and any subcontractor performing work under the contract, have not violated the agency restrictions contained in KRS 11A.236 during the previous ten (10) years, and pledges to abide by the restrictions set forth in such statute for the duration of the contract awarded.

The contractor further represents that, pursuant to KRS 45A.328, they have not procured an original, subsequent, or similar contract while employing an executive agency lobbyist who was convicted of a crime related to the original, subsequent, or similar contract within five (5) years of the conviction of the lobbyist.

10.31 **Artificial Intelligence (AI)**

Vendor agrees to adhere to CIO-126 Artificial Intelligence Policy.pdf, which includes but is not limited to, the required written disclosure, in advance, of every use of generative AI and/or integrations with generative AI system. Vendor agrees to disclose all parts of contracted work that is expected to be or will be

performed with the assistance of AI. Further, Vendor understands and agrees to take appropriate measures to ensure Generative AI shall not be used for any activities that are illegal or in violation of state policy, COT policy, or agency policy per CIO-126. Vendors may not use Commonwealth confidential or internal data in generative AI queries or for building or training proprietary generative AI programs unless explicitly approved in writing by the agency head with consultation from the COT Chief Information Officer. Vendor agrees to provide reasonable written notice of any issue of noncompliance with these requirements.

10.32 Insurance Requirements

*** Proof of all required insurances should be provided prior to award. ***

A Certificate of Insurance (COI) on an ACORD form is required unless approved by the Commonwealth's Office of the Controller.

A. Required Coverage

The awarded vendor(s) shall be responsible for maintaining, and not reducing, the following insurance coverages, types, and limits of liability. Further awarded vendor shall be able to produce evidence of insurance in compliance with 10.32(C) through the entire contract:

Commercial General Liability Insurance in accordance with minimum limits of liability of $1,000,000.00 per occurrence, $2,000,000.00 aggregate.

B. Additional Types of Insurance

Automobile Liability Insurance (If Applicable)

Automobile Liability Insurance is required for delivery, onsite training, services or events in all situations where the Contractor must drive to any property where Commonwealth operations occur. With regard to delivery, if the items requested in this solicitation will be delivered by the awarded Contractor or Subcontractor, proof of Automobile Liability Insurance must be provided prior to award. ***If items will be delivered by common courier (USPS, FedEx, UPS, Old Dominion Freight Line, etc.), this requirement does not apply.***

The Contractor or Subcontractor must provide a certificate of insurance coverage for any vehicle used in performance of this contract, whether owned, non-owned, or hired, or other vehicles utilized by the Contractor or Subcontractor. Said policy of insurance to have a minimum coverage limit of $1,000,000.00 per occurrence combined single limit for bodily injury, including death, and property damage.

This requirement does not apply if the Contractor does not own, lease, or hire any automobiles to be used in connection with performance under any Contract resulting from this Solicitation.

C. Evidence of Insurance Coverage

The successful bidder shall provide evidence of insurance coverage as required. Failure to do so shall constitute a material breach of this Contract and may result in immediate cancellation of the Contract.

For all required insurance coverages, during the course of the Contract, the awarded vendor shall not be self-insured or utilize a Captive Insurer or a fronting policy that shifts risk back to the awarded vendor without prior written approval by the Office of the Controller of the Commonwealth.

Further, the awarded vendor shall not utilize an insurer or similar entity not in good standing with the Insurance Commissioner to fulfill the insurance requirements of the contract without prior written approval by the Office of the Controller of the Commonwealth.

Such approvals may require additional financial review, proof of funds, or bonding requirements sufficient for the risk associated with the services covered by the Contract, and approval or rejection is within the sole discretion of the Commonwealth's Office of the Controller.

Contractor shall furnish the Certificate of Insurance prior to award and shall, upon request of the Commonwealth at any time during the contract term, provide a current, valid Certificate of Insurance.

Contractor and/or its insurer shall provide immediate notice of nonrenewal or cancellation of coverage during the course of the Contract.

All Certificates of Insurance must be signed by an authorized representative of the insurance agency, shall be in compliance with the laws of the Commonwealth of Kentucky, and shall be placed with a licensed resident or non-resident agent who represents insurance companies authorized to do business in Kentucky. The insurer shall have an AM Best rating of B+ or higher. Visit www.ambest.com for verification. Failure to meet this requirement may result in the bid being deemed non-responsive. A list of authorized companies can be found at https://insurance.ky.gov/ppc/Company/Default.aspx.

The certificate holder shall be listed as:

Finance and Administration Cabinet, DCM
Office of Procurement Services
200 Mero Street, 5th Floor
Frankfort, Kentucky 40622

Certificate of Insurance must contain the following language in the Description of Operations box:

"The Commonwealth and its agents are Additional Insureds for the contract resulting from the solicitation. Additional insured protection afforded is on a primary and non-contributory basis."

D. Subcontractors

If the contract allows for Subcontractors and utilizes Subcontractors, prior to the commencement of any work by a Subcontractor.

- The primary Contractor's Certificate of Insurance must identify coverage that meets or exceeds the insurance requirements defined in this contract and that covers Subcontractor and its work in support of the Contract ***or*** the Subcontractor must submit and maintain a Certificate of Insurance that also meets or exceeds the insurance requirements of the Primary Contractor defined in this contract.
- OPS reserves the right to request copies of all Subcontractor's Certificate(s) of Insurance at any time.

SECTION 11 – 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 – Affidavit
Attachment D – Vendors' Question Form
Attachment E – Mandatory Requirements Checklist
Attachment F – Contractual Definitions (OEM-Held Network Contract)
Attachment G – KETS Network Products and Services Reseller Agreement