ATTACHMENT A

CONTRACT

FOR

EDUCATOR CERTIFICATION SYSTEM

BETWEEN

THE COMMONWEALTH OF KENTUCKY

FINANCE AND ADMINISTRATION CABINET
ON BEHALF OF
KENTUCKY DEPARTMENT OF EDUCATION (KDE)

AND

R & A Solutions, Inc. (dba) RANDA Solutions

MA 758 2100000629

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This Master Agreement ("Contract", "Award" or "Agreement") is entered into, by and between the **Commonwealth of Kentucky, Kentucky Department of Education** ("the Commonwealth" or "Customer" or "KDE") and **R & A Solutions, Inc. (dba) RANDA Solutions** ("Contractor" or "Vendor" or "RANDA") as the Prime Vendor.

The Commonwealth and Contractor agree to the following:

I. Scope of Contract
This Contract is for a commercial off the shelf, cloud-based, comprehensive and integrated system to replace the current platforms that currently support Educator Licensure Management, Local Educator Assignment Data (LEAD) processes, Educator

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Preparation Program Management & Program Review, Educator Pre-Service Management, and Legal Case Management.

II. Negotiated Items

1. Milestones & Project Billing Schedule

The Commonwealth and RANDA agree that RANDA shall provide software related help desk and hosting services to commence during the implementation period as identified deliverables are activated in a Live Production Environment.

Estimated Deliverable Phase Schedule

Phase	Deliverables	Estimated Start	Estimated End
Phase 1	(B) Educator Licensure Management core system integration (L) Reports	4/1/21	6/2/21
Phase 2	(B) Educator Licensure Management • Delivery of remaining deliverables. • Transition for the remaining certification applications. • Onboarding of District staff. (D) EPP Program Management • Onboarding of EPP staff.	6/3/21	8/2/21
Phase 3	(F) Pre-Service Management Admissions and Exits (G) Pre-Service Management Cooperating • Teaching/Student teacher program (H) Pre-Service Management Field Experience Tracking	8/3/21	10/01/21
Phase 4	(C) Lead process integration (annual state-wide Report is due 11/15) (E) EPP Program Review	10/04/21	12/01/21
Phase 5	(I) Legal case management (J) Board Meeting Materials Additional iteration for rescheduled deliverables	12/02/21	02/02/22

Deliverable timelines may be adjusted per mutual agreement between both parties.

Phase 1 Estimated Project Milestones

Iteration Objective: Migrate the existing CA-1 and CA-2 licensing applications and related business processes to the RANDA licensing platform.

Milestone 1: At the completion of this phase, Applicants and Candidates will be able to:
1. Create and register for a user account (will not be KETS directory integrated in this phase).
2. View and print existing certifications.
3. Automatically receive and verify ETS Praxis scores.
4. Apply for new certifications via the CA-1 and CA-2 PDF certification applications utilizing a self-service model.
5. Upload documentation and tag documents with predefined tags.
6. Issue payment and finalize the application.
7. Receive notifications about additional documents needed and deficient applications.
8. Receive site-wide announcements from KDE

Milestone 2: At the completion of Phase 1, KDE Licensing Evaluators will be able to:
1. Manage application submissions in a work queue with the ability to bulk assign the applications to a KDE evaluator for review.
2. Evaluate and process a license application.
3. Issue a certification or deny an application.
4. Download all documentation submitted by the applicant.
5. Be prevented from issuing certifications for applicants that have NASDTEC or legal hits.

Milestone 3: At the completion of Phase 1, KDE State Administrators will be able to:
1. Manage staff roles, accounts, and assignments.
2. Post site-wide internal and external announcements.
3. Utilize the business intelligence layer to create reports, write queries, add visualizations, and create dashboards.
4. Import NASDTEC clearing house data.
5. Import or API for legacy legal system.
6. Download documents for board meeting.
7. Edit credential dates and statuses.
8. Manage refunds and payments.

Milestone 4: At the completion of Phase 1, the general public will be able to:
1. Search and lookup educator certification data and statuses deemed for public consumption.

Milestone 5: At the completion of Phase 1, the system will
1. Be Commonwealth/KDE Branded.
2. Integrated with the ETS API.
3. Integrated (or data import) with the legacy legal case management system.
4. Send notification emails.

5. Automatically flag individuals for with legal hits from NASDTEC and the legacy legal system.
6. Automatically handle the expiration dates and statuses of certifications.
7. Have all necessary data and documents migrated for Phase 1 operation.

Phase 1 Tasks:
Implementation Tasks
1. Setup KDE State user accounts.
2. Setup roles and permissions.
3. Setup NASDTEC import.
4. Setup and configure business intelligence layer.
5. Configure the CA-1 and CA-2 Applications in the RANDA licensing platform.
6. Configure the business rules for the certification types in the RANDA licensing platform.
7. Conduct User Acceptance Testing in coordination with KDE.
8. Conduct training for KDE staff.

Development Tasks
1. Configure working and production development environments.
2. Stand up RANDA licensing code base.
3. Add Commonwealth/KDE branding.
4. Development and customization for ePay integration.
5. Development and customization to support educator ranks.
6. Development and customization with legacy legal system(s).
7. Make various minor modifications to the user interface and user experience.
8. Quality assurance and testing for each development iteration.

Data Migration Tasks
1. Migrate and transform domain tables for certifications.
2. Migration of educator user accounts, profiles, demographics, and historical certifications.
3. Migration of documents and attachments to user accounts and profiles.
4. Synchronization of data where needed for parallel business operations.

Requirements Tasks
1. Conduct business analysis for the licensing application process.
2. Review and conduct analysis of the workflow utilized by KDE License Evaluators to process and issue certifications.
3. Analyze business processes for the existing legacy legal system.
4. Identify needs and approaches for parallel business process operation in Phase

KDE Priorities and General Sequence List

As part of the requirements gathering process after contract award, KDE and RANDA will align and reconcile the following KDE Priorities and General Sequence list, with the Estimated Deliverables Phase Schedule, and with the estimated calendar days after contract award listed in section IV.

	KDE Priority/General Sequence
1	Implementation Plan, including but may not be limited to: - Functional and non-functional requirements - Requirements matrix - Communications plan - Risk management plan - QA plan - Change control plan - Knowledge transfer plans - System environment configuration plan - Software distribution plan - Migration management plan - Backup and recovery plan - Interoperability requirements - Data migration plan - Pilot plan
2	50.6.A System, including all proposed functionality, including but may not be limited to: - Local and physical networks - UAT environment - Training (sandbox) environment

3	50.6.B Educator licensure, including all proposed functionality, including but may not be limited to:
	
	- Completion of data migration relevant to this functional domain
	- If applicable, establishment of data synchronization between legacy and new systems
	- Completion of testing
	- Completion of TBD pilot(s)
	- Completion of training
	- All proposed functionality from the following sections relevant to this functional domain:
	  > 50.6.A System
	  > 50.6.K User Security
	  > 50.6.L Reports
	  > 50.6.M Interoperability & Integration
	  > Transition Plan
	  > Operation Plan
	  > Security Plan
	- Production implementation

	KDE Priority/General Sequence

4	50.6.C LEAD, including all proposed functionality, including but may not be limited to:
	
	- Completion of data migration relevant to this functional domain
	- If applicable, establishment of data synchronization between legacy and new systems
	- Completion of testing
	- Completion of TBD pilot(s)
	- Completion of training
	- All proposed functionality from the following sections relevant to this functional domain:
	  > 50.6.A System
	  > 50.6.K User Security
	  > 50.6.L Reports
	  > 50.6.M Interoperability & Integration
	  > Transition Plan
	  > Operation Plan
	  > Security Plan
	- Production implementation

5	50.6.I Legal Case Management, including all proposed functionality, including but may not be limited to:
	
	- Completion of data migration relevant to this functional domain
	- If applicable, establishment of data synchronization between legacy and new systems
	- Completion of testing
	- Completion of TBD pilot(s)
	- Completion of training
	- All proposed functionality from the following sections relevant to this functional domain:
	  > 50.6.A System
	  > 50.6.K User Security
	  > 50.6.L Reports
	  > 50.6.M Interoperability & Integration
	  > Transition Plan
	  > Operation Plan
	  > Security Plan
	- Production implementation

	KDE Priority/General Sequence

6	50.6.F Pre-Service Management Admissions & Exits, including all proposed functionality, including but may not be limited to:
	
	- Completion of data migration relevant to this functional domain
	- If applicable, establishment of data synchronization between legacy and new systems
	- Completion of testing
	- Completion of TBD pilot(s)
	- Completion of training
	- All proposed functionality from the following sections relevant to this functional domain:
	  > 50.6.A System
	  > 50.6.K User Security
	  > 50.6.L Reports
	  > 50.6.M Interoperability & Integration
	  > Transition Plan
	  > Operation Plan
	  > Security Plan
	- Production implementation

7	50.6.D Educator Preparation Program Management, including all proposed functionality, including but may not be limited to:
	
	- Completion of data migration relevant to this functional domain
	- If applicable, establishment of data synchronization between legacy and new systems
	- Completion of testing
	- Completion of TBD pilot(s)
	- Completion of training
	- All proposed functionality from the following sections relevant to this functional domain:
	  > 50.6.A System
	  > 50.6.K User Security
	  > 50.6.L Reports
	  > 50.6.M Interoperability & Integration
	  > Transition Plan
	  > Operation Plan
	  > Security Plan
	- Production implementation

	KDE Priority/General Sequence

8	50.6.E Education preparation program review, including all proposed functionality, including but may not be limited to:
	
	- Completion of data migration relevant to this functional domain
	- If applicable, establishment of data synchronization between legacy and new systems
	- Completion of testing
	- Completion of TBD pilot(s)
	- Completion of training
	- All proposed functionality from the following sections relevant to this functional domain:
	  > 50.6.A System
	  > 50.6.K User Security
	  > 50.6.L Reports
	  > 50.6.M Interoperability & Integration
	  > Transition Plan
	  > Operation Plan
	  > Security Plan
	- Production implementation

9	50.6.G Pre-Service Management Cooperating Teaching/Student teacher program, including all proposed functionality, including but may not be limited to:
	
	- Completion of data migration relevant to this functional domain
	- If applicable, establishment of data synchronization between legacy and new systems
	- Completion of testing
	- Completion of TBD pilot(s)
	- Completion of training
	- All proposed functionality from the following sections relevant to this functional domain:
	  > 50.6.A System
	  > 50.6.K User Security
	  > 50.6.L Reports
	  > 50.6.M Interoperability & Integration
	  > Transition Plan
	  > Operation Plan
	  > Security Plan
	- Production implementation

	KDE Priority/General Sequence

10	50.6.J Board Meeting Materials, including all proposed functionality, including but may not be limited to:
	
	- Completion of data migration relevant to this functional domain
	- If applicable, establishment of data synchronization between legacy and new systems
	- Completion of testing
	- Completion of TBD pilot(s)
	- Completion of training
	- All proposed functionality from the following sections relevant to this functional domain:
	    > 50.6.A System
	    > 50.6.K User Security
	    > 50.6.L Reports
	    > 50.6.M Interoperability & Integration
	    > Transition Plan
	    > Operation Plan
	    > Security Plan
	- Production implementation

11	50.6.H Pre-Service Management Field Experience Tracking, including all proposed functionality, including but may not be limited to:
	
	- Completion of data migration relevant to this functional domain
	- If applicable, establishment of data synchronization between legacy and new systems
	- Completion of testing
	- Completion of TBD pilot(s)
	- Completion of training
	- All proposed functionality from the following sections relevant to this functional domain:
	    > 50.6.A System
	    > 50.6.K User Security
	    > 50.6.L Reports
	    > 50.6.M Interoperability & Integration
	    > Transition Plan
	    > Operation Plan
	    > Security Plan
	- Production implementation

2. SLA

This SLA outlines the minimum service the Commonwealth may expect from RANDA Solutions (hereafter, RANDA) for the contracted service(s). RANDA offers an uptime assurance of 99.9% including planned and unplanned outages.

Planned Outage

Planned outages are typically related to system and circuit upgrades and maintenance. RANDA works directly with customers to determine the best times to conduct planned outages. RANDA understands that users of different systems have different time zones, schedules, and preferred times. We will adjust maintenance activities to accommodate the customer.

Example: 0800 – 1800 ET on workdays and weekends by mutual agreement

Unplanned Outage

Unplanned outages occur due to unexpected environmental changes. In the event of complete or partial disruptions of service, RANDA project managers will notify key personnel immediately.

Support Priorities

RANDA will prioritize Support tickets based on the severity of the issue, the urgency of the issue, and the effort involved in resolution. RANDA will work with the customer to determine the incident severity and priority.

The table below describes the severity RANDA will associate with each support ticket. The table also list the standard response time for each level of severity.

Priorities	Description	Response Time
Priority 1	System crash, major system portion unusable and no reasonable workaround within application, irretrievable data loss. Requires immediate resolution and should be fixed in the next release or patch. Note: The potential for this level of severity is mitigated by a fully mirrored recovery site that is in service in real-time.	30 mins to 4 hours
Priority 2	Some portions of the system not working as intended/planned, resulting in noticeable deficiency or difficulty with allowing system use Application is usable with functional restrictions and impacted operations. Workarounds shall be provided and plan for next available patch release is created	4 to 12 hours
Priority 3	Superficial defect and minor imperfection bug that does not impede system functionality. Should be fixed in the next major release.	Within 48 hours

Priorities	Description	Response Time
Priority 4	No impact on performance or usability and does not impede functionality. Shall be reviewed for a future release	48 to 96 hours

System Performance

RANDA uses a combination of Site 24x7 (remote monitoring) and Solar Winds (all servers to include SQL) for continuous improvement. Although there are many contributors to latency and system response times, RANDA shall provide the following levels of performance:

- **Performance Response Time**
  - Website Initial Response times < 3-5 seconds
  - Page loads < 2 seconds
  - Data Mining requests < 5-10 seconds (depending on query size)

- **Scalability**
  RANDA systems scale dynamically. At the system level we scale memory and CPU automatically as needed. Once a cluster of systems have reached an %80 threshold, additional resources are brought online. As system load decreases the additional resources will be reallocated to the pool.

- **Data Recovery**
  User error is the number one reason for lost data according to our helpdesk statistics. Some errors such as failure to save data or navigating away from the page, are not recoverable. Others like accidental deletions are typically cured same business day. More extensive deletions such as, a district overwriting all their user data, can take a couple of days. Customer representatives are notified when larger errors occur.

- **Additional Metrics Required by Customer**
  Any additional metrics required by the customer will be added to the SLA and tracked accordingly.

REPORTING

System Performance and uptime reports will be provided monthly.

UPDATES

Environments:

Webservers are hardware load balanced with caching, allowing for continuous updates without impacting system users.

Application server updates are performed manually in a separate mirrored environment prior to applying to production. (Ex. SQL, Exchange, etc.)

Objectives:

- Security and System definitions are applied automatically as released.
- Security related updates are applied manually to a test environment and applied to production within 24 hours of release.
- Critical, non-security related updates are performed within 24-96 hours depending on vendor recommendations.
- Updates for all webservers are conducted automatically upon release from Microsoft.
- Rollups, Feature Packs, or Services packs require more thorough testing and are performed monthly unless otherwise recommended by vendors.

3. **Section 50.7 – Penalties**

   Original Language:

   Penalties will be associated with each deliverable and will be leveraged by reducing the Contractor's invoiced amount by the amount of the associated penalty. If a penalty, or combination of penalties, exceeds the invoiced amount, the remaining penalty will be applied against the next invoiced amount.

   Penalties are separate from any retainage and retainage recovery. Commonwealth has the sole discretion to impose the penalties or waive the penalties.

   The implementation schedule referenced below will be developed during the planning phase after contract award.

Performance Based Penalties

Penalty #	Requirement Category	SLA Contract Requirement	Penalty/Reduction
1	Key Milestone Dates	Accomplishment of certain specified activities by the key milestone dates, as defined in the implementation schedule, shall be necessary to ensure the project is on track. If, for any reason, the Vendor is delayed in meeting these key milestone dates and a Contract modification or a change request for work plan change is not approved, a reduction in compensation may be assessed. If the Vendor is delayed or the Vendor contributes to a delay for another Contractor's performance or key milestones, The Commonwealth shall access a reduction in compensation. Approval of a contract modification or change request for implementation schedule change does not waive the Commonwealth's ability to impose damages and/or reductions in compensation, if warranted by other terms of the contract.	The Commonwealth shall reduce compensation up to two thousand dollars ($2,000.00) per calendar day, or any part thereof, for each of the first ten (10) calendar days of delay in meeting a milestone date or contributing to a delay for another Contractor's performance. The Commonwealth shall reduce compensation up to four thousand dollars ($4,000.00) per calendar day, or any part thereof, for each of the next twenty (20) calendar days of delay in meeting a milestone date or contributing to a delay for another Contractor's performance. The Commonwealth shall reduce compensation up to six thousand dollars ($6,000.00) per calendar day, or any part thereof, for each additional calendar day of delay in meeting a milestone after thirty (30) calendar days or contributing to a delay for another Contractor's performance.
2	Deliverables	Copies of each deliverable, as defined in the approved Detailed Work Plan, shall be delivered to	The Commonwealth shall assess and reduce compensation one thousand

| | | KDE, in final form, on or before the date specified in the approved Detailed Work Plan.

KDE may require one (1) paper copy and one (1) electronic copy of all deliverables. The electronic copy shall be compatible with Microsoft Word, or other application software, as requested by KDE, and submitted on the Commonwealth specified media and stored in KDE SharePoint.

All deliverables shall be in a format approved by KDE and meet content and accuracy requirements specified or as subsequently defined by KDE.

If the Vendor deviates without seeking KDE approval, a penalty shall be assessed. | dollars ($1,000.00) for each calendar day, or any part thereof, that a deliverable is late, which includes delivery on incorrect media.

The Commonwealth shall assess and reduce compensation an additional one thousand dollars ($1,000.00) for each calendar day, or any part thereof, that a deliverable continues not to meet minimum content requirements or the approved format after its formal rejection by UI when appropriate. |

Negotiated Language:
Penalties will be associated with each deliverable and will be leveraged by reducing the Contractor's invoiced amount by the amount of the associated penalty. If a penalty, or combination of penalties, exceeds the invoiced amount, the remaining penalty will be applied against the next invoiced amount.

Penalties are separate from any retainage and retainage recovery. Commonwealth has the sole discretion to impose the penalties or waive the penalties.

The implementation schedule referenced below will be developed during the planning phase after contract award.

Performance Based Penalties

Penalty #	Requirement Category	SLA Contract Requirement	Penalty/Reduction
1	Key Milestone Dates	Accomplishment of certain specified activities by the key milestone dates, as defined in the implementation schedule, shall be necessary to ensure the project is on track. If, for any reason, the Vendor is delayed in meeting these key milestone dates and a Contract modification or a change request for work plan change is not approved, a reduction in compensation may be assessed, so long as, Contractor has received data and information on a timely basis from the Commonwealth. If the Vendor is delayed or the Vendor contributes to a delay for another Contractor's performance or key milestones, The Commonwealth shall access a reduction in compensation, so long as, Contractor has received data and information on a timely basis from the Commonwealth. Approval of a contract modification or change request for implementation schedule change does not waive the Commonwealth's ability to impose damages and/or reductions in compensation, if warranted by other terms of the contract.	The Commonwealth shall reduce compensation up to two thousand dollars ($2,000.00) per calendar day, or any part thereof, for each of the first ten (10) calendar days of delay in meeting a milestone date or contributing to a delay for another Contractor's performance. The Commonwealth shall reduce compensation up to four thousand dollars ($4,000.00) per calendar day, or any part thereof, for each of the next twenty (20) calendar days of delay in meeting a milestone date or contributing to a delay for another Contractor's performance. The Commonwealth shall reduce compensation up to six thousand dollars ($6,000.00) per calendar day, or any part thereof, for each additional calendar day of delay in meeting a milestone after thirty (30) calendar days or contributing to a delay for another Contractor's performance.
2	Deliverables	Copies of each deliverable, as defined in the approved Detailed Work Plan, shall be delivered to KDE, in final form, on or before	The Commonwealth shall assess and reduce compensation one thousand dollars ($1,000.00) for each

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		the date specified in the approved Detailed Work Plan. KDE may require one (1) paper copy and one (1) electronic copy of all deliverables. The electronic copy shall be compatible with Microsoft Word, or other application software, as requested by KDE, and submitted on the Commonwealth specified media and stored in KDE SharePoint. All deliverables shall be in a format approved by KDE and meet content and accuracy requirements specified or as subsequently defined by KDE. If the Vendor deviates without seeking KDE approval, a penalty shall be assessed.	calendar day, or any part thereof, that a deliverable is late, which includes delivery on incorrect media. The Commonwealth shall assess and reduce compensation an additional one thousand dollars ($1,000.00) for each calendar day, or any part thereof, that a deliverable continues not to meet minimum content requirements or the approved format after its formal rejection by UI when appropriate.

III. Terms and Conditions

SECTION 30 – COMMONWEALTH OFFICE OF TECHNOLOGY (COT) REQUIREMENTS

30.1   Commonwealth Information Technology Policies and Standards

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

B. The Commonwealth posts changes to COT Standards and Policies on its technology.ky.gov website. Vendors and subcontractors shall ensure their solution(s) comply 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.

30.2   Compliance with Kentucky Information Technology Standards (KITS)

A. The Kentucky Information Technology Standards (KITS) reflect a set of principles for information, technology, applications, and organization. These standards provide guidelines, policies, directional statements and sets of standards for information technology. It defines, for the Commonwealth, functional and information needs so that technology choices can be made based on business objectives and service delivery. The vendor shall stay knowledgeable and shall abide by these standards for all related work. http://technology.ky.gov/Governance/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. The Roadmap shall include, but is not limited to, planned, scheduled and projected product lifecycle dates and historical release/patch or maintenance dates for the technology. In addition, any guidance on projected release/revision/patch/maintenance schedules would be preferred.

30.3   Compliance with Commonwealth Security Standards

The software deployment and all vendor services shall abide by privacy and security standards as outlined in the Commonwealth's Enterprise Information Technology Policies.

Enterprise Security Policies
http://technology.ky.gov/ciso/Pages/InformationSecurityPolicies,StandardsandProcedures.aspx

Enterprise IT Policies
http://technology.ky.gov/policy/pages/policies.aspx

Finance and Administration Cabinet Commonwealth Office of Technology Enterprise IT Policies
http://finance.ky.gov/services/policies/Pages/default.aspx

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

The vendor must employ comprehensive risk and threat management controls based on defined industry standards for service organizations such as AICPA TSP section 100, Trust Services Principles and Criteria. The vendor must annually assert compliance and engage a third party to examine such assertions and

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controls to provide a Report, such as AT101 SOC 2 type 2, on Controls at a Service Organization Relevant to Security, Availability, Processing Integrity, Confidentiality, and Privacy, which contains an opinion on whether the operating controls effectively support the assertions. All such reports, including publicly available reports (i.e. AT 101 SOC 3) shall be made available to the Commonwealth for review.

30.5   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.

30.6   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 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.

30.7   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 and at rest.**

30.8 **EU GDPR Compliance**

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

30.9 **X-as-a-Service Technical Definitions**

Refer to NIST 800-145

30.10 **Data Quality**

Vendors 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.

30.11   License Agreements

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

30.12   Software Version Requirements

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

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

30.13   Section 508 Compliance

All user interfaces to the solution(s) provided, shall be warranted by the vendor to comply with Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d) and the World Wide Web Consortium's (W3C) Web Content Accessibility Guidelines (WCAG) 2.0, conformance level Double-A or greater.

30.14   No Surreptitious Code Warranty

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

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

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

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

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

30.15   Network Connection Requirements

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

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

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

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

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

30.16 Application and Service Requirements
A. 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.

B. Vendor shall comply with Commonwealth of Kentucky finger print requirements for PII/FTI/HIPAA data systems hosted outside Central Data Center.

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

- *Access Control*
  The vendor must employ policy and process that provide for stringent control to limit physical and logical access to systems that house Commonwealth data, on a need to know basis, provide clear separation of duties, and adheres to least privilege principles.
- *Awareness and Training*
  The vendor must provide the appropriate role specific training for staff to ensure that there is awareness and understanding of roles and responsibilities as they relate to the protections around the Commonwealth's data.

- *Audit and Accountability*
  There must be sufficient auditing capability to ensure that actions are tracked and there is individual accountability for all actions taken by vendor staff.
- *Configuration Management*
  The vendor must work within established baselines that provide minimal functionality needed to ensure service delivery without exposing unnecessary risk. The vendor must also employ structured change control processes that provide a level of coordination with the client agreed upon in a Service Level Agreement (SLA).
- *Contingency Planning*
  The vendor must employ contingent planning policy and procedures that ensure service delivery based on agreed SLA levels while maintaining all Commonwealth data within the continental Unites States.
- *Identification and Authorization*
  The vendor must employ appropriate identity and access management policies and procedures to ensure that access is appropriately authorized and managed at a level to ensure that access is provisioned and de-provisioned in a timely and efficient manner.
- *Incident Response*
  The vendor must employ policy and procedures to ensure that an appropriate response to all identified security incidents are addressed in a timely manner and are reported to the appropriate parties in an agreed upon SLA timeframe. The vendor must also ensure that all staff are sufficient trained to ensure that they can identify situations that are classified as security incidents.
- *Maintenance*
  The vendor must employ policy and procedures that ensure that all maintenance activities are conducted only by authorized maintenance staff leveraging only authorized maintenance tools.
- *Media Protection*
  The vendor must employ policy and procedure to ensure that sufficient protections exist to protect Commonwealth data on all storage media throughout the media lifecycle and maintain documentation from media creation through destruction.
- *Physical and Environmental Controls*
  The vendor must employ physical and environmental policies and procedures that ensure that the service and delivery infrastructure are located in a physically secure and environmentally protected environment to ensure the confidentiality, integrity, and availability of Commonwealth data.
- *Personnel Security*
  The vendor must employ policies and procedures to ensure that all staff that have access to systems that house, transmit, or process Commonwealth data have been appropriately vetted and have been through a background check at the time of hire and periodically thereafter.

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

SECTION 40 – PROCUREMENT REQUIREMENTS

40.1   Procurement Requirements
Procurement requirements are listed under **"Procurement Laws, Preference, Regulations and Policies"** and **"Response to Solicitation"** located on the eProcurement Web page at https://finance.ky.gov/services/eprocurement/Pages/LawsPrefRegsPolicies.aspx and http://finance.ky.gov/services/eprocurement/Pages/VendorServices.aspx respectively. The vendor must comply with all applicable statutes, regulations and policies related to this procurement.

40.2   Contract Components and Order of Precedence
The Commonwealth's acceptance of the contractor's offer in response to the Solicitation, RFP 758 2000000511, indicated by the issuance of a contract award by the Office of Procurement Services, shall create a valid contract between the Parties consisting of the following:

1. Procurement Statutes, Regulations and Policies
2. Any written Agreement between the Parties;
3. Any Addenda to the Solicitation, RFP 758 2000000511;
4. The Solicitation, RFP 758 2000000511 and all attachments
5. Any Best and Final Offer;
6. Any clarifications concerning the Contractor's proposal in response to the Solicitation, RFP 758 2000000511;
7. The Contractor's proposal in response to the Solicitation, RFP 758 2000000511.

In the event of any conflict between or among the provisions contained in the contract, the order of precedence shall be as enumerated above.

40.3   Final Agreement
This Contract represents the entire agreement between the parties with respect to the subject matter hereof. Prior negotiations, representations, or agreements, either written or oral, between the parties hereto relating to the subject matter hereof shall be of no effect upon this Contract.

40.4 **Contract Provisions**
If any provision of this Contract (including items incorporated by reference) is declared or found to be illegal, unenforceable, or void, then both the Commonwealth and the Contractor shall be relieved of all obligations arising under such provision. If the remainder of this Contract is capable of performance, it shall not be affected by such declaration or finding and shall be fully performed.

40.5 **Type of Contract**
This Contract shall be on the basis of a **firm fixed unit price** for the elements listed.

40.6 **Contract Usage**
The contractual agreement with the Vendor will in no way obligate the Commonwealth of Kentucky to purchase any services or equipment under this Contract. The Commonwealth agrees, in entering into any contract, to purchase only such services in such quantities as necessary to meet the actual requirements as determined by the Commonwealth.

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

40.8 **Changes and Modifications to the Contract**
Pursuant to KRS 45A.210 (1) and 200 KAR 5:311, no modification or change of any provision in the Contract shall be made, or construed to have been made, unless such modification is mutually agreed to in writing by the contractor and the Commonwealth, and incorporated as a written amendment to the Contract and processed through the Office of Procurement Services and approved by the Finance and Administration Cabinet prior to the effective date of such modification or change pursuant to KRS 45A.210(1) and 200 KAR 5:311. Memorandum of understanding, written clarification, and/or correspondence shall not be construed as amendments to this Contract.

If the contractor finds at any time that existing conditions made modification of this Contract necessary, it shall promptly report such matters to the Commonwealth Buyer for consideration and decision.

40.9 Changes in Scope

The Commonwealth may, at any time by written order, make changes within the general scope of this Contract. No changes in scope are to be conducted except at the approval of the Commonwealth.

40.10 Contract Conformance

If the Commonwealth Buyer determines that deliverables due under this Contract are not in conformance with the terms and conditions of this Contract and the mutually agreed-upon project plan, the Buyer may request the contractor to deliver assurances in the form of additional contractor resources and to demonstrate that other major schedules will not be affected. The Commonwealth shall determine the quantity and quality of such additional resources and failure to comply may constitute default by the contractor.

40.11 Assignment

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

40.12 Payment

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

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

40.13 Contractor Cooperation in Related Efforts

The Commonwealth of Kentucky may undertake or award other contracts for additional or related work, services, supplies, or commodities, and the contractor shall fully cooperate with such other contractors and Commonwealth employees. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Commonwealth employees.

40.14 Contractor Affiliation

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

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

40.16   Confidentiality of Contract Terms
The Contractor and the Commonwealth agree that all information communicated between them before the effective date of the Contract shall be received in strict confidence and shall not be necessarily disclosed by the receiving party, its agents, or employees without prior written consent of the other party. Such material will be kept confidential subject to Commonwealth and Federal public information disclosure laws.

Upon signing of the Contract by all parties, terms of the Contract become available to the public, pursuant to the provisions of the Kentucky Revised Statutes.

The Contractor shall have an appropriate agreement with its subcontractors extending these confidentiality requirements to all subcontractors' employees.

40.17   Confidential Information
The Contractor shall comply with the provisions of the Privacy Act of 1974 and instruct its employees to use the same degree of care as it uses with its own data to keep confidential information concerning client data, the business of the Commonwealth, its financial affairs, its relations with its citizens and its employees, as well as any other information which may be specifically classified as confidential by the Commonwealth in writing to the Contractor. All Federal and State Regulations and Statutes related to confidentiality shall be applicable to the contractor. The Contractor shall have an appropriate agreement with its employees, and any subcontractor employees, to that effect, provided however, that the foregoing will not apply to:

      A. Information which the Commonwealth has released in writing from being maintained in confidence;

      B. Information which at the time of disclosure is in the public domain by having been printed and published and available to the public in libraries or other public places where such data is usually collected; or

      C. Information, which, after disclosure, becomes part of the public domain as defined above, thorough no act of the contractor.

40.18   Advertising Award

The Contractor shall not refer to the award of Contract in commercial advertising in such a manner as to state or imply that the firm or its services are endorsed or preferred by the Commonwealth of Kentucky without the expressed written consent of the agency technical contact person (see Section 50.4).

40.19   Patent or Copyright Infringement

The Contractor shall report to the Commonwealth promptly and in reasonable written detail, each notice of claim of patent or copyright infringement based on the performance of this Contract of which the contractor has knowledge.

The Commonwealth agrees to notify the contractor promptly, in writing, of any such claim, suit or proceeding, and at the contractor's expense give the contractor proper and full information needed to settle and/or defend any such claim, suit or proceeding.

If, in the contractor's opinion, the equipment, materials, or information mentioned in the paragraphs above is likely to or does become the subject of a claim or infringement of a United States patent or copyright, then without diminishing the contractor's obligation to satisfy any final award, the contractor may, with the Commonwealth's written consent, substitute other equally suitable equipment, materials, and information, or at the contractor's options and expense, obtain the right for the Commonwealth to continue the use of such equipment, materials, and information.

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

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

   A. the combination of such product or part with any other product or part not furnished to the Commonwealth by the contractor
   B. the modification of such product or part unless such modification was made by the contractor

    C. the use of such product or part in a manner for which it was not designed

40.20 **Permits, Licenses, Taxes and Commonwealth Registration**
The contractor shall procure all necessary permits and licenses and abide by all applicable laws, regulations, and ordinances of all Federal, State, and local governments in which work under this Contract is performed.

The contractor shall maintain certification of authority to conduct business in the Commonwealth of Kentucky during the term of this Contract. Such registration is obtained from the Secretary of State, who will also provide the certification thereof. Additional local registration or license may be required.

The contractor shall pay any sales, use, and personal property taxes arising out of this Contract and the transaction contemplated hereby. Any other taxes levied upon this Contract, the transaction, or the equipment or services delivered pursuant hereto shall be borne by the contractor.

40.21 **EEO Requirements**
The Equal Employment Opportunity Act of 1978 applies to All State government projects with an estimated value exceeding $500,000. The Contractor shall comply with all terms and conditions of the Act.

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

40.22 **Provisions for Termination of the Contract**
This Contract shall be subject to the termination provisions set forth in 200 KAR 5:312.

40.23 **Bankruptcy**
In the event the contractor becomes the subject debtor in a case pending under the Federal Bankruptcy Code, the Commonwealth's right to terminate this Contract may be subject to the rights of a trustee in bankruptcy to assume or assign this Contract. The trustee shall not have the right to assume or assign this Contract unless the trustee (a) promptly cures all defaults under this Contract; (b) promptly compensates the Commonwealth for the monetary damages incurred as a result of such default, and (c) provides adequate assurance of future performance, as determined by the Commonwealth.

40.24 **Conformance with Commonwealth & Federal Laws/Regulations**
This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. Any action brought against the Commonwealth on this Contract, including but not limited to actions either

for breach of contract or for enforcement of this Contract, shall be brought in Franklin Circuit Court, Franklin County, Kentucky in accordance with KRS 45A.245.

40.25 Accessibility

Vendor hereby warrants that the products or services to be provided under this Contract comply with the accessibility requirements of Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, part 1194. Vendor further warrants that the products or services to be provided under this contract comply with existing federal standards established under Section 255 of the Federal Telecommunications Act of 1996 (47 U.S.C. § 255), and its implementing regulations set forth at Title 36, Code of Federal Regulations, part 1193, to the extent the vendor's products or services may be covered by that act. Vendor agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services which is brought to its attention.

40.26 Access to Records

The state agency certifies that it is in compliance with the provisions of KRS 45A.695, "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).

40.27 Prohibitions of Certain Conflicts of Interest

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

In accordance with KRS 45A.340 and KRS 11A.040 (4), the contractor agrees that it shall not knowingly allow any official or employee of the Commonwealth who exercises any function or responsibility in the review or approval of the undertaking or carrying out of this Contract to voluntarily acquire any ownership interest, direct or indirect, in the Contract prior to the completion of the Contract.

40.28   No Contingent Fees

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

40.29   Intentionally Left Blank

40.30   Contract Claims

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

40.31   Limitation of Liability

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

40.32   Discrimination (Effective April 8, 2015)

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

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

apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

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

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

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

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

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

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

direction by the agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

8.

SECTION 50 – SCOPE OF WORK

50.1   Agencies to Be Served
This Contract shall be for use by the **KY DEPARTMENT OF EDUCATION**. No shipments shall be made except upon receipt by vendor of an official delivery order from the using agency.

Extending the Contract Use to Other Agencies
The Office of Procurement Services reserves the right, with the consent of the vendor, to offer this Master Agreement to other state agencies requiring the product(s) or services(s).

50.2   Term of Contract and Renewal Options
The initial term of this Contract shall be for a period of **four (4)** years from the effective date of the Award of Contract.

This Contract may be renewed at the completion of the initial contract period for **three (3) additional two (2) year** periods upon the mutual agreement of the Parties. Such mutual agreement shall take the form of a contract modification as described in Section 40.8.

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

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

The Commonwealth reserves the right to renegotiate any terms and/or conditions as may be necessary to meet requirements for the extended period. In the event proposed revisions cannot be agreed upon, either party shall have the right to withdraw without prejudice from either exercising the option or continuing the Contract in an extended period.

50.3 **Basis of Price Revisions**

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

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

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

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

50.4 **Notices**

All programmatic communications with regard to day-to-day performance under the contract are to be made to the agency technical contact(s):

For the duration of the implementation project, and after completion of the implementation project:

Todd Davis, Division Director,
Division of Educator Preparation & Certification
Office of Educator Licensure & Effectiveness
300 Sower Blvd.
Frankfort, KY 40601
(502) 564-5846, ext. 4537 | Fax (502) 564-6470
todd.davis@education.ky.gov

For the duration of the project, in addition to Todd Davis:
Steve Roark, Project Manager
Office of Education Technology
Kentucky Department of Education
300 Sower Blvd., 4th Floor
Frankfort, KY 40601
Office: (502) 564-2020, ext. 2252
Email: steve.roark@education.ky.gov

All communications of a contractual or legal nature are to be made to the Commonwealth Buyer.

Susan S. Noland, KCPM
Statewide Procurement Consultant
COMMONWEALTH OF KENTUCKY
FINANCE AND ADMINISTRATION CABINET
Office of Procurement Services
New Capitol Annex
702 CAPITOL AVE RM 096
FRANKFORT KY 40601
(502) 564-5951
Susan.Noland@ky.gov

50.5 Subcontractors

The Contractor is permitted to make subcontract(s) with any other party for furnishing any of the work or services herein. The Contractor shall be solely responsible for performance of the entire Contract whether or not subcontractors are used. The Commonwealth shall not be involved in the relationship between the prime contractor and the subcontractor. Any issues that arise as a result of this relationship shall be resolved by the prime Contractor. All references to the contractor shall be construed to encompass both the Contractor and any subcontractors of the Contractor.

50.6 Scope of Work/Technical Requirements

A. System

   a. The solution shall be web-based and function and interface with the current KETS environment as described in Attachment H.

   b. The vendor shall be responsible for hosting the system in an approved cloud facility that meets compliance requirements.

c. The solution shall be fully accessible via standard internet browsers, including but not limited to, Chrome, Safari, and Firefox.

d. The solution should support new, stable browser versions within six (6) months of their release.

e. The solution should at all times support usage of at least two (2) prior stable versions of the browser software, or all stable versions released within prior year.

f. All user interfaces to the solution(s) provided, shall be warranted by the vendor to comply with Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d) and the World Wide Web Consortium's (W3C) Web Content Accessibility Guidelines (WCAG) 2.0, conformance levels A and AA or greater.

g. The solution shall provide system validation for data and data file input, including but not limited to correct data type, format, structure, required data elements.

h. Vendor should provide a mechanism for User Acceptance Testing and requirement testing without disrupting production use.

i. The solution should not rely on Flash, Java, or other browser plug-ins.

j. The solution should not rely on unusual or customized browser or network configuration requirements.

k. The solution should be user-friendly for the expected user population and usage patterns, using a consistent pattern for look and feel and have intuitive controls for navigation and use.

l. The solution should include online, context-sensitive end user help functionality.

m. The solution should include instrumentation to support diagnosis of errors and performance issues.

n. The solution shall automatically use the program identifiers and related information that is shared across the entire suite

o. The solution shall provide the ability for administrative users to scan various document types into the system, including but not limited to the requirements related to documents/scanning listed in other places within this Contract.

p. The usage of teacher SSN currently exists in various existing interfaces to be replaced, which presents a security risk. The vendor should attempt to do smarter identity matching than occurs in some portions of the current systems, and in some interfaces with external systems, in order to eventually get away from using SSN.

q. The solution shall be resistant to security threats such as denial of service, data breaches, and data corruption/loss.

r. The system should allow the vendor or KDE administrators to post announcements on a screen or page seen by all users when they attempt to log in (for instance, to warn of upcoming downtimes).

B. Educator Licensure Management

a. The solution shall allow applicants, EPP staff, school district staff and KDE staff to submit multiple types of initial and renewal education certification requests through a guided, self-service process that automatically determines what data elements are needed to be entered for the particular application or renewal being sought.

b. The solution shall allow applicants, EPP staff, school district staff and KDE staff to upload multiple types of supporting documents through a guided, self-service process that automatically determines what documentation needs to be uploaded for the particular application or renewal being sought.

c. The solution shall allow KDE staff to review, approve & decline multiple types of different types of educator certification requests, including routing requests through the appropriate steps and parties.

d. The solution should be able to notify applicants what is missing from their applications as they proceed through the guided, self-service application process.

e. The solution shall allow registered applicants to submit fee payments while tracking payment status within the solution.

f. The solution should allow registered applicants to submit fee payments through the ePay system while tracking payment status within the solution. The ePay system is an existing system used by a number of KY state government agencies to accept electronic payments for various types of services. For this Contract specifically, it is and will continue to be used to facilitate payment of certification fees paid by certification applicants.

g. The solution shall allow KDE staff to indicate refunds amount and record the reason for each request.

h. The solution should allow KDE staff to generate a refund report which includes the amount and reason.

i. The solution shall allow users to retrieve, scan into the system, and upload from files various types of documents that are attached to a person's record, including but not limited to transcripts.

j. The solution should be able to view and flag test scores more than five (5) years old and/or other TBD requirements.

k. The solution should allow KDE staff to add staff notes.

l. The solution should have the ability to edit demographics.

m. The solution should have the ability to allow KDE staff to add college degrees or verify information.

n. The solution shall allow KDE staff to view data about students admitted to or exiting EPP programs.

o. The solution shall have the ability to access and display educator's previous EPSB legal history for example past character and fitness cases.

p. The solution shall provide the public the ability to look up educators' certification by name, including specific certifications held and (teaching certifications) the subjects, grade levels and populations they are certified to teach.

q. The solution shall provide authorized users the ability to look up educators' certification including information not appropriate for public access.

r. The solution should provide email/text notification management for applicants.

s. The solution should have ability to perform batch jobs per requirements to be determined after contract award.

t. The solution shall have ability to generate printable certificates.

u. The solution should provide mobile compatibility for applicant lookup of status of their certification request/process.

v. The solution should provide mobile compatibility to allow an applicant to initiate/input/manage the most common and /or simplest certification process, including but limited to payments.

w. The solution should provide mobile compatibility to allow the Public to lookup an educator's current certifications.

x. The solution shall allow KDE staff to maintain certification codes and job permissions, add, delete or modify, and automatically use these codes as applicable across the entire suite.

y. The solution shall allow KDE staff to maintain the list of accepted Praxis and GRE assessments with their cut scores and validity periods.

C. LEAD Processes

a. The solution shall support a process to verify KY public school teachers are licensed for the courses they are teaching.

b. The system shall produce an error report of teachers potentially not qualified to district LEAD coordinators and allow time for additional research, data updates, and overrides within the system. In accordance with KRS 161.1221, an annual statewide report is due each year by Nov. 15.

c. The system shall produce a statewide final report of those teachers not licensed for the courses they are teaching.

d. The solution shall allow KDE staff to enter and maintain state course codes and related information for use across multiple functions, including LEAD reporting.

e. The solution should reduce the amount of time, complexity and back-and-forth between districts and KDE staff that results from the current way in which districts report on out of field educators.

f. The system shall support a data exchange process for data on teachers by course/section from Infinite Campus LEAD report and have the functionality to validate that teachers are licensed to teach courses identified. This should occur at minimum during the months of September and October of each year.

D. Educator Preparation Program Management

a. The solution shall have a function whereby KDE staff enters new programs into the system based on multiple attributes, including but not limited to traditional, alternative, degree level, and certification only, resulting certificate area, and the system generates a unique program code.

b. The system shall have the capability to assign new programs with corresponding codes that relate to pre-set program attributes as an inventory of all approved EPP programs.

c. The system shall allow KDE staff to manage programs and assigned codes by entering, updating, deleting, set retroactive dates, etc.

d. The solution should allow the public to search and view the list of all approved programs in KY.

E. Educator Preparation Program Review

a. The solution should allow educator providers to enter and upload all data about educator preparation programs, including courses, staffing, assessments and attachments, to facilitate review, approval, reporting and monitoring by KDE staff and reviewers from assigned committees.

b. The solution should store and make available to EPSB subcommittee members program documents for review to determine state accreditation status of EPPs.

c. The solution should allow users to maintain a hierarchical list of national and state content standards.

d. The solution should allow KDE staff to review program and educator provider documentation that has been submitted.

e. The solution should allow KDE staff to assign two level committee reviewers to review and score program documentation.

f. The solution should allow KDE staff to link their programs to national and state standards, courses, assessments, and link their faculty to courses, etc.

g. The solution should allow for the ability to identify linkages that are missing so an EPP knows what fields or sections are not complete.

h. The solution should allow KDE staff to maintain survey questions, and record and update responses for each type of program.

i. The solution should allow KDE staff to search and record committee members qualifications.

Note: Unless specified otherwise, in 50.6.F – 50.6.H, "students" refers to persons who are enrolled in an Educator Preparation Program in order to become certified educators.

F. Pre-Service Management Admissions and Exits

a. The solution shall validate that any student that an EPP wants to admit is assigned to a valid program, (referencing a program code managed elsewhere), and include various demographic and program required fields including but not limited to GPA.

b. The solution shall have a feature that allows for a student's admission status to remain in a "pending" status until Praxis and GRE admission assessment requirements are confirmed as passing.

c. The solution shall allow EPP staff to record a candidate's exit from a program and indicate the exit reason based on a list of possible reasons, including but not limited to completed, transferred to another program route, dropped.

d. The solution shall have a function whereby a certificate cannot be issued to an in-state applicant unless the exit status is marked "completed".

e. The solution shall manage the assessment required by the state, historical and current and build in the logic for assessments required for credentials.

f. The solution should have a reporting system where data pulled from the admission/exit system can be manipulated for public consumption displays.

G. Pre-Service Management Cooperating Teaching/Student teacher program

a. The solution shall validate cooperating teachers' qualifications based on verifying against the number of years a teacher has been teaching, their certification area, and their completion of required training.

b. The solution should allow EPP's and KDE staff to enter or batch load educators that completed the cooperating teaching Part A and Part B training.

c. The solution should allow KDE staff to input yearly budget amounts to be allocated to cooperating teachers.

d. The solution should validate student enrollment into an EPP program to determine if they can be assigned to a cooperating teacher.

e. The solution should provide KDE staff the ability to approve payments to cooperating teachers if all conditions are met.

H. Pre-Service Management Field Experience Tracking

a. The solution should allow education providers and community colleges the ability to enter or batch load courses identified for field placement and the required number of field experience hours.

b. The solution should allow students to view their assigned courses and the number of field experience hours required for each by semester/quarter.

c. The solution should allow students to log their hours related to field experience for each course.

d. The solution should allow KDE staff on behalf of the student to log the student's hours related to field experience for each course.

e. The solution should provide the ability for KDE staff or students who are completing their field experience out of country, teaching in private schools, out of state, or a public school with no diversity data from Infinite Campus, to enter data about classroom diversity.

f. The solution should allow students to record field experiences using a mobile device.

I. Legal Case Management
a. The solution shall allow KDE staff to record written complaints received from districts, citizens, other agencies, etc. and associate the complaint information to a certified educator.

b. The solution shall allow authorized users, for instance, superintendents, to file complaints directly into the solution, and upload supporting documentation.

c. The solution shall have the ability to manage all complaints received, including closed, new, new online complaint, pending, pending investigative report, open, merged.

d. The solution shall have the ability to track and manage educator cases, opened complaints/open, resolved cases, and closed cases.

e. The solution shall have the ability to track and manage applications requiring board approval, pending, pending character and fitness review, closed.

f. The solution shall have the ability to track board meeting decisions with respect to individual educators accept, reject, modify, admonish, admonish and train, defer for training, attorney review, defer, refer to hearing, dismiss, and other TBD categories.

g. The solution shall have the ability to track and manage appeals of certification denials and admonishments.

h. The solution shall have the ability to track and manage Agreed Order/Final Order conditions.

i. The solution shall allow KDE users to access existing documents, migrated from current system and added using new solution, associated with each educator.

j. The solution shall allow KDE users to access educators' applications for certification.

k. The solution shall have the ability to run Reports.

l. The solution shall allow KDE staff to maintain master data for lookup. This includes types of allegations, training, media, conditions, local discipline and board members.

m. The solution shall have the ability to access the National Association of State Directors of Teacher Education and Certification (NASDTEC) clearinghouse.

n. The solution shall allow KDE users to scan and upload documents and attach them to specific person id number.

J. Board Meeting Materials

    a. The solution should provide a secure repository for board meeting materials in support of multiple functional domains and used by EPSB members, and other board approved committees.

K. User Security

    a. The solution shall provide user self-registration and self-service account management, update passwords and reset own passwords with standard user validation functionality, for user accounts that are not integrated with the KETS user directory for authentication.

    b. The solution should allow for configuration of strong passwords for accounts not integrated with the KETS directory for authentication. Configuration should allow for requiring a minimum password length and multiple classes of characters. Password minimum length configuration should accept values between 8 and at least 16 characters.

    c. The solution shall allow KDE staff to manage users, including but not limited to create accounts, disable/enable accounts, change passwords, update user identity information, EXCEPT for any users managed through the KETS shared user directory (currently Azure Active Directory)

    d. The solution should support single sign on to Microsoft Azure Active Directory; ideally the solution would also support single sign on to Google G Suite. Note that some users such as applicants may not have accounts in either of these directories and will need to be authenticated in a different way.

    e. The solution shall allow KDE staff to manage user permissions.

    f. The solution shall allow KDE staff to manage user roles.

    g. The solution shall allow assigning permissions at state, district, and school levels.

    h. The solution should have separate permissions for read, write, edit, and approve tasks.

    i. The solution should allow delegated user management so that districts can manage users and assign permissions for their own staff.

L. Reports

    a. The solution shall create scheduled canned reports and make them available for review by appropriate users per to be determined requirements that will be captured post contract award.

    b. The solution shall provide ad hoc reporting extract data in a variety formats and purposes, per to be determined requirements that will be captured post contract award.

c. The solution shall provide the ability to produce audit reports, for an indefinite period into history, for all adds/deletes/changes, listing the user name, date, time, and nature of the change, for data related to organizations, programs, admission/exit enrollment and completions, university courses, student field experiences, cooperating teacher payments, teacher internship, legal case tracking, certifications, NASDTEC, online document submission, applications, and supporting documentation.

d. The solution shall provide the ability to produce point in time reports. For example, a report listing student eligibilities as of April 1 shall show the same results if it is run on April 1 or any other date post April 1 regardless of program year, requirements will be determined post contract award.

e. The solution should provide all reports in multiple output options. At a minimum, all data reports shall be exportable to csv and pdf, requirements will be determined post contract award.

f. The solution should enable KDE staff users to build reports and select desired fields and placement of fields, add automatic calculations and summary data, store as a saved report template, and share stored template reports with other users, per to be determined requirements that will be captured post contract award.

g. The solution should provide onscreen viewing prior to printing reports.

h. The solution should provide reports in a consistent style including layout and consistent use of fonts and font sizes wherever practical.

i. The vendor should be prepared to provide documentation of each report and data extract as needed by KDE, including an overall description of the content, the impact of any filtering, the level of granularity of each row, the meaning of each field, how each field is related to user interface elements, and any special values such as NULL that may appear in each field.

M. Integration and Interoperability

a. LEAD Interface(s) with Infinite Campus

The solution shall support a process to verify KY public school teachers are licensed for the courses they are teaching

b. Twice Yearly Diversity Import from Infinite Campus

The solution shall import, twice yearly, a data file from Infinite Campus containing teacher course/section data and update relevant data elements in the new solution as appropriate. This is to support KY's requirement that teacher candidates must have a diverse exposure for the 200 observation hours that are required before a teacher can be certified.

c. Annual Teacher Identification Exchange with Infinite Campus

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To support use of the teacher licensure system identification number as the primary teacher ID, the solution shall support a data exchange process that matches teacher data from Infinite Campus, (teacher's name and DOB), to data within the licensure system and returns the teacher identification numbers as part of the file back for import into Infinite Campus.

d. **Yearly Teacher Specialized Certification Report using data from Infinite Campus**

The solution shall support a yearly process, starting with a data extract from Infinite Campus of teachers who are teaching specific courses, for example visual/performing arts/world languages/Health/PE, containing teacher identification number and course code, and supplement this data with certification data to produce an extract of teachers with specialized certifications for the courses they teach.

e. **Weekly Staff Data Import**

The solution shall receive on an ad hoc basis during September and October of each year, updates of professional staff data (PSD) and classified staff data (CSD) from KY's Financial Management System (MUNIS) as an input to the out of field reporting (LEAD) process, and update relevant data elements in the new solution as appropriate.

f. **Daily Organization Codes Interface**

The solution shall have the ability to import school, district and university organizational data from KDE's organization and codes database daily in support of all functional domains in the new system and update relevant data elements in the new solution as appropriate.

g. **Fee Payments Interface**

The solution shall allow registered applicants to submit fee payments through the ePay system while tracking payment status within the solution.

h. **EPP Transcripts Interface**

The solution should support an automated data exchange/import capability to receive EPP transcript updates from the National Student Clearinghouse, and if possible from other major transcript clearinghouses, and update the relevant data elements in the new solution as appropriate.

i. **KY Teachers' Retirement System (KTRS) Deceased Data Import**

The solution shall have the ability import a KTRS "Deceased" data flat file annually in December and update relevant data elements in the new solution as appropriate, in support of the educator licensure management functional domain.

j. **Invalidated Professional Educator Interface**

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The solution shall have the ability to receive and process data from the NASDTEC clearinghouse, in either real time or near real time fashion, in support of the legal case management functional domain.

k. State Course Code Import

The solution shall have the ability to import state course code data from KDE's searchable course code database system in December and update relevant data elements in the new solution as appropriate, in support of the educator licensure functional domain.

l. Praxis Score Interface

The solution shall receive and load Praxis assessment results twice weekly from the Educational Testing Service, (ETS), and update relevant data elements in the new solution as appropriate.

m. Course Code Standard

The solution should allow recording SCED standard course codes alongside KY state course codes (https://nces.ed.gov/scedfinder/).

n. Teacher Prep Standard

The solution should include, or vendor should address plans to include, interoperability with Educator Preparation Providers' systems and Student Information Systems using the Ed-Fi Teacher Preparation Data Model (https://www.ed-fi.org/teacher-prep-data-model/).

o. College Transcript Standard

The solution should include, or vendor should address plans to include, interoperability with transcript providers using the PESC Academic College Transcript standard.

p. Web API

The solution should include, or vendor should address plans to include, web Application Programming Interfaces (APIs) for core functionality, using a current standard such as REST or SOAP, to allow for future interoperability and integration work.

q. Interoperability Standards

System should incorporate national interoperability standards (e.g., Ed-Fi, One Roster, TLS, API) vs proprietary solutions when applicable standard solutions exist.

r. Uniform Administrative Requirements, Cost Principles and Audit Requirements

Vendors providing service under this Contract shall conform and otherwise comply with all Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards as applicable. Requirements are located on the Code of Federal Regulations web page at https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=366afee6cb0855060cf7f2c5d3eae3e7&mc=true&n=pt2.1.200&r=PART&ty=HTML

50.7   Penalties

Penalties will be associated with each deliverable and will be leveraged by reducing the Contractor's invoiced amount by the amount of the associated penalty. If a penalty, or combination of penalties, exceeds the invoiced amount, the remaining penalty will be applied against the next invoiced amount.

Penalties are separate from any retainage and retainage recovery. Commonwealth has the sole discretion to impose the penalties or waive the penalties.

The implementation schedule referenced below will be developed during the planning phase after contract award.

Performance Based Penalties

Penalty #	Requirement Category	SLA Contract Requirement	Penalty/Reduction
1	Key Milestone Dates	Accomplishment of certain specified activities by the key milestone dates, as defined in the implementation schedule, shall be necessary to ensure the project is on track. If, for any reason, the Vendor is delayed in meeting these key milestone dates and a Contract modification or a change request for work plan change is not approved, a reduction in compensation may be assessed, so long as, Contractor has received data and information on a timely basis from the Commonwealth. If the Vendor is delayed or the Vendor contributes to a delay for another Contractor's performance or key milestones, The Commonwealth shall access a reduction in compensation, so long as, Contractor has received data and information on a timely basis from the Commonwealth. Approval of a contract modification or change request for implementation schedule change does not waive the Commonwealth's ability to impose damages and/or reductions in compensation, if warranted by other terms of the contract.	The Commonwealth shall reduce compensation up to two thousand dollars ($2,000.00) per calendar day, or any part thereof, for each of the first ten (10) calendar days of delay in meeting a milestone date or contributing to a delay for another Contractor's performance. The Commonwealth shall reduce compensation up to four thousand dollars ($4,000.00) per calendar day, or any part thereof, for each of the next twenty (20) calendar days of delay in meeting a milestone date or contributing to a delay for another Contractor's performance. The Commonwealth shall reduce compensation up to six thousand dollars ($6,000.00) per calendar day, or any part thereof, for each additional calendar day of delay in meeting a milestone after thirty (30) calendar days or contributing to a delay for another Contractor's performance.
2	Deliverables	Copies of each deliverable, as defined in the approved Detailed	The Commonwealth shall assess and reduce

		Work Plan, shall be delivered to KDE, in final form, on or before the date specified in the approved Detailed Work Plan.	compensation one thousand dollars ($1,000.00) for each calendar day, or any part thereof, that a deliverable is late, which includes delivery on incorrect media.
		KDE may require one (1) paper copy and one (1) electronic copy of all deliverables. The electronic copy shall be compatible with Microsoft Word, or other application software, as requested by KDE, and submitted on the Commonwealth specified media and stored in KDE SharePoint.	The Commonwealth shall assess and reduce compensation an additional one thousand dollars ($1,000.00) for each calendar day, or any part thereof, that a deliverable continues not to meet minimum content requirements or the approved format after its formal rejection by UI when appropriate.
		All deliverables shall be in a format approved by KDE and meet content and accuracy requirements specified or as subsequently defined by KDE.	
		If the Vendor deviates without seeking KDE approval, a penalty shall be assessed.	

IV. Pricing

Milestone/Deliverable	Project Phase	Amount	Estimated calendar days after Contract Award
Upon Contractor's completion of Project Initiation and Kick-Off Meeting and associated implementation and work plans for PHASE 1	Phase 1	$76,086.02	7
Upon completion of System Environment setup for DEV, QA, UAT, TRAINING, and PRODUCTION	Phase 1	$76,086.02	14
Upon Contractor's completion and Department's acceptance of the Requirements Discovery Documentation for PHASE 1	Phase 1	$38,043.01	30
Upon successful data migration for UAT and Production for PHASE 1	Phase 1	$38,043.01	45
Upon Contractor's completion and Department's acceptance of the User Acceptance Testing period for PHASE 1	Phase 1	$38,043.01	61
Upon Contractor's completion and Department's acceptance of System Design, Development, and Configuration for PHASE 1	Phase 1	$57,064.52	61
Hosting/Help Desk Services	Phase 1	$103,706.18	61

Milestone/Deliverable	Project Phase	Amount	Estimated calendar days after Contract Award
Upon completion of providing staff with initial training on the system for PHASE 1	Phase 1	$19,021.51	61
Upon Contractor's completion of Project Initiation and Kick-Off Meeting and associated implementation and work plans for PHASE 2	Phase 2	$19,021.51	61
Upon Contractor's completion and Department's acceptance of the Requirements Discovery Documentation for PHASE 2	Phase 2	$19,021.51	91
Upon successful data migration for UAT and Production for PHASE 2	Phase 2	$38,043.01	106
Upon Contractor's completion and Department's acceptance of the User Acceptance Testing period for PHASE 2	Phase 2	$38,043.01	122
Upon Contractor's completion and Department's acceptance of System Design, Development, and Configuration for PHASE 2	Phase 2	$38,043.01	122
Upon completion of providing staff with initial training on the system for PHASE 2	Phase 2	$19,021.51	122

Milestone/Deliverable	Project Phase	Amount	Estimated calendar days after Contract Award
Upon Contractor's completion of Project Initiation and Kick-Off Meeting and associated implementation and work plans for PHASE 3	Phase 3	$19,021.51	122
Upon Contractor's completion and Department's acceptance of the Requirements Discovery Documentation for PHASE 3	Phase 3	$19,021.51	152
Upon successful data migration for UAT and Production for PHASE 3	Phase 3	$38,043.01	167
Upon Contractor's completion and Department's acceptance of the User Acceptance Testing period for PHASE 3	Phase 3	$22,825.81	184
Upon Contractor's completion and Department's acceptance of System Design, Development, and Configuration for PHASE 3	Phase 3	$34,238.71	184
Upon completion of providing staff with training on the system for PHASE 3	Phase 3	$7,608.60	184
Upon Contractor's completion of Project Initiation and Kick-Off Meeting and associated implementation and work plans for PHASE 4	Phase 4	$7,608.60	184

Milestone/Deliverable	Project Phase	Amount	Estimated calendar days after Contract Award
Upon Contractor's completion and Department's acceptance of the Requirements Discovery Documentation for PHASE 4	Phase 4	$7,608.60	213
Upon successful data migration for UAT and Production for PHASE 4	Phase 4	$15,217.20	228
Upon Contractor's completion and Department's acceptance of the User Acceptance Testing period for PHASE 4	Phase 4	$15,217.20	245
Upon Contractor's completion and Department's acceptance of System Design, Development, and Configuration for PHASE 4	Phase 4	$15,217.20	245
Upon completion of providing staff with training on the system for PHASE 4	Phase 4	$7,608.60	245
Upon Contractor's completion of Project Initiation and Kick-Off Meeting and associated implementation and work plans for PHASE 5	Phase 5	$3,804.30	245
Upon Contractor's completion and Department's acceptance of the Requirements Discovery Documentation for PHASE 5	Phase 5	$3,804.30	274

Milestone/Deliverable	Project Phase	Amount	Estimated calendar days after Contract Award
Upon successful data migration for UAT and Production for PHASE 5	Phase 5	$7,608.60	289
Upon Contractor's completion and Department's acceptance of the User Acceptance Testing period for PHASE 5	Phase 5	$7,608.60	320
Upon Contractor's completion and Department's acceptance of System Design, Development, and Configuration for PHASE 5	Phase 5	$7,608.60	320
Upon completion of providing staff with training on the system for PHASE 5	Phase 5	$7,608.60	320
Total		**$864,566.39**	

ANNUAL OPERATIONS

	Annual Cost per Year
1. Hosting 2. Annual operation 3. Maintenance 4. Support as described in the Service Level Agreement Exhibit B - SLA 5. Licensing **6.** Additional enhancements of the proposed solution as required by state and federal statutes and regulations**.**	**$148,151.68**

Custom Development Services	Hourly Cost
Cost shall be on an hourly basis; the hourly rate shall be a blended hourly rate. All expenses; personnel and all travel including but not limited to airfare, lodging, meals, parking and rental car shall be included as part of the blended rate and not identified separately.	$190.00

V. Approvals

This Contract is subject to the terms and conditions as stated. By executing this Contract, the parties verify that they are authorized to bind this agreement and that they accept the terms of this agreement.

This Contract may be executed electronically in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same Contract.

This Contract is invalid until properly approved and executed by the Finance and Administration Cabinet.

1st Party: <u>Kentucky Department of Education</u>, ("the Commonwealth" or "Customer" or "KDE")

karen wirth

Director

_____
Printed name

_____
Title

karen wirth
718A80FF507E451...

3/25/2021

_____
Signature

_____
Date

2nd Party: <u>R & A Solutions, Inc. (dba) RANDA Solutions</u>, as Contracting Agent ("Contractor" or "Vendor" or "RANDA")

Martin Reed

CEO

_____
Printed name

_____
Title

Martin Reed
7C55B48D1CF5488...

3/25/2021

_____
Signature

_____
Date

**Approved by the Finance and Administration Cabinet
Office of Procurement Services**

Joan Graham
_____
Printed name

Executive Director
_____
Title

Joan Graham
108D2A328E594E8...

3/29/2021

_____
Signature

_____
Date

<u>Attachments:</u>
ATTACHMENT A – This Document
ATTACHMENT B – Intentionally Left Blank
ATTACHMENT C – Intentionally Left Blank

ATTACHMENT D – Intentionally Left Blank
ATTACHMENT E – The Protection of Personal Information Security and Breach Investigation Procedures and Practice Act (KRS 61.931)
ATTACHMENT F – Intentionally Left Blank
ATTACHMENT G – Intentionally Left Blank
ATTACHMENT H – KETS Technical Environment Documents Ver 4
ATTACHMENT I – Intentionally Left Blank
ATTACHMENT J – Intentionally Left Blank
ATTACHMENT K – Intentionally Left Blank
ATTACHMENT L – Intentionally Left Blank
ATTACHMENT M – KEPRS Technical Guide for Program Review

ATTACHMENT E
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, the Commonwealth Office of Technology and the NG-KIH Program Office of a determination of or knowledge of a breach, unless the exception set forth in KRS 61.932(2)(b)2 applies and the vendor abides by the requirements set forth in that exception.

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

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

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

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

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