



Commonwealth of Kentucky
SOLICITATION

Modification: No Version #:

TITLE: GEAR UP Ky- SAT Platform		
Date Issued: 10/01/2026 Record Date: 09/20/2026	Solicitation Closes Date: 10/30/2026 Time: 13:00	Solicitation No: RFP 415 2700000032
Online Bidding Prohibited:	No	
For Information Call: Ashley Smither 502-892-3059	Bid Receiving Location: Council on Postsecondary Education Kara Couch 100 Airport Road, 2nd Floor Frankfort KY 40601	
Vendor Customer Number:		
Vendor Name:		
Phone Number:		
Fax Number:		
Email Address:		
Ordering Address: City, State, Zip: Contact Name: Contact Email: Contact Phone Number:	Payment Address: City, State, Zip: Contact Name: Contact Email: Contact Phone Number:	
Ownership Type Sole Proprietorship Partnership Corporation Other		

SIGNATURE OF AUTHORIZED AGENT IS REQUIRED UNLESS RESPONSE IS SUBMITTED ELECTRONICALLY. FAILURE TO SIGN SHALL RENDER THE BID INVALID.

Signature X_____ FEIN#_____ Date_____

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



Commonwealth of Kentucky SOLICITATION

Modification: No Version #:

Line Items

Commodity Group: Default

Line	CL Description	Quantity	UOM	Unit Cost	Line Total or Contract Amnt
------	----------------	----------	-----	-----------	-----------------------------

1	GEAR UP Ky- SAT Platform				
---	--------------------------	--	--	--	--

Comm Code	Comm Description	Manufacturer	Model #	Manuf Part #
-----------	------------------	--------------	---------	--------------

924	EDUCATIONAL/TRAINING SERVICES			
-----	-------------------------------	--	--	--

Extended Description

GUK is seeking a partner to provide a platform for SAT preparation and remediation, practice SAT testing, projected SAT scores, teacher professional development, and data collection for middle and high school students in its eight partner school districts in Kentucky, including the software platform and the trained professionals to provide in-person training opportunities for teachers and students in the upcoming 2026-27 school year. Per the GEAR UP Kentucky (GUK) federally approved grant proposal, GUK will provide these services for 7th grade students in nine participating middle schools (approximately 1250 students) and 11th grade students in 8 participating high schools (approximately 1250 students) and their associated teachers and school administrators.

Shipping Information

Council on Postsecondary Education

100 Airport Road, 2nd Floor

Frankfort KY 40601

Billing Information

Council on Postsecondary Education

100 Airport Road, 2nd Floor

Frankfort KY 40601



Commonwealth of Kentucky SOLICITATION

Modification: No

Version #:

Submission Checklist

The following items will be required to be submitted with bid:

Item

Transmittal Letter

Certificate of Authority-Registration with Secretary of State by a Foreign

Required Affidavit(s)

Proposed Technical Solution. Submit electronically by Closing Date & Time.

Proposed Cost Solution. Submit electronically by Closing Date & Time.

Oral Presentation if required

	Document Phase	Document Description	Page 4
2700000032	Final	GEAR UP Ky- SAT Platform	Total Pages: 43

Revised February 2026

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.

_____ **SIGNED AND COMPLETED SOLICITATION –Section(s) 8.00 and 8.10 of this RFP
(not required if submitting electronically)**

_____ ***PROPOSED SOLUTION (TECHNICAL) UNDER SEALED COVER AND BY
CLOSING DATE --Section(s) 8.00 and 8.10 of this RFP**

_____ ***PROPOSED SOLUTION (COST) UNDER SEALED COVER AND BY CLOSING
DATE -- Section(s) 8.00 and 8.10 of this RFP**

_____ TRANSMITTAL LETTER – Section 8.20 of this RFP

_____ PROOF OF REGISTRATION WITH SECRETARY OF STATE BY A FOREIGN
ENTITY -- Section 8.00 of the Personal Service Contract Terms and Conditions of this
RFP

_____ REQUIRED AFFIDAVIT(S) – Section 8.20 of this RFP

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

REQUEST FOR PROPOSAL
FOR
PERSONAL SERVICE CONTRACT

**Kentucky Council on Postsecondary Education
GEAR UP KY SAT Platform**

	Document Phase	Document Description	Page 5
2700000032	Final	GEAR UP Ky- SAT Platform	Total Pages: 43

RFP 415 2700000032

This document constitutes a Request for Proposals for a Personal Service Contract from qualified individuals and organizations to furnish those services as described herein for the Commonwealth of Kentucky, Council on Postsecondary Education (CPE) and its GEAR UP Kentucky Program.

Offerors are advised that any personal service contract resulting from this RFP must comply with all applicable provisions of KRS 45A and KRS 12.210 prior to becoming effective.

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 and filed with the Legislative Research Commission, Government Contract Review Committee.

1.00 Purpose and Background

In 2025, the Council on Postsecondary Education was awarded a seven-year GEAR UP state grant by the U.S. Department of Education to help Kentucky students in low-income communities prepare for and successfully transition to and through postsecondary education after high school. Through the GEAR UP Kentucky (GUK) grant, over 10,000 students across 8 school districts are provided a range of services related to postsecondary preparation, including academic supports to increase college readiness numbers.

The Commonwealth of Kentucky administers a standardized college readiness assessment to all high school juniors each year. In the 2025-26 school year, the SAT assessment was administered. However, the Kentucky Department of Education is currently soliciting proposals for a vendor to provide this assessment in spring of the 2026-27 school year and it is yet to be determined if the assessment will be the SAT or the ACT assessment. The outcome of that vendor selection will determine if GUK provides the requested platform and training for the SAT or the ACT assessment. Vendors are asked to address their capacity to support both the SAT and ACT assessments via the platform and training described in this proposal. For purposes of this RFP, responses should be submitted as if the SAT will be offered. However, each vendor responding to this RFP must certify that, should an alternative testing platform be selected by the Kentucky Department of Education, they will work with CPE to implement a platform that will conform to ACT testing guidelines noting any implementation deviations should ACT be chosen instead of the current SAT testing platform."

In addition to SAT scores being utilized across the state for college admission, assessment results are used as a determinant for scholarship awards and postsecondary readiness indicators. In order to ensure students and teachers with the most current resources regarding SAT preparation, GUK recognizes a need for a software platform that provides practice assessments and test preparation tools for students, as well as professional development for teachers beyond the scope of employed GUK staff.

2.00 Scope of Work

GUK is seeking a partner to provide a platform for SAT preparation and remediation, practice SAT testing, projected SAT scores, teacher professional development, and data collection for middle and high school students in its eight partner school districts in Kentucky, including the software platform and the trained professionals to provide in-person training opportunities

	Document Phase	Document Description	Page 6
2700000032	Final	GEAR UP Ky- SAT Platform	Total Pages: 43

for teachers and students.. Per the GEAR UP Kentucky (GUK) federally approved grant proposal, GUK will provide these services for participating GUK students in nine participating middle schools (approximately 1250 students) and 11th grade students in 8 participating high schools (approximately 1250 students) and their associated teachers and school administrators.

GUK seeks a vendor who can provide the following:

User-friendly platform to facilitate student assessment and remediation that provides:

1. SAT-aligned practice tests and quizzes for students that result in projected SAT scores.
2. Individualized and group remediation tools for students to improve scores to meet established college readiness benchmarks including, but not limited to:
 - a. Individualized online remediation practice tools for students (e.g. quizzes, videos, mini lessons, etc) with content recommended to individual students based on missed questions and learning gaps.
 - b. Instructional tools for teachers such as question banks, sample lesson plans and bell ringers aligned to SAT content areas.
3. Secure data collection on individual and group scores; trackable data analytics that allow teachers to see individual students' improvement over time.
4. Data dashboards that allow teachers and school administrators to analyze student results across classrooms and grade levels to inform targeted student remediation and classroom instruction.
5. Data and exportable reports aligned to GUK federally required reporting metrics to include at a minimum:
 - a. Individual student practice assessment participation and performance data available by school and grade level including date and duration of participation.
 - b. Individual student remediation participation data available by school and grade level including date and duration of participation.
 - c. Individual student participation in student SAT boot camps by school including date and duration of participation.
 - d. Individual staff participation in virtual platform training and teacher professional development workshops by school including date and duration.
 - e. Data on usage of platform by school personnel.

Virtual platform training for school staff and GUK program staff to become familiar with how to use all aspects of the platform.

Design and delivery of professional development workshops for middle and high school teachers focused on using student assessment and remediation data available in the platform to target student remediation and classroom instruction to address student learning gaps. Workshops are to be delivered in-person in each of the eight districts by vendor.

Design and delivery of in-person SAT boot camps to all 11th grade students in all 8 GUK high schools to teach test-taking strategies and help students understand test content, structure and college readiness standards.

The selected partner will:

	Document Phase	Document Description	Page 7
2700000032	Final	GEAR UP Ky- SAT Platform	Total Pages: 43

1. Provide access to the platform for all participating GUK students, school staff and program staff in participating middle and high schools (16 total schools).
2. Provide agenda for virtual platform orientation and training to GUK staff for feedback prior to training delivery; work with GUK staff to schedule at least three trainings to be offered to participating schools to allow for maximum participation.
3. Provide curricula for teacher professional development workshops to GUK staff for feedback prior to workshop delivery.
4. Provide curricula for student SAT boot camps to GUK staff for feedback prior to workshop delivery and work with individual high schools to schedule workshops.
4. Provide GUK staff and school personnel access to real-time data dashboards and exportable reports outlining assessment participation, performance and remediation tools utilized
5. Allow GUK staff administrator access to the provided platform to view and export all student scores and records for all participating schools (program-wide reports for all schools in addition to individual school reports).
6. Provide in-kind match to GUK as required by all statewide grant partners; GUK is a 100% cost-sharing grant and must match all federal grant funds on a 1:1 basis. Matching contributions may be in the form of in-kind contributions such as professional development costs discounted for GUK from market rate, in-kind staff time or travel, additional student or teacher materials or platform add-on tools provided at no or reduced cost, or other expenses that directly and exclusively support services provided under this Agreement for the GEAR UP Kentucky program. Specific amount for cost-sharing should be specified in the cost proposal provided by the vendor. Documentation of matching contributions will be submitted by September 30 each year using GUK-provided templates. All proposals are asked to provide a minimum of 50% match.

Timeline:

2026-27 Implementation Timeline

1. Because the Kentucky Department of Education has not yet finalized the vendor and college readiness assessment that will be administered statewide to 11th-grade students beginning in the 2026-27 school year, the implementation timeline for this project is currently unknown. The selected vendor should be prepared to work collaboratively with GUK to establish an implementation schedule following KDE's final assessment decision. Proposed timelines included elsewhere in this RFP represent anticipated targets only and may be adjusted based on the statewide assessment selection and implementation timeline. **For purposes of this RFP, all implementation activities are described assuming continued statewide administration of the SAT, consistent with the assumptions outlined in Section 1.00. Should KDE select an alternative assessment, the selected vendor will work collaboratively with GUK to modify implementation accordingly.**
2. The selected vendor shall begin implementation and platform integration following execution of the contract and upon notification from GUK that the statewide assessment decision has been finalized.
3. Specific implementation milestones, including platform deployment, virtual platform training, teacher professional development workshops and student SAT boot camps, will be established collaboratively between GUK and the selected vendor.
4. Vendors should demonstrate the capacity to implement services within an expedited timeline should the statewide assessment decision be delayed.

Standard Annual Implementation Timeline (Subsequent School Years)

	Document Phase	Document Description	Page 8
2700000032	Final	GEAR UP Ky- SAT Platform	Total Pages: 43

5. Beginning with the first full implementation year following the statewide assessment decision, GUK anticipates the following annual implementation cycle:
6. The SAT assessment and remediation platform shall be fully operational and available to participating students, teachers and GUK staff at the beginning of each school year and remain accessible throughout the school year.
7. Virtual platform orientation and training for participating school staff and GUK staff shall be completed during August and September of each school year.
8. In-person SAT boot camps for participating 11th-grade students shall be delivered locally in each participating high school between September and February. Workshops shall be scheduled collaboratively with individual high schools and completed **no later than March 1** to support student preparation prior to the statewide SAT administration.
9. Teacher professional development workshops shall be delivered throughout the school year and completed no later than the end of each school year.

3.00 Evaluation Criteria

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

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

Technical Proposal Evaluation

Criteria	Maximum Points Possible
Mandatory Requirement 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. PROPOSALS THAT DO NOT MEET MANDATORY REQUIREMENTS WILL BE DEEMED NON-RESPONSIVE AND WILL NOT BE CONSIDERED. Vendor shall include Transmittal Letter with statements, Certificate of Authority Registration with Secretary of State, Required Affidavits. Vendor must include a statement in the Transmittal Letter certifying that should an alternative testing platform be selected by the Kentucky Department	Pass/Fail

	Document Phase	Document Description	Page 9
2700000032	Final	GEAR UP Ky- SAT Platform	Total Pages: 43

of Education, they will work with CPE to implement a platform that will conform to ACT testing guidelines, noting any implementation deviations should ACT be chosen instead of the current SAT testing platform	
User-friendly software platform: Describe in detail the software platform including how it works from both the student participant, teacher, and GUK staff user experiences. Include descriptions of student practice assessments, individualized remediation tools, and teaching resources and explain how users access technical support related to platform use questions or performance issues. Platform must meet all requirements listed under section 2, scope of work. Describe how vendor will work with schools to onboard users and local data into the platform. (Max of 200 points)	200
Data analytics and reporting: Describe in detail available data analytics and reports within the platform, how data reports can be exported from the system, and how data will be kept secure and FERPA compliant, including use of multi-factor authentication requirements for data access by users. (Max of 200 points)	200
Professional development and training: Describe the curricula for the in-person professional development that will be provided to teachers, as well as any virtual professional development resources that will be made available to participating district staff. (Max of 125 points)	125
Student SAT preparation workshops: Describe capacity to provide in-person student SAT boot camps including any workshop materials that will be provided to student participants, how the respondent will work with GUK staff to provide input on workshop curricula and how in-person student SAT bootcamps will be coordinated across the eight GUK school districts and participation data will be collected and provided back to CPE. (Max of 125 points)	125
Program implementation timeline and organizational capacity: Describe ability and organizational capacity to successfully implement all components of the Scope of Work within the	75

	Document Phase	Document Description	Page 10
2700000032	Final	GEAR UP Ky- SAT Platform	Total Pages: 43

required timeline. The proposal should include an implementation plan outlining key milestones, staffing resources, onboarding processes for participating schools, platform deployment, training delivery, professional development workshops, student boot camps, and ongoing support. Vendors should also describe experience implementing similar projects at comparable scale, project management structures, contingency plans to address delays or challenges, and evidence of sufficient and experienced staffing and operational capacity to ensure all services are delivered on schedule across all participating districts. <i>(Max of 75 points)</i>	
Experience and evidence of impact: List all relative experience, including any history of working with GEAR UP or other college access and success programs and/or Kentucky schools. Include detail description of data that demonstrates previous success/impact on student postsecondary readiness/college admission benchmark scores. <i>(Max of 75 points)</i>	75
Maximum Points Possible	800

Cost Proposal Evaluation

Criteria	Maximum Points Possible
Proposed Cost – Must be submitted separately and on the required cost proposal form. Attachment A. Vendor should include a per-participant cost where possible.	100
Proposed Cost Sharing - Must include vendor commitment to provide cost sharing as described in section 2 scope of work, including a proposed amount of cost sharing and the nature of the contributions.	100
Maximum Points Possible	200

Oral Demonstration/Presentation Evaluation, if required

Criteria	Maximum Points Possible
----------	-------------------------

	Document Phase	Document Description	Page 11
2700000032	Final	GEAR UP Ky- SAT Platform	Total Pages: 43

Oral Demonstration/Presentation	100
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 videoconferencing or by conference call, if it is in the best interest of the Commonwealth to do so. 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.	
If required, the top 2 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	
Maximum Points Possible	100

Total Proposal Evaluation

Criteria	Maximum Points Possible
Technical Proposal	800
Cost Proposal	200
Oral Demonstrations/Presentations, if required	100
MAXIMUM POINTS POSSIBLE	1,100

4.00 Schedule of RFP Activities

The following schedule presents the major activities associated with the RFP distribution, written questions and proposal submission. The Commonwealth reserves the right at its sole discretion to change the Schedule of Activities, including the associated dates and times.

Release of RFP	Thursday, October 1, 2026
Written Questions due by:	Thursday, October 15, 2026
Anticipated Commonwealth Response to Written Questions	Thursday, October 22, 2026
Offeror's Conference	None
Anticipated Commonwealth Response to Vendor Conference Written Questions	None

	Document Phase	Document Description	Page 12
2700000032	Final	GEAR UP Ky- SAT Platform	Total Pages: 43

Proposals Due by: 1pm EST	Friday, October 30, 2026
*NOTE: ALL TIME REFERENCES ARE TO THE EASTERN TIME ZONE.	

section 4 – Commonwealth office of technology (cot) requirements

4.1 Hosting

The Commonwealth is seeking a vendor who can provide a solution per the RFP requirements. The Vendor can use servers stood up by COT to house the solution or the vendor may propose a cloud-hosted solution. If the vendor is proposing a cloud solution, the Commonwealth prefers the proposed cloud solution to be hosted on an established Commonwealth Office of Technology (COT) managed cloud tenant. If a COT managed cloud tenant is not proposed, the vendor shall propose a commercial Federal Risk and Authorization Management Program (FedRAMP) - certified or HITRUST/HIPAA Cloud platforms. The proposed solution must accommodate COT oversight that includes an isolated tenant, cloud network access (peering connection) and monitoring solutions.

The Commonwealth reserves the right to host any proposed solution, at any time, if deemed in the best interest of the Commonwealth.

If vendor is using any type of Artificial Intelligence (AI) please indicate this in the RFP response.

Vendor shall comply with Section 10.31 regarding Artificial Intelligence

4.2 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.

	Document Phase	Document Description	Page 13
2700000032	Final	GEAR UP Ky- SAT Platform	Total Pages: 43

4.3 Compliance with Kentucky Information Technology Standards (KITS)

A. The Kentucky Information Technology Standards (KITS) reflect a set of principles for information, technology, applications, and organization. These standards provide guidelines, policies, directional statements and sets of standards for information technology. It defines, for the Commonwealth, functional and information needs so that technology choices can be made based on business objectives and service delivery. The vendor shall stay knowledgeable and shall provide a solution that works in concert with these standards for all related work resulting from this RFP.
<https://technology.ky.gov/about-the-agency/Pages/kits.aspx>

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

4.4 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 ISO AICPA TSP section 100, Trust Services Principles and Criteria. The vendor must annually assert compliance and engage a third-party certification registrar to examine such assertions and controls to provide a Report, such as ISO 9000, ISO 14001, 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.

4.5 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.

4.6 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

	Document Phase	Document Description	Page 14
2700000032	Final	GEAR UP Ky- SAT Platform	Total Pages: 43

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.

4.7 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 from vendor's network and at rest while stored on vendor's laptops or other portable media devices.**

4.8 EU GDPR Compliance

The Commonwealth of Kentucky requires all vendor contracts to comply to the extent applicable 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 vendor 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 vendor 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 compliant data privacy compliance policy/program, a summary 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. Additionally, the vendor may be found liable to the Commonwealth for damages arising from any violation of applicable requirements of GDPR by the vendor in its performance of the services hereunder.

4.9 Data Quality

	Document Phase	Document Description	Page 15
2700000032	Final	GEAR UP Ky- SAT Platform	Total Pages: 43

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.

4.10 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.

4.1 Software Version Requirements

All commercially supported and Commonwealth approved software components such as Operating system (OS), Database software, Application software, Web Server software, Middle Tier software, and other ancillary software must be kept current. In the event that a patch interferes with the solution, the vendor must present a plan for compliance to the Commonwealth outlining the constraints and an appropriate plan of action to bring the solution in to compliance to allow this patch to be applied in the shortest timeframe possible, not to exceed three (3) months, unless otherwise negotiated with the Commonwealth.

4.12 No Surreptitious Code Warranty

	Document Phase	Document Description	Page 16
2700000032	Final	GEAR UP Ky- SAT Platform	Total Pages: 43

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

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

As used in this contract, "Unauthorized Code" means any malware 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, vendor 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.

4.13 Network Connection Requirements

- A. Vendor shall work with COT 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 the Agency from COT.
- B. Vendor shall, at COT'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.
- C. Vendor should provide notifications to the Commonwealth Service Desk for unplanned outages within fifteen (15) minutes.
- D. Vendor shall notify COT Change Management, through the Commonwealth Services Desk, a minimum of two (2) business days prior to any planned outage.

	Document Phase	Document Description	Page 17
2700000032	Final	GEAR UP Ky- SAT Platform	Total Pages: 43

- E. Vendor, in conjunction with the agency, shall provide a Business Impact Assessment (BIA) to appropriately classify all data before production/go-live.
- F. Vendor shall include a Web Application Firewall when application houses any data classified as sensitive or higher as defined in KITS standards.
- G. Vendor shall provide Recovery Time Objective (RTO) and Recovery Point Objective (RPO) services. Vendor shall provide those services to achieve those SLAs.

4.14 OS Requirements

- A. Non-On Prem Solutions
 - 1. No Commonwealth data shall be co-mingled with another entity, without the prior approval of the Commonwealth.
 - 2. Vendor shall provide a solution to move data to the Commonwealth, if required by the Commonwealth.
 - a. At the end of the contract, the vendor shall provide all agency data in a useable standard data format (such as ascii, csv, etc.) that can be converted to a subsequent system. The vendor shall cooperate to this end with the agency and/or a vendor of the agency's choice, in a timely and efficient manner.
 - b. Vendor shall address the destruction of Commonwealth data as defined in CIO-092 and provide a certification of the complete and permanent deletion the Commonwealth data.
- B. Infrastructure as a Service
 - 1. Vendor shall work with the agency and COT to establish all administrative personnel engagements.
 - 2. Vendor shall meet certification requirements for classification of data being stored.
 - 3. Vendor shall, at COT's request, provide appropriate access to enable the Commonwealth to perform additional security measures in compliance with Commonwealth Enterprise Policies, Standards, and/or any Federal or State requirements.
 - 4. Vendor shall provide an Exit Strategy, to move all data to the Commonwealth Data Center, if required by the Commonwealth.

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.

4.15 Project Governance

Vendor shall work with the agency and appropriate COT offices, when needed, in the cases of data governance, security aspects, hosting, integration, etc., provided that such work does not expand the scope of the services as described in this RFP absent a corresponding change order agreed to by the parties reflecting such expansion.

4.16 Monitoring Requirements for On Premise and Cloud (SaaS)

	Document Phase	Document Description	Page 18
2700000032	Final	GEAR UP Ky- SAT Platform	Total Pages: 43

Vendor shall work with the agency and COT to establish a monitoring solution. Vendors shall provide a view into their environment either by providing a COT and agency approved comprehensive dashboard or allow COT to install their KITS compliant infrastructure and application monitoring solution; to include but not limited to performance and availability. For a Cloud solution, Vendor is expected to provide a monitoring solution.

4.17 Application and Service Requirements

Current Enterprise Applications and Services

1. COT provides a number of Enterprise Shared Services to State agencies. Vendor shall use published IT Applications and Services provided on KITS for: Enterprise Service Bus, Enterprise Content Management, Data Warehousing, Data Analytics and Reporting, Business Intelligence, Web Services, GIS, unless explicitly approved by COT.
2. Vendor provided dedicated application components (i.e., Application Servers, Databases, etc.) shall comply with KITS or if the technology is not included in KITS, the technology must be accepted by the Commonwealth for inclusion in KITS or granted a written exception to KITS according to COT Information Technology Standards Policy currently CIO-051.
3. Vendor applications must describe in detail all available features and functionality accessible via APIs.
4. All business applications must support the ability to use modern authentication for authentication and authorization. Modern authentication technologies would include SAML 2.0, WSFED, OAuth, or OpenID Connect.

4.18 Project Management Requirements

The COT Division of Governance and Strategy (COT-DGS) is responsible for overseeing large and complex technology projects throughout the Commonwealth. The vendor shall adhere to Project Management standards and reporting requirements established by COT-DGS, which are posted at <https://technology.ky.gov/services-and-support/Pages/About-the-Project-Management-Branch.aspx>. These include, but are not limited to, having a documented project schedule, risk management, issue management and reporting project status to the CIO monthly in the format defined by COT-DGS. In addition to the project management standards required by COT-DGS, agency specific requirements may be defined in this RFP.

4.19 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

	Document Phase	Document Description	Page 19
2700000032	Final	GEAR UP Ky- SAT Platform	Total Pages: 43

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

	Document Phase	Document Description	Page 20
2700000032	Final	GEAR UP Ky- SAT Platform	Total Pages: 43

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.

4.20 IRS Publication 1075 -Exhibit 7 Safeguarding Contract Language

[Publication 1075 \(Rev. 11-2021\) \(irs.gov\)](https://www.irs.gov/publications/p1075)

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.

	Document Phase	Document Description	Page 21
2700000032	Final	GEAR UP Ky- SAT Platform	Total Pages: 43

(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

	Document Phase	Document Description	Page 22
2700000032	Final	GEAR UP Ky- SAT Platform	Total Pages: 43

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.

	Document Phase	Document Description	Page 23
2700000032	Final	GEAR UP Ky- SAT Platform	Total Pages: 43

4.21 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.

	Document Phase	Document Description	Page 24
2700000032	Final	GEAR UP Ky- SAT Platform	Total Pages: 43

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>

5.00 Offeror's Conference

Not Applicable

6.00 Point of Contact

The Agency Contact named below shall be the sole point of contact throughout the procurement process. All communications, oral and written (regular mail, express mail or electronic mail), concerning this procurement shall be addressed to:

Ashley Smither
Council on Postsecondary Education
100 Airport Road, 2nd Floor
Frankfort, KY 40601
Ashley.Smither@ky.gov

From the issue date of this RFP until a Contractor(s) is selected and the selection is announced, Offerors shall not communicate with any other Commonwealth staff concerning this RFP.

7.00 Questions Regarding this RFP

Questions must be submitted in writing to the Agency Contact. The Commonwealth will respond to salient questions in writing by issuing an Addendum to the Solicitation. The Addendum shall be posted to the Commonwealth's eProcurement page.

8.00 Proposal Submission

Electronic Proposals

Proposals shall be received by electronic submission in the eProcurement system, Kentucky Vendor Self Service 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

	Document Phase	Document Description	Page 25
2700000032	Final	GEAR UP Ky- SAT Platform	Total Pages: 43

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.

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. Instructions “How to Submit an Online Response for a Business Opportunity” are posted to Kentucky’s Vendor Self Service, <https://vss.ky.gov>. 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 shall 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 signature.

Acknowledgment of Addenda

It is the vendor's responsibility to check the web site for any modifications to this solicitation. Vendors are encouraged to acknowledge each addendum by signing and submitting the latest addendum with their response. However, signing the face of the solicitation as indicated above constitutes the vendor’s acknowledgement of and agreement to be bound by the terms of all addenda issued.

Failure to specifically acknowledge addenda 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.

All submitted technical and cost proposals shall remain valid for a minimum of six (6) months after the proposal due date.

8.10 Format of Response

Electronic Proposals

Proposals shall be submitted in **three (3) parts: the Technical Proposal, the Cost Proposal, and Proprietary Information. Each part shall consist of one document. Do not submit multiple documents as Technical, Cost or Proprietary.**

	Document Phase	Document Description	Page 26
2700000032	Final	GEAR UP Ky- SAT Platform	Total Pages: 43

1. Proposals must be submitted electronically in the eProcurement System, Kentucky Vendor Self Service site.

- a. The **Technical Proposal** shall 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 number**
- b. The **Cost Proposal** shall be submitted on one (1) document marked **Cost** (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 number**
- 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 number**

Proposal shall be submitted to the Agency Contact. The outside cover of the package containing the technical proposal shall be marked:

GEAR UP KY SAT Platform
RFP 415 2700000032
 TECHNICAL PROPOSAL

Name of Offeror

The outside cover of the package containing the cost proposal shall be marked:

GEAR UP KY SAT Platform
RFP 415 2700000032
 COST PROPOSAL

Name of Offeror

If applicable, the outside cover of the package containing the proprietary shall be marked:

GEAR UP KY SAT Platform
RFP 415 2700000032
 PROPRIETARY PROPOSAL

Name of Offeror

All proposals must be received no later than **1pm on Friday, October 30, 2026.**

	Document Phase	Document Description	Page 27
2700000032	Final	GEAR UP Ky- SAT Platform	Total Pages: 43

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.

8.20 Format of Technical Proposal

The Technical Proposal must be arranged and labeled in the manner set forth below.

Transmittal Letter – a Transmittal letter shall be submitted on Offeror's letterhead and signed by an agent authorized to bind the Offeror. The Transmittal letter shall include the following:

a.	A statement that deviations are included, if applicable.
b.	A statement that proprietary information is included, if applicable.
c.	A statement that, if awarded a contract as a result of this Solicitation, the Offeror shall comply in full with all the requirements of the Kentucky Civil Rights Act, and shall submit all data required by KRS 45.560 to 45.640.
d.	A sworn statement that, pursuant to KRS 11A.040, that Offeror has not knowingly violated any provisions of the Executive Branch Code of Ethics.
e.	A statement certifying that the price in this proposal was 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.
f.	A statement certifying that should the ACT testing platform be selected by the Kentucky Department of Education, the vendor will work with CPE to implement the platform at a cost not to exceed the cost included in the submitted cost proposal. The statement should include any deviations from the implementation plan included in the technical proposal. <u>CPE will not require the selected vendor to implement a plan for more than one assessment.</u>
g.	A statement affirming that the Offeror is properly authorized under the laws of the Commonwealth of Kentucky to conduct business in this state and will remain in good standing with the Office of the Kentucky Secretary of State for the duration of any awarded contract resulting from this Solicitation.
h.	The name, address, telephone number and email address and website address, if available, of the contract person to serve as a point of contact for day-to-day operations.
i.	Subcontractor information to include the name of the company, address, telephone number and contact name, if applicable.
j.	Foreign entity's organization number issued by the Secretary of State in a certificate of authority or a statement of foreign qualification, if applicable.

Completed and Signed Solicitation and Addenda – An authorized representative **MUST** complete and sign the Solicitation form and include the following:

- a. "Vendor" box and "Payment" box should be completed.

	Document Phase	Document Description	Page 28
2700000032	Final	GEAR UP Ky- SAT Platform	Total Pages: 43

- b. Vendor shall indicate ownership type.
- c. Vendor shall provide “FEIN” if applicable.
- d. Vendor shall provide date the form is completed and signed.
- e. Signed face of the most recent Addenda, if applicable.

Signed and Notarized Required Affidavit for Bidders or Offerors - available at the following link:

<https://finance.ky.gov/office-of-the-secretary/Pages/finance-forms.aspx>.

Signed and Notarized Required Affidavit for Bidders, Offerors and Contractors Claiming Resident Bidder Status – if applicable. Available at the following link:

<https://finance.ky.gov/office-of-the-secretary/Pages/finance-forms.aspx>.

*Offerors not claiming Resident Bidder Status need not submit this affidavit.

Signed and Notarized Required Affidavit for Bidders, Offerors and Contractors Claiming Qualified Bidder Status – if applicable. Available at the following link:

<https://finance.ky.gov/office-of-the-secretary/Pages/finance-forms.aspx>.

*Offerors not claiming Qualified Bidder Status need not submit this affidavit.

Response to the Technical Portion of the RFP – Please provide a detailed response to the technical requirements outlined in the Evaluation Criteria. No cost information shall be provided in the technical portion.

8.30 Format of Cost Proposal

The Cost Proposal must be submitted under separate cover from the Technical Proposal and must be arranged and labeled in the manner specified. The proposal with the lowest price receives the maximum score. The remaining proposals 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.

8.40 Certification Regarding Debarment and Suspension

In accordance with Federal Acquisition Regulation 52.209-5, the Offeror shall certify, by signing the Solicitation, that to the best of its knowledge and belief, the Offeror 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.

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

9.00 Rules of Procurement

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

Offerors should review and comply with the General Conditions and Instructions for Solicitation/ Contract listed under “Response to Solicitation” located on the eProcurement web page at

	Document Phase	Document Description	Page 29
2700000032	Final	GEAR UP Ky- SAT Platform	Total Pages: 43

<https://finance.ky.gov/eProcurement/Pages/doing-business-with-the-commonwealth.aspx>

The procurement process will provide for the evaluation of proposals and selection of the winning 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.

9.10 Technical Proposal Evaluation

The CPE will evaluate the proposal based on the technical portion of the Evaluation Criteria. Each Offeror 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 Offeror. Past Offeror Performance may be considered in the award of this Contract. Offerors with a record of poor performance in the last twelve (12) months may be found non-responsive and ineligible for award.

9.20 Cost Proposal Evaluation

The CPE will evaluate the proposal based on the cost portion of the Evaluation Criteria.

Offeror shall only provide cost on the attached Cost Proposal Form; otherwise, the proposal may be deemed non-responsive.

9.30 Right to Reject/Waiver of Minor Irregularities

The Commonwealth reserves the right at its discretion to reject any and all offers. The Commonwealth also reserves the right at its discretion to waive informalities and minor irregularities in offers received.

9.40 Clarification of Proposals

The Commonwealth reserves the right at its discretion to request additional information as may reasonably be required for selection and to reject any proposals for failure to provide additional information on a timely basis.

The Commonwealth reserves the right to conduct discussions with any Offeror who has submitted a proposal to determine the Offeror's qualifications for further consideration. Such discussions shall not disclose any information derived from proposals submitted by other Offerors.

9.50 Best and Final Offers

The Commonwealth reserves the right at its discretion to request a Best and Final Offer (BAFO) for technical and/or cost proposals. Offerors are cautioned to propose their best possible offers at the outset of the process, as there is no guarantee that any Offeror will be allowed an opportunity to submit a Best and Final technical and/or cost offer.

9.60 Vendor Response and Public Inspection

This RFP specifies the format, required information and general content of proposals to be submitted in response to the RFP. The CPE shall not disclose any portions of the proposals prior to contract award to anyone outside the CPE, representatives of the agency for whose benefit the contract is proposed, representatives of the federal government, if required, and the members of the evaluation committee. 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 Offerors in response to this RFP as a matter of public record.

	Document Phase	Document Description	Page 30
2700000032	Final	GEAR UP Ky- SAT Platform	Total Pages: 43

Any and all documents submitted by an Offeror in response to the RP shall be available for public inspection after contract award pursuant to the Kentucky Open Records Act, KRS 61.870 to 61.884 (“the Act”). When responding to a request to inspect records submitted in response to this RFP, the Commonwealth will not redact or withhold any information or documents unless the records sought are exempt from disclosure pursuant to KRS 61.878 or other applicable law. Similarly, no such documents shall be exempt from public disclosure, regardless of the Offeror’s designation of the information contained therein as “proprietary,” “confidential,” or otherwise, except in cases where the requested documents (or information contained therein) would be excluded from application of the Act under KRS 61.878(1)(c).

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

9.70 Reciprocal Preference for Kentucky Resident Bidders and Preferences for a Qualified Bidder

The 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).

Vendors not claiming resident bidder or qualified bidder status need not submit the corresponding affidavit.

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 the attached Required Affidavit for Bidders, Offerors and Contractors Claiming Resident Bidder Status as part of its response. The CPE 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.

As part of its response, a nonresident bidder shall submit its certificate of authority to transact business in 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 Qualified Bidder or the Department of Corrections, Division of Prison Industries (200 KAR 5:410)

Pursuant to KRS 45A.470 and 200 KAR 5:410, 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. New Vision Industries, Inc., 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). Any bidder claiming “qualified bidder” status, other than New Vision Industries, Inc., shall submit a notarized affidavit affirming that it meets the requirements to be considered a qualified bidder as part of its response to the solicitation (affidavit form included as part of this RFP). If requested,

	Document Phase	Document Description	Page 31
2700000032	Final	GEAR UP Ky- SAT Platform	Total Pages: 43

failure to provide documentation proving qualified bidder status to a public agency, if requested, may result in disqualification of the bidder or contract termination.

9.80 Negotiation

After conducting the evaluation to determine the best proposal received, the CPE reserves the right to negotiate a fair and reasonable compensation based on the pricing submitted in the Offeror's proposal. If the negotiations fail to reach an agreement on a fair and reasonable compensation rate, the CPE reserves the right to proceed to the next highest ranked proposal. Other terms and conditions relating to the technical and/or cost proposals may be negotiated at the sole discretion of the Commonwealth.

9.85 Best Interests of the Commonwealth

The Commonwealth will rank all proposals in the manner set forth in the Evaluation Criteria. However, the Commonwealth reserves the right to reject any or all proposals in whole or in part before, during, or after negotiation based on the best interests of the Commonwealth.

CONTRACT AWARD, TERMS, AND CONDITIONS

10.00 Notification of Award

To view the award of contract(s), including the contractor(s) receiving the award(s) for this solicitation, access the Kentucky Vendor Self Service Site at:

<https://vss.ky.gov>

Offerors can search for the solicitation title or number in the keyword search field or filter their search for only awarded solicitations by clicking on "Advanced Search" and changing the status to "awarded." The award(s) information can be accessed by clicking on the details button of the solicitation and clicking the "Notice of Award" tab. It is the Offeror's responsibility to review this information in a timely fashion. No other notification of the results of an Award of Contract will be provided to unsuccessful Offerors.

10.10 Beginning of Work

This Contract is not effective and binding until approved by the Secretary of the Finance and Administration Cabinet and filed with the Legislative Research Commission's Government Contract Review Committee. The Contractor shall not commence any billable work until a valid Contract has been fully executed. This Contract, including the components referenced in Section 10.20, shall represent the entire agreement between the parties. 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.

10.20 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, shall create a valid contract between the Parties consisting of the following:

	Document Phase	Document Description	Page 32
2700000032	Final	GEAR UP Ky- SAT Platform	Total Pages: 43

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.

10.30 Contract Term and Renewal Option

The initial term of the Contract is anticipated to be from December 1, 2026 through September 30, 2028.

This agreement is not effective until the Secretary of the Finance and Administration Cabinet or his authorized designee has approved the Contract and until the Contract has been filed with the Legislative Research Commission, Government Contract Review Committee.

The Commonwealth reserves the right to renew this contract for up to two (2) additional two (2) year periods.

Renewal shall be subject to prior approval from the Secretary of the Finance and Administration Cabinet, or this authorized designee, and the LRC Government Contract Review Committee in accordance with KRS 45A.695 and KRS 45A.705.

10.40 Changes and Modifications to the Contract

Pursuant to 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 by the CPE prior to the effective date of such modification or change. Modification shall be subject to prior approval from the Secretary of the Finance and Administration Cabinet, or this authorized designee, and the LRC Government Contract Review Committee. Memoranda of Understanding, written clarification, and/or other correspondence shall not be construed as amendments to the Contract.

10.50 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 part C of this section 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

	Document Phase	Document Description	Page 33
2700000032	Final	GEAR UP Ky- SAT Platform	Total Pages: 43

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 (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.

2. Professional Liability Insurance (If Applicable)

Professional Liability (Error & Omissions) Insurance shall be required for all professional services performed by licensed or certificated individuals or individuals working on behalf of licensed or certificated individuals. The required Professional Liability Insurance shall have a minimum limit of liability of \$1,000,000.00 per claim for damages arising out of negligent acts, errors, and/or omissions in the performance of services.

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

	Document Phase	Document Description	Page 34
2700000032	Final	GEAR UP Ky- SAT Platform	Total Pages: 43

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:

Council on Postsecondary Education

100 Airport Road, 2nd Floor

Frankfort, KY 40601

Attn: Administrative Services

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

	Document Phase	Document Description	Page 35
2700000032	Final	GEAR UP Ky- SAT Platform	Total Pages: 43

insurance requirements of the Primary Contractor defined in this contract, with an Additional Insured Endorsement.

- # Procuring Agency reserves the right to request copies of all Subcontractor's Certificate(s) of Insurance at any time.

10.60 Notices

Unless otherwise instructed, all notices, consents, and other communications required and/or permitted by the Contract shall be in writing. After the award of the Contract, all communications of a contractual or legal nature are to be made to the Agency Contact.

	Document Phase	Document Description	Page 36
2700000032	Final	GEAR UP Ky- SAT Platform	Total Pages: 43

Personal Service Contract Standard Terms and Conditions Revised July 2026

Whereas, the first party, the state agency, has concluded that either state personnel are not available to perform said function, or it would not be feasible to utilize state personnel to perform said function; and

Whereas, the second party, the Contractor, is available and qualified to perform such function; and

Whereas, for the abovementioned reasons, the state agency desires to avail itself of the services of the second party;

NOW THEREFORE, the following terms and conditions are applicable to this contract:

1.00 Effective Date

This contract is not effective until the Secretary of the Finance and Administration Cabinet or his authorized designee has approved the contract and until the contract has been submitted to the Legislative Research Commission, Government Contract Review Committee ("LRC"). However, in accordance with KRS 45A.700, contracts in aggregate amounts of \$10,000 or less are exempt from review by the committee and need only be filed with the committee within 30 days of their effective date for informational purposes.

KRS 45A.695(7) provides that payments on personal service contracts and memoranda of agreement shall not be authorized for services rendered after government contract review committee disapproval, unless the decision of the committee is overridden by the Secretary of the Finance and Administration Cabinet or agency head if the agency has been granted delegation authority by the Secretary.

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.

2.00 Renewals

Upon expiration of the initial term, the contract may be renewed in accordance with the terms and conditions in the original solicitation. Renewal shall be subject to prior approval from the Secretary of the Finance and Administration Cabinet or his authorized designee and the LRC Government Contract Review Committee in accordance with KRS 45A.695 and KRS 45A.705, and contingent upon available funding.

3.00 LRC Policies

Pursuant to KRS 45A.725, LRC has established policies which govern rates payable for certain professional services. These are located on the LRC webpage <https://apps.legislature.ky.gov/moreinfo/Contracts/homepage.html> and would impact any contract established under KRS 45A.690 et seq., where applicable.

4.00 Choice of Law and Forum

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

	Document Phase	Document Description	Page 37
2700000032	Final	GEAR UP Ky- SAT Platform	Total Pages: 43

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.

5.00 Cancellation

The Commonwealth shall have the right to terminate and cancel this contract at any time not to exceed thirty (30) days' written notice served on the Contractor by registered or certified mail.

6.00 Funding Out Provision

The state agency may terminate this contract if funds are not appropriated to the contracting agency or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the contract. The state agency shall provide the Contractor thirty (30) calendar days' written notice of termination of the contract due to lack of available funding.

7.00 Reduction in Contract Worker Hours

The Kentucky General Assembly may allow for a reduction in contract worker hours in conjunction with a budget balancing measure for some professional and non-professional service contracts.

If under such authority the agency is required by Executive Order or otherwise to reduce contract hours, the agreement will be reduced by the amount specified in that document. If the contract funding is reduced, then the scope of work related to the contract may also be reduced commensurate with the reduction in funding. This reduction of the scope shall be agreeable to both parties and shall not be considered a breach of contract.

8.00 Authorized to do Business in Kentucky

The Contractor affirms that it is properly authorized under the laws of the Commonwealth of Kentucky to conduct business in this state and will remain in good standing to do business in the Commonwealth of Kentucky for the duration of any contract awarded.

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.

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>

9.00 Invoices for fees

The Contractor shall maintain supporting documents to substantiate invoices and shall furnish same if required by state government. The invoice must conform to the method described in Section V of this contract.

	Document Phase	Document Description	Page 38
2700000032	Final	GEAR UP Ky- SAT Platform	Total Pages: 43

Pursuant to KRS 45A.695, no payment shall be made on any personal service contract unless the individual, firm, partnership, or corporation awarded the personal service contract submits its invoice for payment on a form established by the committee.

*Invoice form is available on the Legislative Research Commission, Government Contract Review Committee website: <https://apps.legislature.ky.gov/moreinfo/Contracts/homepage.html>

10.00 Travel expenses, if authorized

The Contractor shall be paid for no travel expenses unless and except as specifically authorized by the specifications of this contract or authorized in advance and in writing by the Commonwealth. The Contractor shall maintain supporting documents that substantiate every claim for expenses and shall furnish same if requested by the Commonwealth.

11.00 Other expenses, if authorized herein

The Contractor shall be reimbursed for no other expenses of any kind, unless and except as specifically authorized within the specifications of this contract or authorized in advance and in writing by the Commonwealth.

If the reimbursement of such expenses is authorized, the reimbursement shall be only on an out-of-pocket basis. Request for payment of same shall be processed upon receipt from the Contractor of valid, itemized statements submitted periodically for payment at the time any fees are due. The Contractor shall maintain supporting documents that substantiate every claim for expenses and shall furnish same if requested by the Commonwealth.

12.00 Purchasing and specifications

The Contractor certifies that he/she will not attempt in any manner to influence any specifications to be restrictive in any way or respect nor will he/she attempt in any way to influence any purchasing of services, commodities or equipment by the Commonwealth of Kentucky. For the purpose of this paragraph and the following paragraph that pertains to conflict-of interest laws and principles, "he/she" is construed to mean "they" if more than one person is involved and if a firm, partnership, corporation, or other organization is involved, then "he/she" is construed to mean any person with an interest therein.

13.00 Conflict-of-interest laws and principles

The Contractor certifies that he/she is legally entitled to enter into this contract with the Commonwealth of Kentucky, and by holding and performing this contract, he/she will not be violating either any conflict of interest statute (KRS 45A.330-45A.340, 45A.990, 164.390), or KRS 11A.040 of the executive branch code of ethics, relating to the employment of former public servants.

14.00 Campaign finance

The Contractor certifies that neither he/she nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of this contract, has contributed more than the amount specified in KRS 121.056(2), to the campaign of the gubernatorial candidate elected at the election last preceding the date of this contract. The Contractor further swears under the penalty of perjury, as provided by KRS 523.020, that neither he/she nor the company which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth, and that the award of a contract to him/her or the company which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

15.00 Access to Records

	Document Phase	Document Description	Page 39
2700000032	Final	GEAR UP Ky- SAT Platform	Total Pages: 43

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).

16.00 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 vendors in connection with the solicitation or selection for award of a contract.

Any actual or prospective vendor, who is aggrieved in connection with the 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 to:

Holly M. Johnson, Secretary

Commonwealth of Kentucky
Finance and Administration Cabinet
Office of the Secretary
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.

17.00 Social Security

The parties are cognizant that the state is not liable for social security contributions, pursuant to 42 U.S. Code, section 418, relative to the compensation of the second party for this contract.

Any exceptions to this stipulation require an attachment or exhibit that explicitly addresses, and provides a basis for, payment of second party's social security contributions by the state, pursuant to 42 U.S. Code, section 418.

18.00 Violation of tax and employment laws

KRS 45A.485 requires the Contractor and all subcontractors performing work under the contract to reveal to the Commonwealth any final determination of a violation by the Contractor within the previous five (5) year period of the provisions of KRS chapters 136, 139, 141, 337, 338, 341, and 342. These statutes relate to corporate and utility tax, sales and use tax, income tax, wages and hours laws, occupational safety and health laws, unemployment insurance laws, and workers

	Document Phase	Document Description	Page 40
2700000032	Final	GEAR UP Ky- SAT Platform	Total Pages: 43

compensation insurance laws, respectively. Disclosure of any violations is required prior to the award of any state contract and throughout the duration the contract.

Failure to disclose violations, shall be grounds for the Commonwealth's disqualification of a contractor or subcontractor from eligibility for future state contracts for a period of two (2) years.

To comply with KRS 45A.485, the Contractor and all subcontractors performing work under this contract shall report any such final determination(s) of any violation(s) within the previous five (5) years to the Commonwealth by providing a list of the following information regarding any violation(s): (1) specific KRS violated, (2) date of any final determination of a violation, and (3) state agency which issued the final determination.

A list of any disclosures made prior to award of a contract shall be attached to the contract. The Contractor affirms that it has not violated any of the provisions of the above statutes within the previous five (5) year period, aside from violations explicitly disclosed and attached to this contract. Contractor further affirms that it will (1) communicate the above KRS 45A.485 disclosure requirements to any subcontractors and (2) disclose any subcontractor violations it becomes aware of to the Commonwealth.

19.00 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,

	Document Phase	Document Description	Page 41
2700000032	Final	GEAR UP Ky- SAT Platform	Total Pages: 43

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.

20.00 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.

21.00 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

	Document Phase	Document Description	Page 42
2700000032	Final	GEAR UP Ky- SAT Platform	Total Pages: 43

head with consultation from the COT Chief Information Officer. Vendor agrees to provide reasonable written notice of any issue of noncompliance with these requirements.

22.00 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 (25th) 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/

	Document Phase	Document Description	Page 43
2700000032	Final	GEAR UP Ky- SAT Platform	Total Pages: 43

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.