

ELECTRONIC BID SUBMISSION

Bid responses shall be received by electronic submission in the eProcurement system.

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

Bid 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).

Online bid responses 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 response after the published date and time for closing.**

An offer may be modified or withdrawn by electronic or written notice **ONLY** if received prior to the bid closing date and time.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 signature.

The following items **MUST** be submitted prior to award:

____REVENUE FORM 10A100 KENTUCKY TAX REGISTRATION APPLICATION **IF**

APPLICABLE (see Section 36)

_____ CERTIFICATE OF AUTHORITY – REGISTRATION WITH SECRETARY OF STATE BY A FOREIGN ENTITY **IF APPLICABLE** (see Section 38)

_____ REQUIRED AFFIDAVIT(S)

<https://finance.ky.gov/office-of-the-secretary/FinanceForms/Annual%20Required%20Affidavit%20for%20Bidders%200Offerors%20and%20Contractors.pdf>

ATTACHMENT A

**Commonwealth of Kentucky
Request for Bid (RFB)
For
Print and Mailing KY Titles
RFB 758 260000590**

**Issued by
The Finance and Administration Cabinet
On Behalf Of
KYTC – Department of Vehicle Regulation**

<p>Release Date: May 27, 2026 Vendors' Written Questions Due: June 3, 2026 at 10:00 AM, ET CLOSING DATE AND TIME: June 12, 2026 at 1:30 PM, ET</p>

**Commonwealth Buyer:
Stephanie Durr
COMMONWEALTH OF KENTUCKY
FINANCE AND ADMINISTRATION CABINET
Office of Procurement Services
200 MERO STREET, 5TH FLOOR
FRANKFORT KY 40622
(502) 564-6521
Stephanie.durr@ky.gov**

BID READINGS

Any person wishing to hear a bid reading may call the OPS conference line at 844-603-5060, Conference ID number 240522005, and Participant Code 33957, at 3:30pm, ET on the bid closing date.

PLEASE READ THIS SOLICITATION AND ITS INSTRUCTIONS IN ITS ENTIRETY.

This is a Request for Bid (RFB).

Vendors shall comply with the terms and conditions stated in the solicitation.

Any efforts to negotiate these terms and conditions SHALL NOT be accepted and SHALL cause the bid to be deemed non-responsive.

All proposed pricing shall remain valid for a minimum of sixty (60) calendar days after the bid due date.

This Contract shall be awarded as Group All. Vendors shall bid all line items, otherwise bid shall be deemed non-responsive.

Vendors should review and comply with the general bidding requirements 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.

Solicitation

Terms and Conditions

Master Agreement

Section 1

Scope of Contract

The Office of Procurement Services issues this solicitation to establish a **Master Agreement** for: Print and Mailing KY Titles

Section 2

Bid Specifications (Requirements that include the words “Shall”, “Will”, “Must” indicate a mandatory requirement)

SCOPE OF SERVICES

Processing Services to print vehicle titles for the Transportation Cabinet (KYTC). The contractor must provide off-site processing services to print and mail these documents on a daily basis.

Processing services are defined as converting electronic information to paper format (titles), preparing information for mailing and delivery to the post office. The Transportation Cabinet will provide the contractor with the data for each mailing. The contractor shall print addresses and barcodes to qualify mailings for the maximum barcode discounts according to United States Postal Service (USPS) specifications and shall be responsible for delivering the documents to the Post Office. Paper stock, vehicle title, and envelopes, if necessary, shall be provided by the contractor per this solicitation. This solicitation requires the vendor to be responsible for all postage costs.

The contractor shall provide documents like those currently used by the Transportation Cabinet. All documents designed by the contractor shall be subject to approval by the Transportation Cabinet.

TRANSPORTATION CABINET RESPONSIBILITIES

Providing Data to Vendor:

The Transportation Cabinet will provide all electronic data to the contractor in an FTP format.

CONTRACTOR REQUIREMENTS NON-VEHICLE TITLES

Minimum Facility Requirements:

For disaster recovery purposes, the contractor should have at least two (2) processing facilities. The contractor shall list all locations of facilities on a separate attachment. These facilities must be operational in case of an emergency, which would require their use.

Provide Forms and Design:

Contractor will supply all documents approved by USPS for mailing. Documents must be similar to the Transportation Cabinet's present documents. Contractor shall furnish full proofs of all documents to the Transportation Cabinet within 15 calendar days before award of the contract. Proofs must be approved by the Transportation Cabinet prior to usage.

Electronic Capabilities:

Contractor must have capability to process any documents electronically rather than hard copy via USPS. Must have capability to electronically send documents, billing information and receipt via e-mail address or a clearinghouse location and receive back via e-mail pertinent information and payment forms. The Transportation Cabinet shall

determine which recipients, if any, are to receive electronic documents.

USPS Requirements:

Contractor will meet all USPS specifications and requirements for first-class mail automation. Documents will qualify for the maximum discounts for barcode mail.

Postage Requirements:

Contractor shall be responsible for all costs associated with postage for mailing all the barcodeable documents. The difference between Barcodeable and Non-barcodeable documents shall be billed to the Transportation Cabinet at actual USPS charges.

NOTE: "First Class Mailing "is understood to mean first class mail within the United States Postal Service. Canadian Mail is understood to mean first class mail placed in route in the United States Postal Service and transferred by them to the Canadian Postal System for delivery to Canadian Addresses.

Mailing Requirements:

Non-vehicle title documents must be mailed within 40 hours of receipt of data from the Transportation Cabinet. The vendor agrees that when documents are not mailed within the contracted mailing time that one percent (1%) per day will be deducted from the vendor's invoice for each day the vendor fails to meet the contracted mailing time.

Billing Requirements:

The vendor will bill KYTC monthly for items mailed for the Division of Motor Vehicle Licensing.

The billing summary of invoices for mailed items shall provide for the following information so that the Cabinet can efficiently reconcile the billings:

1. Total number of addresses (pieces of mail),
2. Total number of addresses that are U.S. mailings,
3. Total number of addresses or mailings to Canada,
4. Total number of non-barcodeable pieces with U.S. addresses,
5. Total number of non-barcodeable pieces with Canadian addresses, and
6. Information for tracking purposes (date received, date mailed etc.).

Return mail address should be routed to KYTC, Motor Vehicle Licensing, 200 Mero St. (2nd floor) Frankfort, KY 40622.

Contractor Staff, Equipment and Facility:

The contractor must provide its own staff, equipment, and facilities to capture, store, and transmit confidential information in accordance with the confidentiality requirements noted below.

Commodity Description:

Note: all non-vehicle title paper stock should contain fifty (50) percent recovered paper material of which ten (10) percent should be post-consumer waste.

VEHICLE TITLES – personalized, custom printed on 8 ½ by 11 title paper (see spec

below) – First Class postage, approximately 125,000 per month.

VESSEL TITLES- personalized, custom printed on 8 ½ by 11 title paper- First Class postage, approximately 4,000 per month - Green borders.

A confirmation of each successfully completed batch and file description will be forwarded to the KYTC KAVIS Team and Title Branch Manager. Any jobs that are not run successfully shall be forwarded to the Cabinet in the same format as above.

VEHICLE TITLE SPECIFICATIONS

Summary:

Commonwealth of Kentucky intends to award a Master Agreement (price contract) for vehicle titling that will reduce the number of times Division of Motor Vehicle Licensing employees handle a title and speed up the time to get a title to the owner.

Kentucky issues approximately 1.5 million vehicle titles per year. Vehicles are registered at County Clerk Offices throughout the state. While there are 120 counties in Kentucky, there are 153 county clerk offices that handle vehicle transactions. A new title is issued when a vehicle changes ownership.

These figures are estimates only and are not guaranteed quantities. Totals could be more or less than indicated above.

KY New Title Process:

Motor Vehicle Licensing (MVL) will adapt the most secure electronic file to send titles to vendors through a proprietary file daily.

Vendor prints secure title by type and color as noted in the solicitation with the Commissioner's signature.

Vendor mails the new title to the owner.

Vendor sends an electronic copy of the actual titles with new title information to MVL Title Branch Manager.

Record of Titles:

The record shall be labeled with the activity period and the title number range of the titles enclosed. Records must be indexed by title number, vehicle identification number (VIN), plate number, owner name, and registration number. The records will be sent weekly and contain one full week of activity.

Security:

The final title needs to be 8.5" X 11". The title paper needs to be at least 24# with a caliper of at least .0043 with pantograph; the highest level of industry standard of safety ink, continuous embedded security thread (PORTALS PAPER or Equivalent), and should read "Commonwealth of Kentucky" and read over the entire length. The title must have back face security, micro line printing, and embossed. "Team Kentucky" logo

must appear on the title. Additional security features may be included.

The vehicle title information and personal information received by the vendor cannot be used for any reason unless expressly authorized in writing by KYTC. The vendor will sign a Driver Privacy Protection agreement whereby all responsibility for handling personal information will be within the parameters of the DPPA Act.

Vendor must comply with KRS 186A.050 regarding conditions and characteristics of title and computer-generated forms.

KRS 186A.050 may be viewed at
<https://apps.legislature.ky.gov/law/statutes/statute.aspx?id=6140>

Paper stock: 24 lb. Paper with a continuous embedded security thread, colored fiber paper, prismatic drop-out background, toner-grip, micro-printing, cylinder mould watermark, etc. An example would be portals paper or equivalent. Caliper of at least .0043”

Paper must be recycled, consisting of a minimum of 20% post-consumer waste. Recycled paper is mandatory.

The composition of the embedded security thread should read “Commonwealth of Kentucky” and repeat over the entire length. Documents must have blank spaces on the face of the document for the customer's name and address in the window envelope area to meet postal regulations.

Safety Features:

The paper must contain full chemical sensitization in sheet that will exhibit marked chemical reaction (in the forms of various stains) to thwart falsification of the document using chemical eradicators. Protection to be afforded from those chemicals that are classified according to the following families: Polar solvents, non-polar solvents, acids, oxidizing agents, strong bases, and weak bases.

Void feature- Must contain an iridescent Secure Scan Pantograph or equivalent on face. The word “void” will appear when copies are attempted, and the entire pantograph will “drop out” if scanned for records archiving.

Safety Ink – Felb Ink or Blue Ink which are clearly visible under Black Light. Underlying duplex tint to make photographic and color xerographic reproductions extremely difficult.

Prismatic Printing: A multicolor, fine-line prismatic pantograph.

Guaranteed Consecutive Number: Each document shall be consecutively control numbered with no missing or duplicated numbers. Number ink must be #805 fluorescent red ink.

Back Design- The back of the Document must have alpha-line security feature background, and a fluorescent white opaque safety mark that is visible when held under

black light and will be visible when document is held at an angle. There must also be a safety-block security feature consisting of micro-text that is the background of the odometer-reading box on back and face of document.

Micro line-printed on the face of the title must be a line of microscopic type (approximately .008" height) that, when viewed without magnification, will appear as a plain or dashed line, but when viewed under extreme magnification will appear as a sentence of type specified by the Transportation Cabinet.

Embossing- the seal of the Commonwealth of KY to be printed & embossed.

High resolution or intaglio border-intaglio with latent image or face border design achieved through high resolution printing to create excellent art clarity & detail quality including a simulated watermark. If watermark is used, the letters "KY" shall appear in the upper right & left corner; be fluorescent under black light & visible from either side of the paper, with equal intensity, thus making it impossible to photograph or duplicate with a copier.

Text Matter:

Text is to be spaced for ten characters per inch horizontally & six lines per inch vertically. The text matter is lithographically printed in permanent ink. Copy supplied by state after award of contract.

Re-production Requirements: INITIAL TEST RUN REQUIRED.

No later than 60 days following the awarding of contract, a test run of 2,000 forms, per the specifications for construction & printing, including all front & back printing. Approved by the Transportation Cabinet through prior proof review under the contract, shall be submitted to the Transportation Cabinet for testing. If successful, this will be the final test of the form's construction & printing acceptability before the Transportation Cabinet will grant final approval for the vendor to begin full production of the form. The Transportation Cabinet reserves the right to adjust the final copy after receiving the test order.

Samples:

Following the award of contract and upon approval by the Transportation Cabinet, 2,000 certificates shall be produced & designated as samples & so marked on the face of the title to be distributed by the Transportation Cabinet to other states & various other interested parties.

Proofs:

Prior to the award of the contract, proofs for front & back printing are to be submitted to the attention of the Director, Division of Motor Vehicle Licensing, Transportation Cabinet, P.O. Box 2014, Frankfort, KY 40622, no later than 20 calendar days after receipt of the contract by the vendor.

Bonds:

The successful bidder shall forward a performance bond or irrevocable letter of credit in

the amount of 20% of the total bid submitted. This bond guarantees that all specifications contained herein are & will be guaranteed. The contractor will be required to furnish the bond or irrevocable letter of credit to the Finance and Administration Cabinet, Office of Procurement Services, prior to award of contract. The performance bond or irrevocable letter of credit must be issued by a licensed Kentucky insurance company and made payable to the Kentucky State Treasurer. The contract number and dates of performance must be specified in the performance bond or irrevocable letter of credit.

All costs related to posting the performance bond or irrevocable letter of credit shall be included in the proposed total cost and shall be identified in the cost bid as specified.

Should the option to renew this contract be exercised, the amount of the performance bond or irrevocable letter of credit may be re-evaluated based on the contractor's past performance and may be adjusted accordingly.

Timing:

The vendor will have the new title in the next day's mail to the new owner after receiving the electronic file from KYTC. The 2 copies of actual titles stored on CD Rom with new title information will be sent weekly to the KY Division of MVL. "Speed Titles" received by the vendor marked "to be picked up" must be delivered to Motor Vehicle Licensing, at 200 Mero St, 2nd floor, Frankfort, KY 40622, by 9:00 am the following business day after printing.

Title Type and Color:

The electronic file sent to the vendor will contain one of three title types. Each title type will result on a different primary color of the title being printed. The three title types are:
Normal - Blue
Un-rebuildable Salvage /Rebuilt- Red
Vessel- Green

There are approximately 2500 unrebuildable salvage titles issued and 1500+ Unrebuildable Rebuilt titles issued annually. The Red titles must state "May not be eligible for titling in all states". Approximately 46,000 vessel titles are issued annually.

Production Facility Physical Security:

Because of the sensitive nature and risk of unlawful possession of these documents, the Commonwealth is concerned about the security precautions the contractor has taken to protect and safeguard the documents against risk of loss or damage while in the physical possession of the contractor. Documents will be processed in a manufacturing facility where documents of high value are commonly printed, and a high degree of plant security exists in the production and storage of all materials used. Bidders' response to this section shall indicate the kind of security/safeguards it has in place to meet the minimum standards outlined below as deemed necessary by the Commonwealth.

Guards shall be present during all hours of production; Facility will be monitored by an established professional guard service during non-production hours.

All plant exits will be monitored by the guards through a centralized alarm system and tied into the local police system.

Security clearances must be performed on all employees.

Secured areas must be provided for all areas of the production facility.

In addition to the CCTV surveillance system, which monitors the perimeter of the plant, parking areas, as well as the secure production, warehousing, and shipping areas, the security officers will monitor the ingress and egress of all authorized persons within the secure areas.

All employees must wear photo identification badges to gain entrance to the facility.

All entrances to the facility as well as the different production areas must be secured by electronic identification via a badge encoded with the employees' authorized level of security.

All visitors, outside vendors and contractor employees must be strictly controlled, wear identification badges and will be restricted to assigned areas unless appropriate clearances have been obtained for entering the restricted area.

The security officers must always have 2-way radio contact with the command center.

There must be multi-level security access within the facility, thereby limiting and controlling access to the high security areas.

The facility must be monitored 24 hours a day by a Fire Alarm System.

Titles must be stored in an environmentally accepted storage facility that is climate and temperature controlled.

Cost:

The vendor will bill KYTC monthly based on the number of completed titles printed and mailed to the new owner. This should include the cost of the secured title, printing the title, and the mail cost associated with the title process and CD production of the new title information. The cost will be a "price per completed title". MVL will not pay to replace damaged titles. Vendor shall notify MVL of all damaged titles the same day damage occurs. Return mail address should be routed to the Division of Motor Vehicle Licensing, KYTC 200 Mero St., Frankfort, KY 40622.

Security and Confidentiality Requirements:

The Contractor shall comply with the provision 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 apply to the Contractor. The Contractor shall have an appropriate agreement with its employees to that effect.

Information obtained through or related to the contract for document generation, and Mailing Services shall not be used for any purposes other than the mailings outlined in

this contract. All data (names, addresses, etc.) obtained through the contract remains the exclusive property of the KY Transportation Cabinet and shall not be copied by any means or by any form by the contractor. The mailing service, its employees, and subcontractors shall not disclose the data to any third party for any purpose other than the performance of the contract. The vendor is to sign the disclosure agreement and return it to the Transportation Cabinet.

Restricted Use of KYTC Documents:

Other business related documents made available in any format by the KYTC to the contractor shall be used only for the purpose of carrying out the provisions of the contract. Information contained in such Material is treated as confidential and shall not be divulged or made known in any manner or in any form except as may be necessary in the performance of the contract. KYTC has the right to inspect the facilities before awarding the contract and at any time during the processing of information to verify compliance with the security provisions of the contract.

List of Employees and Agents with Access Authority:

The contractor should maintain a list of employees and agents with authorized access to KYTC data. The contractor shall provide KYTC with the list of those employees and agents and shall update that list quarterly.

Right to Cancel for Safeguard Failure:

Office of Procurement Services reserves the right to cancel the contract if the contractor fails to provide and maintain the proper safeguards.

KYTC Security and Confidentiality Contact Person:

The KYTC contact person for security and confidentiality is

Virginia Day
Kentucky Transportation Cabinet
Department of Vehicle Regulation
200 Mero Street
Frankfort, KY 40622.
Phone 502-782-7893

Email: virginia.day@ky.gov

Purging Requirements:

The contractor guarantees the complete purging of data processed during the performance of this contract from all data storage components of their computer facility. All output is retained by the contractor for 30 days from the time the work group is completed.

If immediate purging after 30 days of all data storage components is not possible, the contractor guarantees the safeguarding of any data remaining in any storage component to prevent unauthorized disclosures.

Spoilage and Intermediate Hard Copy Data:

The contractor is responsible for the appropriate and secure destruction of the spoilage or any intermediate hard copy printouts and shall provide KYTC with a statement containing the date of destruction, description of material destroyed, and the method used.

Changes While Contract in Force:

KYTC reserves the right to request that other documents, within scope of this contract, be added to this contract, provided that KYTC specifies the documents to be processed and mailed. The contractor's written approval and negotiated quote per thousand notices processed and mailed for each work group shall be submitted at the time KYTC submits a request for additional work to be performed.

Subcontracting Approval:

No subcontracting of work performed pursuant to this contract is permitted without the specific written approval of KYTC.

Internal Network Security Requirements:

The contractor will not be allowed to transmit data electronically to KYTC over wide-area network. Due to confidentiality requirements the contractor's internal network must be secure and separate from other non-KYTC jobs.

Written Backup Plan and Recovery Procedure:

The contractor shall outline and provide in writing a plan of backup and recovery procedures for electronic means to ensure security and confidentiality, and restoration.

Compliance With Federal Requirements

Where this procurement involves the expenditure of federal assistance or contract grant funds, the awarded contractor shall comply with such federal law and authorized regulations which are mandatorily applicable and which are not presently set forth elsewhere in this solicitation. Office of Management and Budget Circular A-102, Appendix "O" requires but is not limited to, compliance with the following provisions;

(1) All contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees require compliance with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

(2) All negotiated contracts (except those awarded by small purchase procedures) awarded by grantees provide that the grantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the contractor which are directly pertinent to this specific contract, for the purpose of making audit, examination excerpts and transcriptions. Contractors are to maintain all required records for three years after grantees make final payments and all other pending matters are closed.

(3) Contracts, subcontracts and subgrants of amounts in excess of \$100,000 requires compliance with all applicable standards, orders, or requirements issued under Section

306 of the Clean Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act 33 U.S.C. 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. This provision requires reporting of violations to the grantor agency and to the U.S.E.P.A. Assistant Administrator for Enforcement.

Performance Security Bond

In order to assure full performance of all obligations imposed on Contractor by contracting with the Commonwealth, the Contractor shall be required to provide and continue through the life of the contract a performance security in an amount equal to (insert percentage) of the contract value within 7 working days from date of receipt of the Commonwealth's written notification of its intent to award a contract. Twenty percent (20%) of performance security must be in the form of a surety bond; and the remaining amount may be a surety bond, cashier's check, or an irrevocable letter of credit. The surety bond must be in the form as is usually and customarily written and issued by surety companies and from a surety company licensed and authorized to do business in Kentucky. A list of surety companies may be obtained from the Kentucky Department of Insurance. If the surety's authority to do business in Kentucky is revoked, the bidder shall promptly obtain another surety on the bond or an irrevocable letter of credit. The performance security must be payable to the Kentucky State Treasurer and should include a reference to the Master Agreement number and initial contract term period.

The performance security bond shall be received by the Commonwealth Buyer prior to the initial contract term at:

Commonwealth Buyer: Stephanie Durr, KCPM
Finance and Administration Cabinet, DCM
Office of Procurement Services
200 Mero Street, 5th Floor
Frankfort, Kentucky 40622

All subsequent bond continuations / renewals will be requested by and sent to the Division of Contract Management:
Finance and Administration Cabinet, DCM
Office of Procurement Services
200 Mero Street, 5th Floor
Frankfort, Kentucky 40622

Section 2A

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 46 regarding Artificial Intelligence

2. **Compliance with Kentucky Information Technology Standards (KITS)**

The Kentucky Information Technology Standards (KITS) reflect a set of principles for information, technology, applications, and organization. These standards provide guidelines, policies, directional statements and sets of standards for information technology. It defines, for the Commonwealth, functional and information needs so that technology choices can be made based on business objectives and service delivery. The vendor shall stay knowledgeable and shall provide a solution that works in concert with these standards.

<https://technology.ky.gov/about-the-agency/Pages/kits.aspx>

3. **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/sub vendor 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. **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 vendor 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 United States.
- *Identification and Authorization*
The vendor must employ appropriate identity and access management policies and procedures to ensure that access is appropriately authorized and managed at a level to ensure that access is provisioned and de-provisioned in a timely and efficient manner.
- *Incident Response*
The vendor must employ policy and procedures to ensure that an appropriate response to all identified security incidents are addressed in a timely manner and are reported to the appropriate parties in an agreed upon SLA timeframe. The vendor must also ensure that all staff are sufficiently trained to ensure that they can identify situations that are classified as security incidents.
- *Maintenance*
The vendor must employ policy and procedures that ensure that all maintenance activities are conducted only by authorized maintenance staff leveraging only authorized maintenance tools.
- *Media Protection*
The vendor must employ policy and procedure to ensure that sufficient protections exist to protect Commonwealth data on all storage media throughout the media lifecycle and maintain documentation from media creation through destruction.
- *Physical and Environmental Controls*
The vendor must employ physical and environmental policies and procedures that ensure that the service and delivery infrastructure are located in a physically secure and environmentally protected environment to ensure the confidentiality, integrity, and availability of Commonwealth data.
- *Personnel Security*
The vendor must employ policies and procedures to ensure that all staff that have access to systems that house, transmit, or process Commonwealth data

have been appropriately vetted and have been through a background check at the time of hire and periodically thereafter.

- *System and Communications Protections*
The vendor must employ physical and logical protection that protect system communications and communication media from unauthorized access and to ensure adequate physical protections from damage.

Section 3

Purpose

The purpose of this solicitation is to request vendor responses in order to provide these items under contract to agencies as needed.

Section 4

General

This solicitation specifies requested items. It is not the intention of this solicitation to eliminate vendors or manufacturers of similar or equal equipment of the types specified. It should be noted, however, that these requested items are written around specific needs of State agencies. The Commonwealth reserves the right to consider bids non-responsive if they do not comply with the specifications contained herein.

Section 5

Initial Contract Period

The contract established from this solicitation shall be for the initial period of **two (2) years** from the date of award.

Section 6

Renewal Clause – Optional Renewal Period

This contract may be extended at the completion of the initial contract period for **three (3) additional one-year periods**. This extension must have written approval by all parties. If the contract resulting from this solicitation provides for an optional renewal period, the Commonwealth of Kentucky reserves the right to renegotiate any terms and/or conditions as may be necessary to meet requirements for the extended period. The vendor will be advised of any proposed revisions prior to the renewal periods. In the event proposed revisions cannot be agreed upon, either party shall have the right to withdraw without prejudice from either exercising the option or continuing the contract in an extended period.

Section 7

Exceptions to Specifications

Vendors are cautioned that changes made to the solicitation other than in the designated fields for response shall render the response invalid and result in a non-responsive bid. Otherwise, it will be considered that items/services offered are in strict compliance with these specifications, and the successful bidder shall be held responsible for delivering materials/services that meet these specifications. Any exceptions shall be marked as such within the body of the bid and explained on a separate page. The Commonwealth is not bound to accept any exceptions.

Section 8

Alternate Brands/Specifications

Unless otherwise specified, brands and specifications referenced in this solicitation are meant to establish a minimum standard of quality only. Bidders may bid brands/specifications they consider to be equal by specifying the brand(s)/specifications and inserting the brand name(s), model number(s), etc. on which they are bidding. Bids offering “equal” products/specifications will be considered for award if such products are clearly identified in the bid and are determined by the State to meet or exceed fully the minimum essential specifications and salient characteristics referenced in the Solicitation. Bids that contain products/specifications that fail to meet the minimum essential requirements shall be deemed non-responsive.

Bidders who propose alternate brands/specifications should enclose descriptive literature with their bids so that the equality can be verified. Failure to enclose sufficient literature may result in a non-responsive bid. If the brands are not changed, the contract will be written accordingly and the successful bidder shall be required to deliver the brands/specifications stated in the solicitation.

Section 9

Recycle Requirements

Prospective bidders are required to comply with Recycle Requirements for the purchase of goods, supplies, equipment, materials and printing with a minimum recycled content to the extent practicable per 200 KAR 5:330. This regulation can be viewed on the Internet at <https://apps.legislature.ky.gov/law/kar/200/005/330.pdf>

Section 10

Acknowledgment of Addenda

It is the vendor's responsibility to check the web site for any modifications to this solicitation. Electronic Bid submittal is the vendor's agreement to be bound by the terms of all addenda issued.

Section 11

Agencies to be Served

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

KYTC – Department of Vehicle Regulation

Extending the Contract Use to Other

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 12

Solicitation Submission Requirements

Paper Bids are NOT acceptable for this RFB and shall be considered non-responsive. All electronic documents submitted in response to this RFB shall be submitted in Microsoft

Word, Microsoft Excel or PDF format ONLY.

Section 13

Method of Award

Best Value – Ranking Approach

The Commonwealth intends to award a contract to the vendor, whose offer, conforming to the solicitation, is the most advantageous on the basis of "best value" for all products, services, and requirements contained herein.

An evaluation committee, or a designated individual, will evaluate the information provided by the vendor in response to the established measurable criteria contained in the solicitation.

Measurable Criteria:	
Price	90 Points
Experience	10 Points
TOTAL POINTS 100 Points	

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.

A bidder shall submit one (1) response to a solicitation and shall not propose more than one (1) model/brand for each item listed in the solicitation, except for requested tier pricing. Multiple or alternate bids offering more than one (1) bid price in total or by line item shall be rejected.

Vendors responding with the minimum Best Value requirements in this solicitation shall not be credited with Best Value points. Vendors responding with greater than the minimum requirements shall receive Best Value points. Failure to provide adequate information will impact the evaluated points awarded to the vendor.

A. PRICE (90 points)

The bidder with the lowest Price receives the maximum score. The bidder with the next lowest Price receives points by dividing the lowest Price by the next lowest price and multiplying that percentage by the available points. For example, 90 points is allocated to the lowest Price criteria for this procurement, bidder "A" bids \$3.00 as the lowest bidder and receives the maximum 90 points ($\$3.00 / \$3.00 = 1.00 \times 90 = 90$). Assume bidder "B" is the next lowest bidder at \$4.00, then "B" receives 67.5 points ($\$3.00 / \$4.00 = .75 \times 90 = 67.5$).

B. EXPERIENCE (10 points)

The bidder shall clearly state the number of years of experience for this procurement.

Vendor should enter the number of years of experience in the Comments section of

their online bid.

Experience should only include experience within the United States.

The Commonwealth reserves the right to require documentation verifying number of years experience.

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

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

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

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

KRS 45A.492 Legislative declarations.

The General Assembly declares:

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

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

- (1) Prior to a contract being awarded to the lowest responsible and responsive bidder on a contract by a public agency, a resident bidder of the Commonwealth shall be given a preference against a nonresident bidder registered in any state that gives or requires a preference to bidders from that state. The preference shall be equal to the preference given or required by the state of the nonresident bidder.
- (2) A resident bidder is an individual, partnership, association, corporation, or other business entity that, on the date the contract is first advertised or announced as available for bidding:
 - (a) Is authorized to transact business in the Commonwealth; and
 - (b) Has for one (1) year prior to and through the date of the advertisement, filed Kentucky corporate income taxes, made payments to the Kentucky unemployment insurance fund established in KRS 341.490, and maintained a Kentucky workers' compensation policy in effect.
- (3) A nonresident bidder is an individual, partnership, association, corporation, or other business entity that does not meet the requirements of subsection (2) of this section.
- (4) If a procurement determination results in a tie between a resident bidder and a nonresident bidder, preference shall be given to the resident bidder.
- (5) This section shall apply to all contracts funded or controlled in whole or in part by a public agency.
- (6) The Finance and Administration Cabinet shall maintain a list of states that give to or require a preference for their own resident bidders, **including** details of the preference given to such bidders, to be used by public agencies in determining resident bidder preferences. The cabinet shall also promulgate administrative regulations in accordance with KRS Chapter 13A establishing the procedure by which the preferences required by this section shall be given.
- (7) The preference for resident bidders shall not be given if the preference conflicts with federal law.
- (8) Any public agency soliciting or advertising for bids for contracts shall make KRS 45A.490 to 45A.494 part of the solicitation or advertisement for bids.

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

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

Any individual, partnership, association, corporation, or other business entity claiming resident bidder status shall submit along with its response the attached Required Annual Affidavit for Bidders, Offerors, and

Contractors Claiming Resident Bidder Status, unless a valid, Annual Affidavit is already on file with the Commonwealth. The BIDDING AGENCY reserves the right to request documentation supporting a bidder's claim of resident bidder status. Failure to provide such documentation upon request shall result in disqualification of the bidder or contract termination.

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

Preferences for a Qualified Bidder or the Department of Corrections, Division of Prison Industries (KAR 200 5:410).

Pursuant to 200 KAR 5:410, and KRS 45A.470, Kentucky Correctional Industries will receive a preference equal to twenty (20) percent of the maximum points awarded to a bidder in a solicitation. In addition, the following "qualified bidders" will receive a preference equal to fifteen (15) percent of the maximum points awarded to a bidder in a solicitation: Kentucky Industries for the Blind, any nonprofit corporation that furthers the purposes of KRS Chapter 163 and any qualified nonprofit agencies for individuals with severe disabilities as defined in KRS 45A.465(3). Other than Kentucky Industries for the Blind, a bidder claiming "qualified bidder" status shall submit along with its response to the solicitation a notarized annual affidavit, which affirms that it meets the requirements to be considered a qualified bidder- annual affidavit form included. The annual affidavit form is not required if a valid, annual affidavit is already on file with the Commonwealth. If requested, failure to provide documentation to a public agency proving qualified bidder status may result in disqualification of the bidder or contract termination.

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

Section 14

Tax Exempt Status

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

Section 15

Basis of Price Revisions

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

- A: Price Increases: A price increase shall not occur during the first twelve (12) months of the contract. A vendor may request a price increase after twelve (12) months of the contract, which may be granted or denied by the Commonwealth. Any such price increase shall be based on industry wide price changes. The contract holder must request in writing a price increase at least thirty (30) days prior to the effective date, and shall provide firm proof that the price increase(s) is justified. The Office of Procurement Services may request additional information or justification. If the price increase is denied, the contract holder may withdraw from the contract without prejudice upon written notice and approval by the Office of Procurement Services. Provided, however, that the vendor must continue service, at the contract prices, until a new contract can be established (usually within sixty (60) days).

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

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

Section 16

Vendor Terms and Conditions

Solicitation or quotation forms that include terms and conditions not in conformity with the terms and conditions of this solicitation or the Statutes of the Commonwealth of Kentucky may be deemed non-responsive.

The Commonwealth of Kentucky shall not be bound by any part(s) of the bidder's response to this solicitation that contains information, options, conditions, terms, or prices neither requested nor required in the solicitation. In the event of any conflicts between the specifications, terms and conditions indicated by the Commonwealth and those indicated by the contractor, those of the Commonwealth take precedence. The contract supersedes all bids or other prior agreements, oral or written, and all other communications between the parties relating to this subject.

Section 17

Post Contract Agreements

The resulting contract shall constitute the entire agreement between the State and awarded contractor. Unless contractually provided, **State agencies utilizing this contract will not be required to enter into nor sign further agreements, leases, company orders or other documents to complete or initiate the terms of a contract resulting from this solicitation or offer.** Any such documents so obtained will be non-binding on the State and agents of the State and will be cause for breach of contract.

Section 18

Equipment

Unless otherwise indicated in the bid, it is understood and agreed that any item offered or shipped on this bid shall be new and the latest or current year model and be in first class condition. Any unit failing to meet the foregoing requirements shall be returned to the contractor, at their expense, and replaced with a new unit.

The Commonwealth recognizes the rapid advancement of technology. If the bidder can provide new equipment of advanced technology after the award of the contract, the Commonwealth and the bidder may choose by mutual agreement to install such equipment. The price of the new technology equipment cannot exceed the cost of the award contract.

Section 19

Quantity Basis of Contract – Estimated Quantities

Any and all quantities mentioned in this solicitation are purely estimates, and are not to be implied nor inferred as being guarantees. The State is obligated to buy only that quantity needed by its agencies during the term of the contract. Requirements may exceed the quantities shown and the contractor will be required to furnish all requirements shown on Delivery Orders dated during the life of the contract.

Section 20

Manuals and Distribution of Literature

Instruction and operating manuals shall be furnished for all equipment installed. Upon request, the vendor shall furnish State agencies and other public bodies with descriptive literature and service information for items awarded.

Section 21

Vendor's Report

The vendor(s) may be asked to furnish the buyer, Office of Procurement Services, a report showing volume which has been sold to the Commonwealth and its using agencies each six (6) months of the contract period. The report will include political subdivisions and university purchases. This report may be the vendor's computer printout sheet or form. This shall apply to all items, which are to become a part of this contract. This report must reference usage by brief description, product number or other format designated by the Office of Procurement Services.

Section 22

FOB Basis of Shipment – Vendor Responsible

Quotations of unit prices on this solicitation shall be **F.O.B. Destination Freight Prepaid and Allowed**. The vendor shall be fully responsible for all shipments and freight charges involved to the ordering agency.

Section 23

Cancellation Clause – 30 Days Notice

The Commonwealth may cancel the contract established from this solicitation by giving written notice thirty (30) days prior to effective cancellation date. In the event such action is taken, the contract shall be null and void upon receipt of a Modification from the Office of Procurement Services canceling the contract.

Section 24

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.

Section 25

Service Performance

All services performed under this contract, if applicable, shall be in accordance with the terms and provisions of the contract. It will be the agency's responsibility to ensure that

such services rendered are performed and are acceptable.

The relationship between the State and the Contractor is that of client and independent contractor. No agent, employee, or servant of the contractor or any of its subcontractors shall be or shall be deemed to be an employee, agent, or servant of the State for any reason. The contractor will be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this contract.

Major deviations of services performed will not be made without the written approval of the Office of Procurement Services. Problems that arise under any aspect of performance should first be resolved between the vendor and the agency. Either party should refer in writing any such problems and/or disagreements that cannot be resolved to the Office of Procurement Services for settlement.

Section 26

Addition or Deletion of Items or Services

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

Section 27

Agreement between Parties

By submitting a bid, the bidder acknowledges and agrees to be bound by the terms and conditions of the solicitation.

The bidder agrees that a resulting contract is the complete and exclusive statement of the agreement between the parties, which supersedes all prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this solicitation. It is further agreed between the parties, that any valid modification of contractual agreement must be formalized by issuance of a Contract Modification from the Office of Procurement Services.

Purchase or Sales Agreements, supplied by the bidder making an offer, in reply to the solicitation, will not be accepted. The only terms and conditions acceptable to the Commonwealth of Kentucky are as outlined in the solicitation. Bids not conforming will be considered as non-responsive.

Section 28

Governmental Restrictions

In the event any Governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship, or performance of the items offered on this proposal prior to delivery, it shall be the responsibility of the successful bidder to notify the Office of Procurement Services in writing, indicating the specific regulation which requires such alterations. The Commonwealth reserves the right to accept any such alterations, including any subsequent price adjustments, or to cancel the contract.

Section 29

Payments

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

Payments are predicated upon successful completion and acceptance of the described work, services, supplies, or commodities, and delivery of the required documentation. Invoices for payment shall be submitted to the agency contact person or its representative.

Section 30

Inspection

All supplies, equipment and services shall be subject to inspection or tests by the Commonwealth prior to acceptance. In the event supplies, equipment or services are defective in material or workmanship or otherwise not in conformity with specified requirements, the Commonwealth shall have the right to reject the items or services or require acceptable correction at the Vendor's expense.

Section 31

Inquiries

All questions shall be submitted in writing by June 3, 2026 at 10:00 AM ET, to the Commonwealth buyer listed below. No questions shall be accepted after the date(s) listed 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.

(SUBMIT QUESTIONS VIA E-MAIL TO THE COMMONWEALTH BUYER)

Sole Point of Contact – Commonwealth Buyer

The Commonwealth Buyer listed below 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:

Commonwealth Buyer
Stephanie Durr
COMMONWEALTH OF KENTUCKY
FINANCE AND ADMINISTRATION CABINET
Office of Procurement Services
200 MERO STREET, 5TH FLOOR
FRANKFORT KY 40622
(502) 564-6521
Stephanie.durr@ky.gov

Restrictions on Communications

From the issue date of this solicitation until a contractor(s) is selected and the selection is announced, offerors are not allowed to communicate with any Commonwealth Staff

concerning this solicitation except:

- The Commonwealth Buyer cited in this solicitation or
- Via written questions submitted to the Commonwealth Buyer

Potential bidders should clearly understand that any verbal representatives made or assumed to be made during any oral discussions held between representatives of potential bidders and any state employee or official are not binding on the Commonwealth of Kentucky.

For violation of this provision, the Commonwealth shall reserve the right to disqualify the bid/proposal.

Section 32 Subcontracts

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 33 Federal Tax Exempt Purchases by the Commonwealth of Kentucky

Contracts Direct With Manufacturer: In the event a manufacturer bids direct and is awarded a contract, the Office of Procurement Services shall request the contractor to furnish evidence of registration with the U.S. Internal Revenue Service. This registration shall be in accordance with the "Temporary Rules, 1958 Excise Tax Act". After such registration, individual Excise Tax Exemption Certificates are not necessary on each individual order issued against the contract by the Office of Procurement Services. Therefore, quoted prices must be exclusive of Federal Excise Taxes.

Contract With Other Than Manufacturer: If successful bidder is other than the manufacturer, the Office of Procurement Services will furnish a Tax Exemption Certificate with each individual order issued against this contract. Therefore, quoted prices must be exclusive of Federal Excise Taxes.

Section 34 Governing Law

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.

Section 35

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 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.

Section 36

Kentucky Tax Registration Application

Revenue Form 10A100, Kentucky Tax Registration Application effective July 2008, is a form to be completed by any person or entity wishing to contract with the Commonwealth to provide goods or services subject to sales and use tax pursuant to KRS 139.200. The form is located at the following link:

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

Section 37

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).

Section 38

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>

Section 39

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.

Section 40

Funding Limitations

If any or all responses received exceed the amount of funding available, then the

Finance and Administration Cabinet, Office of Procurement Services, reserves the right to cancel this RFB.

Section 41

Provisions for Termination of the Contract

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

Section 42

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.

Section 43

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.

Section 44

ALL PROVISIONS OF THIS SOLICITATION (RFB 758 2600000590) AND THE PROVISIONS OF FAP-110-10-00 SHALL BE PART OF ANY RESULTING MASTER AGREEMENT.

Section 45

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.

Section 46

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.

Section 47

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 47 (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. The Commonwealth, in the Request for Solicitation, may require higher limits depending on the type of solicitation.

B. Additional Types of Insurance

(*The Commonwealth reserves the right to require higher coverage amounts if needed based on the type of contract and associated risk)

1. Automobile Liability Insurance

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

Endorsement of Additional Insured. 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.”

A copy of the Endorsement of Additional Insured must be submitted with the Certificate of Insurance.

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, with an Additional Insured Endorsement.
- OPS reserves the right to request copies of all Subcontractor’s Certificate(s) of Insurance at any time.

Section 48

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 RFB Document