



Commonwealth of Kentucky SOLICITATION MODIFICATION

Addenda: Yes

Addenda #: 2

TITLE: SNAP Employment and Training		
Date Issued: 11/26/18 Record Date: 2018-11-26	Solicitation Closes Date: 1/4/19 Time: 14:00	Solicitation No: RFP 531 1900000141
Online Bidding Prohibited: Yes		
For Information Call: Lori Miller 502-564-2663		Bid Receiving Location: Education & Workforce Development Lori Miller 300 Sower Blvd, 4th Floor Frankfort KY 40601
Vendor Customer Number: Vendor Name: Phone Number: Fax Number: Email Address:		
Ordering Address: City, State, Zip: Contact Name: Contact Email: Contact Phone Number:	Payment Address: City, State, Zip: Contact Name: Contact Email: Contact Phone Number:	
Ownership Type ___ Sole Proprietorship ___ Partnership ___ Corporation ___ Other		

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

Signature X _____ FEIN# _____ Date _____

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



Commonwealth of Kentucky
SOLICITATION MODIFICATION

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Line Items

Commodity Group: Default

Line	CL Description	Quantity	UOM	Unit Cost	Line Total or Contract Amnt
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1 PSC-Education and Training Consulting

Comm Code	Comm Description	Manufacturer	Model #	Manuf Part #
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91838PS PSC-Education and Training Consulting

Extended Description

The Education and Workforce Development Cabinet/ Office of Employment and Training seeks proposals from qualified entities to provide direct services related to job placement, work readiness activities, and development of employability skills to individuals enrolled in the SNAP Employment and Training and PATH Community Engagement in the Bluegrass Local Workforce Area, consisting of seventeen (17) counties.

Shipping Information			Billing Information		
EC Employment And Training-Frankfort			EC Employment And Training-Frankfort		
275 E Main St Mailstop 2CA			275 E Main St Mailstop 2CA		
Frankfort	KY	40601	Frankfort	KY	40601



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Submission Checklist

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

Item

Provide three requirements as listed in the T&C

Provide responses as listed in the T&C

Provide responses as listed in the T&C

Proposed cost solution under sealed cover and by closing date and time

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ADDENDUM #1

This addendum serves to extend both the question/answer due dates as well as the Proposal due date. This will also serve to change the effective date in Section 10.30.

Please see information/ changes, which follow Section 10.50.

PROPOSAL SUBMISSION CHECKLIST

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

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

_____ SIGNED AND COMPLETED SOLICITATION (Section 8.10 of this RFP)

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

**_____ *PROPOSED SOLUTION (COST) UNDER SEALED COVER AND BY CLOSING DATE
Section(s) 8.00 and 8.20 of this RFP**

_____ TRANSMITTAL LETTER – Section 8.10 of this RFP

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

_____ REQUIRED AFFIDAVIT(S) – Section 8.10 of this RFP

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

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**Education and Workforce Development Cabinet
Supplemental Nutrition Assistance Program (SNAP) Employment and Training
RFP 531 1900000141**

The Education and Workforce Development Cabinet/ Office of Employment and Training seeks proposals from qualified entities to provide direct services related to job placement, work readiness activities, and development of employability skills to individuals enrolled in the SNAP Employment and Training and PATH Community Engagement in the Bluegrass Local Workforce Area, consisting of seventeen (17) counties, , which include Harrison, Mercer, Nicholas, Powell, Lincoln, Boyle, Franklin, Scott, Estill, Jessamine, Garrard, Anderson, Fayette, Woodford, Bourbon, Madison, and Clark counties.

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

A contract, based on this RFP, may or may not be awarded. Any contract award from this RFP is invalid until properly approved and executed by the Finance and Administration Cabinet and filed with the Legislative Research Commission, Government Contract Review Committee.

1.00 Purpose and Background

Currently, the Labor Participation Rate in Kentucky is 59.1%. With employers looking to expand or bring their business to Kentucky, and more than 115,000 jobs available in Kentucky, OET is executing a plan to reach the untapped labor pool of SNAP and Medicaid recipients who are able-bodied individuals within the working age population who are not providing care to dependents. The expected result is that through SNAP E&T and PATH Community Engagement, this targeted population will be provided necessary skills essential to be work ready and referred to opportunities for employment.

In the counties specifically listed above, OET estimated the population that will seek SNAP E&T and PATH Community Engagement service through the Kentucky Career Center System to be between 16,000 and 17,000 annually. Additionally negotiated counties could include an additional population of 5,000-7,000 participants.

To this end, OET is seeking proposals from entities to perform workforce services as outlined in the Scope of Work.

The Office of Employment and Training (OET) is an agency within the Department of Workforce Investment. OET is a partner in the network of Kentucky Career Centers (KCC), the storefront of its workforce system. The agency administers federally funded programs through the Department of Labor that provide employment and training-related services to the citizens of Kentucky.

OET is a multi-faceted organization that is dedicated to and charged with the responsibility of meeting the Commonwealth's workforce needs through an efficient customer-driven delivery system for job seeker services, employer services, unemployment insurance, job training, labor exchange and labor market information.

OET provides an array of high quality, professional services to job seekers, employers and unemployment insurance claimants that will result in economic stability for the customer and further the economic wellbeing of the Commonwealth. These services include the provision of Unemployment Insurance (UI) benefits to eligible claimants, employment counseling, testing, career assessments, job search assistance and placement services to all citizens, as well as training programs for workers with barriers to employment.

All of the programs in OET are funded by federal grants, with primary revenue sources derived from the UI program, the Workforce Innovation and Opportunity Act (WIOA) and the Employment Services (ES) program. OET does not currently receive state general fund dollars to supplement federal money for program administration or operation.

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OET also receives funds to administer several smaller programs that are related to WIOA, UI and ES, including Veterans' Employment and Training services, Alien Labor Certification and Work Opportunity Tax Credit. OET also refers eligible individuals to training programs under the Trade Adjustment Assistance/Transitional Readjustment Allowances Programs. These programs provide temporary income through UI-type benefit payments to individuals who are unemployed through no fault of their own, and assistance for job training to upgrade skills and return to the labor force.

The agency's vision of promoting a highly skilled workforce is imperative for success in today's economy. Kentuckians who are well educated and develop the skills they need to thrive as citizens in a competitive work environment hold the key to prosperity for themselves, the businesses that employ them, and the state as a whole.

SNAP E&T

The Supplemental Nutrition Assistance Program (SNAP) Employment and Training (E&T) program helps individuals receiving SNAP benefits obtain employment through participation in job search, training, education, or workfare activities that promote self-sufficiency. The opportunities in SNAP E&T allow the participants to gain skills, training or experience that will improve their employment prospects and reduce their reliance on SNAP benefits.

The Goals and Objectives of SNAP Employment and Training Program for SNAP participants are as follows:

1. To thoroughly assess eligible clients to determine strengths, transferable skills, and barriers to employment, in order to make appropriate referrals where clients can be successful.
2. To help eligible clients prepare for, obtain, and succeed in self-sustaining employment in a high demand industry.

PATH Community Engagement

Kentucky HEALTH is the Commonwealth's new program for some adults on Medicaid. The goal of Kentucky HEALTH is to offer a customized path for each person in the program that will lead to a better quality of life. This means some people receiving Kentucky HEALTH will need to participate in community engagement ("PATH") activities to keep their medical benefits. PATH Community Engagement is the community engagement part of Kentucky HEALTH and stands for "Partnering to Advance Training and Health." This includes looking for a job, volunteering, caregiving for an elderly family member, job training, participating in substance abuse treatment, enrolling in classes, or working.

Kentucky HEALTH is working with career centers and adult education agencies across the Commonwealth to connect beneficiaries to resources that will help them find and pay for school, gain skills that employers are looking for, and find suitable jobs.

The Goals and Objectives of PATH Community Engagement for Medicaid Beneficiaries participation are as follows:

1. To thoroughly assess eligible clients to determine strengths, transferable skills, and barriers to employment, in order to make appropriate referrals where clients can be successful.
2. To help eligible clients prepare for, obtain, and succeed in self-sustaining employment in a high demand industry.

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2.00 Scope of Work

It is the intent of this Request for Proposal (RFP) to secure proposals for entities to directly perform workforce services through the Kentucky Career Center to SNAP E&T Participants and PATH Community Engagement Medicaid Beneficiaries. The primary purpose of these services must be employment and outcomes will be measured. These elements are defined below:

- Serve as the organization delivering allowable KY HEALTH Community Engagement Activities as defined by the Cabinet of Health and Family Services and The Department of Workforce Investment to Medicaid Beneficiaries residing in the seventeen counties of the Bluegrass Workforce development area, coordinating these efforts through the one-stop system of the Kentucky Career Centers Comprehensive center, affiliate sites, and other venues easily accessible to the service population. Medicaid Beneficiaries are individuals determined eligible for participation by the Department of Community Based Services. Service providers under this contract will not determine, process or be in any way responsible for Medicaid eligibility.
- Serve as the organization coordinating and case managing allowable Supplemental Nutrition Assistance Program Employment and Training services as defined by the Cabinet for Health and Family Services and Department of Workforce Investment to SNAP Recipients residing in the seventeen counties of the Bluegrass Workforce development area, coordinating these efforts through the one-stop system of the Kentucky Career Center's comprehensive or affiliate sites, and other venues easily accessible to the service population. SNAP E&T Beneficiaries are individuals determined eligible for participation by the Department of Community Based Services and who volunteer for participation in the SNAP E&T program. Service providers under this contract will not determine, process or be in any way responsible for determining or adjudicating SNAP eligibility.

Upon initial selection of a successful proposal, OET retains the right to negotiate with the successful organization to modify the proposal and determine the terms of the contract before the award becomes final. If such negotiations fail to produce an agreement, OET reserves the right to retract their approval of that proposal and select another proposal.

By submitting a proposal, the applicant assures OET that the applicant will work cooperatively and effectively with OET staff as well as any entities that partner with the state and the local workforce development board within the Bluegrass area.

PATH Community Engagement Program

The KY HEALTH PATH Community Engagement (CE) program shall serve all Medicaid beneficiaries that are deemed eligible to receive benefits and that request services in the identified seventeen county region listed in coordination with OET. The provider shall conduct initial and ongoing case management activities targeted for PATH CE Medicaid beneficiaries as defined in the Medicaid state plan. These activities shall include, but not necessarily be limited to:

RESPONSIBILITIES:

- Refer individuals to appropriate suitable job opportunities.
- Assist beneficiaries with the use of KEE Suite, the statewide Case Management System, also the system of record for capturing performance metrics.
- Provide services to Kentucky HEALTH beneficiaries out of career centers where all core partners are present, in satellite offices where appropriate and emphasizing the use of virtual communication technology, such as zoom or Skype, as well as phone communications in the delivery of case management services to maximize the reach of available subcontractor staff and resources and to make services accessible and cost effective
- Perform Comprehensive assessment and periodic reassessment of individual needs and related activities
- Identify strengths, weaknesses, and barriers and develop individual plans to address them
- Screen, and refer as needed, for all WIOA/SNAP/KYHEALTH programs available throughout the Bluegrass area providing appropriate and comprehensive integrated services
- Communicate and make referrals to other agencies and programs, as appropriate
- Utilize the KEE-Suite Staff Connect System to properly document interfaces with the client, referrals made and participation hours, including appropriate validation of such information

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- Identify and develop opportunities and partnerships that may assist the progress of Medicaid CE beneficiaries towards independence from public assistance
- Provide information upon request of and in the format required by OET concerning all the services including information for required reports
- Respond to all monitoring reports of non-compliance within the designated timeframe
- Follow policies and procedures established by OET to provide an interpreter or translator for Medicaid CE beneficiaries who are limited in English proficiency. No KY HEALTH beneficiary, in accordance with Section 601 of Title BI of the Civil Rights Act U.S.C. Section 2000 et, sequence, shall be:
 - Denied services due to discrimination or be subject to discrimination;
 - Provided different services or provided services differently from others in the program; or
 - Segregated or treated separately in any way in their receipt of any type of service.
- Attend meeting upon request at mutually convenient times
- Provide appropriate training, and certify that all staff who serve Medicaid beneficiaries will have completed all required trainings. Trainings may include but are not limited to:
 - KEE_Suite Staff Connect: The Kentucky Engagement Enterprise
 - FOCUS: A Burning Glass Product to help customers build resumes and match job seekers to available jobs based on Work History, Education, and Skills.
 - LMI: Understanding the influence of industry growth on the economy and on other industries, impacting the supply and demand of labor in a certain geographical location.
 - CASE MANAGEMENT: Understanding all aspects fo working with customers who have barriers, and coaching these individuals toward success, and doing so in a customer friendly manner.
 - Submit all marketing materials via email to OET Communications Director.
 - Comply with all guidelines for the KY HEALTH program. Information on KY HEALTH can be found at www.kentuckyhealth.ky.gov.
 - Utilize, in full, KEE-SUITE for case management activities under this contract as functionality expands.
 - Maintain ADA compliance
 - Collect and report performance metrics identified in the Performance Measurements, Reporting and Evaluation section, as well as, other metrics agreed upon for the KY HEALTH CE beneficiaries served under this contract.

SNAP Employment and Training Program

1.

RESPONSIBILITIES:

- Operate a SNAP E&T program in the seventeen counties of Bluegrass Workforce Development Area in partnership with OET to provide employment opportunities for SNAP E&T recipients by assisting in the development or upgrade of skills necessary to obtain and retain suitable employment.
- Provide appropriate services and opportunity to all mandatory time-limited Able-Bodied Adults Without Dependents (ABAWDs) who volunteer to participate in the SNAP E&T program in the seventeen counties within the Bluegrass area.
- The SNAP E&T program shall conduct initial and ongoing case management activities for SNAP E&T participants. These activities may include but are not limited to:
 - Refer individuals to suitable job opportunities.
 - Scheduling appointments and completing an assessment;
 - Identifying strengths, weaknesses, and barriers;
 - Assist with the removal of barriers;
 - Develop and updating the employment plan;
 - Validate and tracking participation in components;
 - Initiate requests for transportation assistance payments;
 - Document all events impacting SNAP E&T services, face to face meetings and participation hours in KEE Suite;
 - Identify employment opportunities that can help the SNAP E&T recipient progress towards independence from public assistance;
 - Place participants in a SNAP E&T component timely;
 - Make referrals to SNAP E&T contracted providers;
 - Make referrals to other agencies and programs, as appropriate;
 - Develop SNAP E&T Job Opportunities;
 - Refer good cause requests to the Department for Community Based Services (DCBS);
 - Provide information upon request of and in the format required by OET concerning all the services including information for required reports;

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- Respond to all monitoring reports of non-compliance due to program infractions within the designated timeframe;
- Develop and monitor workfare slots to ensure service provision for all participants in an appropriate manner;
- Follow policies and procedures to provide an interpreter or translator for SNAP E&T individuals who are limited in English proficiency. No SNAP E&T recipient, in accordance with Section 601 of Title VI of the Civil Rights Act U.S.C. Section 2000 et, sequence, shall be:
 1. Denied Services or be subject to discrimination;
 2. Provided different services or provided services differently from others in the program; or
 3. Segregated or treated separately in any way in their receipt of any type of service;
- Attend meetings with Department of Workforce Investment (DWI), Cabinet for Health and Family Services (CHFS), or Department of Community Based Services (DCBS) upon request; and
- Provide all staff with appropriate training in the program for services provided.
- Manage SNAP E&T participation through the KEE Suite;
- Receive communication from the DWI staff and other SNAP E&T partners as necessary.
- Make and accept referrals and communicate through KEE-SUITE regarding participation and supportive service needs of the participants.
- Ensure that all marketing materials are approved by the OET communications director.
- Comply with all rules and procedures as described in the most recent SNAP Employment and Training Partner Handbook. The Handbook may be updated periodically. This is available by request by emailing Maribeth Schneber-Rhemrev, at mschneberrhemrev@ky.gov.
- Maintain ADA compliance;
- Track and report customer satisfaction results; make necessary changes to address customer satisfaction deficiencies.

Required Components:

To provide Medicaid CE and SNAP E&T services, successful bidders will need to provide the following components:

- # Conduct Quality Assurance document reviews for the Bluegrass area and up to 15 additional counties. Quality Assurance involves reviewing a random selection of citizen submissions to the KEE-Suite system for completion and obvious errors. The Cabinet estimates that quality assurance may require the efforts of up to one full-time employee.

Service Coordination and Continuous Quality Improvement

- # Make available all basic career services to all clients.
- # Coordinate the delivery of services of participating Medicaid CE and SNAP E&T partners and providers in all seventeen counties served in the Bluegrass Workforce development Area. This coordination of services may involve multiple offices and/or service outlets, including a certified full-service career center or affiliate career center, over the phone, through virtual communication technology, such as Zoom, Skype, or FaceTime.
- # Foster a culture of collaboration and excellent customer service that promotes delivery of the innovative, high quality workforce development services to all customers of the workforce development system.
- # Collect, review and assess customer satisfaction results through random sampling on a quarterly basis.
- # Maintain accurate and timely data into the KEE-Suite System, completing all processes for data entry within 10 days of when the activity occurred.
- # Marketing/Social Media
- # Carry out marketing/outreach efforts as coordinated with and directed by OET Communication Director.
- # Ensure marketing/outreach efforts align with State branding and CHFS regulations.

Collaboration and Communication

- # Foster a culture of collaboration and excellent customer service that promotes delivery of the innovative, high quality workforce development services to all customers of the workforce development system,

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Characteristics

Entities that apply should possess and have demonstrated, as evidenced by written example, the following characteristics:

1. Competent management skills
2. Commitment to excellent customer service
3. Cooperative culture among management and staff
4. Commitment to the integrated service delivery model
5. Willingness to partner with others
6. Flexibility and adaptability
7. Fiscal Integrity

Required Staff

Employees who work under this contract will be required to work directly with the public as a Kentucky Career Center staff. As such, providers will be a part of the One Stop delivery system and will be expected to assist in the delivery of basic career services as defined by the Workforce Innovation and Opportunity Act. The coordination for delivering such services in intake, assessment, and referrals is established through the one-stop operator and must be adhered to. Provider will be required to sign a Memorandum of Understanding (MOU) displaying how employees will contribute to the overall workforce goals, performance measures, and customer satisfaction. Appointment of employees requires careful consideration and must be made thoughtfully and with an understanding of the state's workforce system, and two-fold approach to serve both job-seekers and employers.

The staff required to deliver Direct Workforce Services includes:

- **Community Engagement Career Coach**

These staff will be the first and primary contact for PATH CE and SNAP E&T clients as they enter the KCC and will provide the career advising and case management services described in this request for proposals in all seventeen counties of the Bluegrass service area. Career Coach(s) are the central and most important component of the workforce development network. Career Coach work with job-seeking clients to understand their circumstances, aptitudes, skills, interests, barriers, and career objectives through the assessment process, and then use the information to place or refer clients to the services that will carry them to their career objective: suitable employment. Career Coach will connect clients with many of these services through knowledgeable referrals to partner agencies or providers within the workforce development network. Even after referring clients to other service providers, Career Coach are expected to assist with team-based case management and be part of each client's decision-making and problem solving upon client request.

A successful Career Coach will build effective, trust-based relationships with clients that result in suitable job placements, while maintaining current knowledge of the labor market and demand occupations in their service area, and nurturing ongoing, communicative partnerships with other entities within workforce development, training, and education. *Labor Insights*, *Focus Explorer* and other such tools should be used to obtain an accurate understanding of the Labor Market.

These attributes will become the Career Coach(s) "tools" that he/she uses to provide re-employment and coaching services to clients.

- **Opportunity Manager Career Coach**

The successful bidder will need to designate at minimum a half-time position as Opportunity Manager Career Coach who will be responsible for developing and facilitating allowable workshops within the service area. Workshops must be available regularly and through venues such as Skype or Zoom in order to serve those with transportation barriers. The Career Coach must work with local partners to ascertain the appropriate type, frequency, and duration of offerings. The Opportunity Manager Career Coach will be responsible for publicizing the local workshop, recruiting attendees, arranging for employer engagement and participation, and facilitating the actual Workshops.

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The Opportunity Manager Career Coach must work closely with the KCC staff and community partners as not to duplicate content of workshops already being offered.

- **Business Services Team (BST) Career Coach**

The successful bidder will need to designate at minimum a Full-time position as Business Services Team (BST) Career Coach for the purpose of serving on the Bluegrass BST and reaching out to employers within their service counties, to determine employers' workforce needs and communicate those needs to their job seeking clients and other Career Coach(s). The contractor's BST Career Coach(s) will collaborate with other Career Coach(s), community leaders, educational institutions, local partners, and the Bluegrass Workforce Investment Board to identify and develop action plans to meet local employers' needs. As a part of their collaboration with workforce system partners, the contractors' business service representatives must coordinate with the Bluegrass area's Business Services Team and follow appropriate processes for contacting local employers.

- **Other Required Staff**

The successful bidder has flexibility to organize its staff to provide successful service integrated in the Kentucky Career Center system, in coordination with OET, other KCC partner and the One Stop Operator staff. The successful bidder will need to provide an appropriate ratio of Career Coach Supervisor(s) to Career Coach(s) to manage, lead, and oversee the activities and functions of all other Career Coaches. It is the expectation that those who are Career Coach Supervisors will also manage a case load of their own and will continue to work directly with clients, with their supervisory duties being secondary to these functions. Leadership of all other staff and services will include: providing strategic guidance and planning for staff; ensuring that performance and productivity goals are met; overseeing the quality of services provided; ensuring that proper records are kept and documentation within the KEE-Suite system is entered accurately, ensuring that the DWI policies, federal regulations, and other relevant rules are adhered to.

In discussing the ability to provide required staffing under this proposal, bidders must:

- Describe their plan to ensure that staff members are well-trained and ready to implement an integrated service delivery system by March 1, 2019 for both SNAP E&T and PATH CE.
- Describe their customer service experience and discuss any experience with handling complaints and/or concerns from customers and providing team based case management.
- Describe their experience with serving customers who are recipients of government assistance and those with extreme barriers.
 - Describe specific example of previous project with evidence of return on investment.
 - Describe specific example of strategy to promote efficiency

Additional Requirements for all staff of the successful bidder:

- Participate in required trainings
- Participate in technical assistance activities provided by Bluegrass area "super users".
- Achieve specific levels of competencies for certain services as evidenced by completion of assessments related to the trainings upon the completion of the training session.

Physical Facilities

Organizations submitting proposals are required to locate their services in the full-service career center and encouraged to locate in some of the existing Kentucky Career Center office(s) in the Bluegrass Workforce Development Area in counties with offices. Those offices are listed below:

- **Full-Service Career Center**

A Full-Service Career Center is a workforce center that has been so designated by the Bluegrass Workforce Investment Board after meeting criteria established by the Commonwealth of Kentucky and the Bluegrass WIB, and completing the application and certification process. Address of 100 Technology Dr.; Suite 2 Georgetown, KY 40324. Current Leasing cost for this center is \$9.23 s/f.

Affiliate Career Centers

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An Affiliate Career Center can be any location where two or more of the five core partner agencies (Office of Employment and Training, Office of Vocational Rehabilitation, Office for the Blind, Workforce Innovation and Opportunity Act - Title I-B, and Adult Education) in the Kentucky Career Center (KCC) network provide services and maintain a regular schedule during operating hours. To place staff into the current affiliate sites, the successful bidder would need to work with the Bluegrass One Stop Operator and the Bluegrass WIB to determine available space and occupy such space.

Community Access Points

Services must be offered in all seventeen Bluegrass WIB counties, regardless of whether there currently exists a career center. Additional office locations will be left up to the discretion of the winning bid with prior consultation with DWI. DWI encourages the winning bidder to utilize existing community sites to reach clients who have transportation barriers.

- The successful bidder will also need to assign quality assurance responsibility to staff as described above.

Remote Access

Services in remote counties and across the area may also be offered through the use of virtual technology with programs such as Skype and Zoom. The winning Bidder must present a plan to address how these services will be provided to those customers with low digital literacy.

KEE-Suite System

The successful bidder will use the KEE-Suite system as the case management and reporting system. During the services duration time of this RFP, all of the successful bidder's staff who are performing these services will receive a user license for KEE-Suite at no cost during the duration of the initial contract with successful bidder.

Performance

The specific levels of performance that will be deemed as successful will be discussed and identified during the contract negotiations that precede the final contract awards. The initial period of contract performance will be March 1, 2019, through June 30, 2019. However, first year performance will be used as a baseline to develop yearly standards.

Performance is measured against the goals, objectives, and standards attached to each funding stream that it administers. The highest priority of OET is to perform activities that directly lead to a customer obtaining suitable employment, which in turn increases the labor participation rate across the state. Local Performance measures are collected system wide through the KEE-Suite System. The successful bidder will be responsible for contributing to this data collection. As of the issuance of this RFP, Local Performance data elements include numbers of:

- Employers attending Hiring Event
- Number of Career Coach Referrals to:
 - # Kentucky Skills U
 - # Office of Vocational Rehabilitation, Education and Workforce Cabinet
 - # Veterans Program, Office of Employment and Training
 - # Workforce Innovation and Opportunity Act (WIOA)
- external training partner/program
- Number of Referrals to Suitable Employment
- Number of Employer Partner/Partnerships
- Number of Credentials Attained
- Total Cost of Service per Participant
- Number of individuals who obtain suitable employment as a result of activities performed in the scope of service.

SNAP E&T and PATH CE Performance

The first fiscal year, FY 19 (October 1, 2018 – September 30, 2019), will be used as a baseline to set performance goals. Performance measurements will be discussed and negotiated after the baseline year.

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Additional information for each of the SNAP E&T and PATH CE populations will be collected and reported monthly by the successful bidder and shall include but not be limited to:

- The number of recipients referred by DCBS
- The number of recipients assessed
- The number and percentage of eligible recipients that completed an activity, including training, education, work experience, on the job training or any other activity that a referred recipient has been referred to as part of their individual plan
- The number and percentage of eligible recipients to obtain an industry recognized credential, including an apprenticeship, or a regular secondary school diploma or its recognized equivalent while participating in the number and percentage of eligible recipients to obtain an industry recognized credential, including an apprenticeship, or a regular secondary school diploma or its recognized equivalent anytime while receiving services or up to 1 year after receiving services.
- The number and percentage of eligible recipients or assessed as needing educational or training programs who are enrolled in educational or training programs that are intended to lead to an industry recognized credential
- The number or recipients who have completed and received a high school degree (or high school equivalency) prior to being provided with services

Performance will be collected using the KEE-Suite system.

Additional Requirement for bidders that provide other services to the Kentucky Medicaid program

If a bidding entity is engaged by the Cabinet for Health and Family Services to provide services to the Medicaid population, the bidder must include an explanation of what firewalls will be put in place between the provision of PATH CE services and the other Medicaid services to ensure that the entire PATH CE population in the responsible counties are served and to minimize any conflicts-of-interest that might exist in providing PATH CE services simultaneous to the provision of other Medicaid services. This element should be included in Section D below as a part of the description of your organization's overall financial capabilities to provide the proposed services.

3.00 Evaluation Criteria

The Office of Employment and Training will evaluate the proposals based on the following evaluation factors: Administrative Requirements, Provision of Services to SNAP/Medicaid Recipients, and Provision of Direct Workforce Services. Answer all the questions below. Full or partial points will be awarded for the response to each narrative question.

Section A - Administrative Requirements (15 points possible)

To be responsive, a bidder must provide the following three requirements.

An organizational chart by staff and function.

All organizations that are private, for-profit or not-for-profit should be able to provide documentation of their registration under either Kentucky or their respective state's Secretary of State's office.

All bidders are required to provide their DUNS number. The application review will verify that the bidders are not on the federal debarred/suspended list.

Section B - Questions Regarding Provision of Medicaid CE/SNAP E&T Services (50 total points possible)

Please keep your answers under 500 words per question.

Identify all seventeen counties in which you propose to serve as the PATH CE/SNAP E&T Direct Service Provider and the specific service location(s) (Full-Service Career Center[s], Affiliate Career Center[s], and/or Workforce Services Office[s]) where you would serve and other methods of providing service. (5 points)

Are you going to provide services at the sites listed under Physical Facilities which may require formal lease agreements? Explain. (Include each of the facilities identified in question b.i. above.) (5 points)

Explain the depth of your organization's knowledge and experience with the PATH CE/SNAP E&T/WIOA Services. Please include any additional experience with programs that include a work requirement. (10 points)

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Describe your organization's experience managing communication, accountability, and reporting between multiple agencies and providers. (15 points)

Describe your experience in providing first impression/customer service, service coordination/continuous quality improvement, outreach/use of social media, and business services. (15 points)

Section C - Questions Regarding Provision of Direct Workforce Services (155 total points possible)

Please keep your answers under 500 words per question.

Describe the needs of the target group in the seventeen county area of the Bluegrass Workforce Development Area as related to workforce (5 points)

Describe the aspects of case management on which your agency places the greatest value. (15 Points)

Describe how the career planning and talent development services your organization will provide a lasting impact on the needs of the job seekers in your service area. (20 points)

Describe the workforce needs of the employers in your service area. This must include demonstrated understanding of the local economic and workforce needs of the community. (20 points)

Demonstrate your organization's ability to provide the required components of Direct Workforce Services including workshops and community engagement through this contract that highlights collaboration with education and economic development to support the economic development goals of the community. (15 points)

Describe the strategies your organization will use to develop customized trainings to meet the needs of employers, while allowing for cohorts to be trained simultaneously. (15 points)

Describe the strategies your organization will implement that will provide innovative solutions in all aspects of service delivery. (20 points)

High-growth jobs in targeted sectors and emerging careers is a priority WIOA law. Training funds, in an amount to be determined, to support training in these priority sectors will be available for the clients served through the contract related to this RFP. Describe how your Direct Workforce Services will identify and recruit the best referrals for these trainings, including those who are advancing within career pathways. (20 points)

Discuss the media and other specific message vehicles and activities you will use. Please include any specific and innovative outreach opportunities that exist or need to be created in your community. (15 points)

Identify the number of Career Coach(s) to be stationed at each location and list their qualifications and credentials. Include all credentials that specifically address the skills and competencies needed to perform the work of a Career Coach. (10 points)

Section D – Questions Regarding Financial Capabilities (75 total points possible)

Please describe your organization's overall financial capabilities to provide the proposed services and any experience executing multiple federal grants. Please include experience of fiscal management and oversight by corporate as well as subsidiary/affiliate companies. A bidder must provide two (2) years of audited financial history. Adequate documentation must include recent audit reports, the entity's Comprehensive Annual Financial Report (CAFR), an independent CPA review, tax records or another recognized review of accounting process and procedures. Bidders shall provide the status of any costs that have been questioned related to fraudulent activity or any other reason and/or disallowed by any state and/or federal agency within the past five (5) years by corporate or subsidiary/affiliate companies. Bidder must provide the name of the agency, the amount of disallowed costs disputed, and the nature of the disallowed costs, the bidder's position as to the disputed disallowed costs, and the current status of any review process, dispute process and/or corrective action plan that is in place related to the disputed disallowed costs. (50 points).

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Please provide full history of federal and/or state grants management, including required information of any disallowed costs for the past five (5) years. (25 points).

Section E- Cost (25 points possible)

Cost reasonableness – budget narrative must demonstrate the reasonableness and necessity for requested funding. Please include detailed Salary, Fringe, and Indirect costs in a budget format that clearly identifies anticipated expenses accordingly (25 points).

4.00 Schedule of RFP Activities

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

Written questions and Offeror Conference are optional. Agency may choose to do either, both or none. Revise the schedule accordingly.

Release of RFP	11.14.18
Written Questions due by: 2:00 P.M.	11.21.18 11.30.18
Anticipated Commonwealth Response to Written Questions	11.28.18 12.7.18
Proposals Due by: 2:00 P.M.	12.7.18 1.04.19
All bidders are cautioned to be aware of the security in the 300 Building located at 300 Sower Blvd Frankfort, Kentucky . All bids shall be time stamped in the Office of Administrative Services no later than the due date and time defined in this Solicitation. In person or courier delivered bids in response to this Solicitation shall be delivered to Office of Administrative Services, 4th Floor (4CSE11) . Delays due to building security checks shall not be justification for acceptance of a late bid.	
*NOTE: ALL TIME REFERENCES ARE TO THE EASTERN TIME ZONE.	

5.00 Offeror's Conference

Not Applicable

6.00 Point of Contact

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

Lori Miller
Education and Workforce Development Cabinet
300 Sower Blvd.
Frankfort, KY. 40601
Email: LoriB.Miller@ky.gov

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

7.00 Questions Regarding this RFP

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

8.00 Proposal Submission

Each qualified offeror shall submit only **one (1) proposal**. **Alternate proposals shall not be allowed**. Failure to submit as specified shall result in a non-responsive proposal.

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The vendor should complete the "Vendor" box on the face of the solicitation. An authorized representative of the vendor shall sign where indicated on the face of the solicitation. If the solicitation is not signed the proposal shall be deemed non-responsive.

Acknowledgment of Addenda

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

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

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

Proposals shall be submitted in three (3) parts: The **Technical Proposal**, the **Cost Proposal**, and the **Proprietary Information**.

The **Technical Proposal** should include one (1) marked original technical and five (5) marked technical thumb/flash drives (in Microsoft Word, Microsoft Excel or PDF format ONLY). Do not include embedded documents, hyperlinks or hyperlinks to videos.

The **Cost Proposal** should include one (1) marked original cost and zero (0) marked cost thumb/flash drives (in Microsoft Word, Microsoft Excel or PDF format ONLY). Do not include embedded documents, hyperlinks or hyperlinks to videos.

Any **Proprietary Information** should include one (1) marked original proprietary and five (5) marked proprietary data thumb/flash drives (in Microsoft Word, Microsoft Excel, or PDF format ONLY). Do not include embedded documents, hyperlinks or hyperlinks to videos.

All proposals must be received no later than 2:00 P.M. Wednesday, December 7, 2018.

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

SNAP Employment and Training
RFP 531 1900000141
TECHNICAL PROPOSAL
Name of Offeror

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

SNAP Employment and Training
RFP 531 1900000141
COST PROPOSAL
Name of Offeror

ELECTRONIC OR FACSIMILE PROPOSALS SHALL NOT BE CONSIDERED.

8.10 Format of Technical Proposal

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

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

a.	A statement that deviations are included, if applicable.
b.	A statement that proprietary information is included, if applicable.
c.	A statement that, if awarded a contract as a result of this Solicitation, the Offeror shall comply in full with all the requirements of the Kentucky Civil Rights Act, and shall submit all data required by KRS 45.560 to 45.640.
d.	A sworn statement that, pursuant to KRS 11A.040, that Offeror has not knowingly violated any provisions of the Executive Branch Code of Ethics.
e.	A statement certifying that the price in this proposal was arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other Offeror or with any competitor.
f.	A statement affirming that the Offeror is properly authorized under the laws of the Commonwealth of Kentucky to conduct business in this state and will remain in good standing with the Office of the Kentucky Secretary of State for the duration of any awarded contract resulting from this Solicitation.
g.	The name, address, telephone number, fax number and email address and website address, if available, of the contract person to serve as a point of contact for day-to-day operations.
h.	Subcontractor information to include the name of the company, address, telephone number and contact name, if applicable.
i.	Foreign entity's organization number issued by the Secretary of State in a certificate of authority or a statement of foreign qualification, if applicable.

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

- a. "Vendor" box and "Payment" box should be completed.
- b. Vendor shall indicate ownership type.
- c. Vendor shall provide "FEIN" if applicable.
- d. Vendor shall provide date the form is completed and signed.
- e. Signed face of the most recent Addenda, if applicable.

Signed and Notarized Required Affidavit for Bidders or Offerors - available at the following link:
<http://finance.ky.gov/services/forms/Pages/default.aspx>

Signed and Notarized Required Affidavit for Bidders, Offerors and Contractors Claiming Resident Bidder Status – if applicable. Available at the following link:
<http://finance.ky.gov/services/forms/Pages/default.aspx>

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

Signed and Notarized Required Affidavit for Bidders, Offerors and Contractors Claiming Qualified Bidder Status – if applicable. Available at the following link:
<http://finance.ky.gov/services/forms/Pages/default.aspx>

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

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

8.20 Format of Cost Proposal

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

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score. The remaining proposals with the next lowest price receives points by dividing the lowest price by the next lowest price and multiplying that percentage by the available points.

8.30 Certification Regarding Debarment and Suspension

In accordance with Federal Acquisition Regulation 52.209-5, the Offeror shall certify, by signing the Solicitation, that to the best of its knowledge and belief, the Offeror and/or its Principals is (are) not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency.

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

9.00 Rules of Procurement

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

Offerors should review and comply with the General Conditions and Instructions for Solicitation/Contract listed under "Response to Solicitation" located on the eProcurement web page at <http://finance.ky.gov/services/policies/Documents/FAP%20110-10-00.pdf>

The procurement process will provide for the evaluation of proposals and selection of the winning proposal in accordance with state law and regulations. KRS Chapter 45A of the Kentucky Model Procurement Code provides the regulatory framework for the procurement of services by state agencies.

9.10 Technical Proposal Evaluation

The Office of Employment and Training will evaluate the proposal based on the technical portion of the Evaluation Criteria. Each Offeror is responsible for submitting all relevant, factual and correct information with their offer to enable the evaluator(s) to afford each vendor the maximum score based on the available data submitted by the Offeror. Past Offeror Performance may be considered in the award of this Contract. Offerors with a record of poor performance in the last twelve (12) months may be found non-responsible and ineligible for award.

9.20 Cost Proposal Evaluation

The Office of Administrative Services will evaluate the proposal based on the cost portion of the Evaluation Criteria.

9.30 Right to Reject/Waiver of Minor Irregularities

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

9.40 Clarification of Proposals

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

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

9.50 Best and Final Offers

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

9.60 Vendor Response and Public Inspection

This RFP specifies the format, required information and general content of proposals to be submitted in response to the RFP. The Office of Employment and Training/Education and Workforce Development Cabinet/Department of Workforce Investment shall not disclose any portions of the proposals prior to

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contract award to anyone outside the Office of Employment and Training/Education and Workforce Development Cabinet/Department of Workforce Investment, representatives of the agency for whose benefit the contract is proposed, representatives of the federal government, if required, and the members of the evaluation committee. After a contract is awarded in whole or in part, the Commonwealth shall have the right to duplicate, use, or disclose all proposal data submitted by Offerors in response to this RFP as a matter of public record.

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

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

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

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

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

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

Any individual, partnership, association, corporation, or other business entity claiming resident bidder status shall submit the attached Required Affidavit for Bidders, Offerors and Contractors Claiming Resident Bidder Status as part of its response. The Office of Employment and Training reserves the right to request documentation supporting a bidder's claim of resident bidder status. Failure to provide such documentation upon request shall result in disqualification of the bidder or contract termination.

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

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

Pursuant to KRS 45A.470 and 200 KAR 5:410, Kentucky Correctional Industries will receive a preference equal to twenty (20) percent of the maximum points awarded to a bidder in a solicitation. In addition, the following "qualified bidders" will receive a preference equal to fifteen (15) percent of the maximum points awarded to a bidder in a solicitation. New Vision Industries, Inc., any nonprofit corporation that furthers the purposes of KRS Chapter 163 and any qualified nonprofit agencies for individuals with severe disabilities as defined in KRS 45A.465(3). Any bidder claiming "qualified bidder" status, other than New Vision Industries, Inc., shall submit a notarized affidavit affirming that it meets the requirements to be considered a qualified bidder as part of its response to the solicitation (affidavit form included as part of this RFP). If requested, failure to provide documentation proving qualified bidder status to a public agency, if requested, may result in disqualification of the bidder or contract termination.

9.80 Right to Use Oral Presentations to Verify/Expand on Proposal

The Commonwealth reserves the right at its discretion to require Oral Presentations by some or all of the Offerors to verify or expand on the Technical or Cost Proposals.

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9.85 Oral Presentation Evaluation Criteria

The highest ranking vendors may be requested to provide oral presentations/demonstrations to answer questions or to clarify the understanding of the evaluators in accordance with the requirements of this RFP. The oral presentation shall be scheduled at the discretion of the Commonwealth. The Commonwealth reserves the right not to require oral presentations/demonstrations at its discretion or in the event that they would not affect the final rankings.

9.90 Negotiation

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

9.95 Best Interests of the Commonwealth

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

CONTRACT AWARD, TERMS, AND CONDITIONS

10.00 Notification of Award

To view the award of contract(s), including the contractor(s) receiving the award(s) for this solicitation, access the Kentucky Vendor Self Service Site at <http://emaronline1311.state.ky.us/webapp/vssprdonline/AltSelfService>.

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

10.10 Beginning of Work

This Contract is not effective and binding until approved by the Secretary of the Finance and Administration Cabinet and filed with the Legislative Research Commission's Government Contract Review Committee. The Contractor shall not commence any billable work until a valid Contract has been fully executed. This Contract, including the components referenced in Section 10.20, shall represent the entire agreement between the parties. Prior negotiations, representations, or agreements, either written or oral, between the parties hereto relating to the subject matter hereof shall be of no effect upon this Contract.

10.20 Contract Components and Order of Precedence

The Commonwealth's acceptance of the Contractor's offer in response to the Solicitation, indicated by the issuance of a Contract Award, shall create a valid contract between the Parties consisting of the following:

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

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

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10.30 Contract Term

The initial term of the Contract is anticipated to be from ~~January 1, 2018~~ **March 1, 2019** through June 30, 2019.

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

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

10.40 Changes and Modifications to the Contract

Pursuant to 200 KAR 5:311, no modification or change of any provision in the Contract shall be made, or construed to have been made, unless such modification is mutually agreed to in writing by the Contractor and the Commonwealth, and incorporated as a written amendment by the Office of Employment and Training prior to the effective date of such modification or change. Modification shall be subject to prior approval from the Secretary of the Finance and Administration Cabinet, or this authorized designee, and the LRC Government Contract Review Committee. Memoranda of Understanding, written clarification, and/or other correspondence shall not be construed as amendments to the Contract.

10.50 Notices

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

Addendum #1

This addendum serves to change the Schedule of RFP Activities. The agency has requested to extend both the Question and Answer due date, as well as the Proposal Due date.

This addendum also serves to change/correct the effective date under section 10.30, please see below for change.

4.00 Schedule of RFP Activities

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

Written questions and Offeror Conference are optional. Agency may choose to do either, both or none. Revise the schedule accordingly.

Release of RFP	11.14.18
Written Questions due by: 2:00 P.M.	11.21.18
	11.30.18
Anticipated Commonwealth Response to Written Questions	11.28.18
	12.7.18
Proposals Due by: 2:00 P.M.	12.7.18
	1.04.19
All bidders are cautioned to be aware of the security in the 300 Building located at 300 Sower Blvd Frankfort, Kentucky . All bids shall be time stamped in the Office of Administrative Services no later than the due date and time defined in this Solicitation. In person or courier delivered bids in response to this	

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Solicitation shall be delivered to **Office of Administrative Services, 4th Floor (4CSE11)**. Delays due to building security checks shall not be justification for acceptance of a late bid.

*NOTE: ALL TIME REFERENCES ARE TO THE EASTERN TIME ZONE.

Section 10.30 Contract Term

The initial term of the Contract is anticipated to be from ~~January 1, 2018~~ **March 1, 2019** through June 30, 2019.

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**Personal Service Contract Standard Terms and Conditions
May 2018**

Whereas, the first party, the state agency, has concluded that either state personnel are not available to perform said function, or it would not be feasible to utilize state personnel to perform said function; and
Whereas, the second party, the Contractor, is available and qualified to perform such function; and
Whereas, for the abovementioned reasons, the state agency desires to avail itself of the services of the second party;

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

1.00 Effective Date:

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

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

2.00 Renewals:

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

3.00 LRC Policies:

Pursuant to KRS 45A.725, LRC has established policies which govern rates payable for certain professional services. These are located on the LRC webpage (<http://www.lrc.ky.gov/Statcomm/Contracts/homepage.htm>) and would impact any contract established under KRS 45A.690 et seq., where applicable.

4.00 Choice of Law and Forum:

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

5.00 Cancellation:

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

6.00 Funding Out Provision:

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

7.00 Reduction in Contract Worker Hours:

The Kentucky General Assembly may allow for a reduction in contract worker hours in conjunction with a budget balancing measure for some professional and non-professional service contracts. If under such authority the agency is required by Executive Order or otherwise to reduce contract hours, the agreement

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will be reduced by the amount specified in that document. If the contract funding is reduced, then the scope of work related to the contract may also be reduced commensurate with the reduction in funding. This reduction of the scope shall be agreeable to both parties and shall not be considered a breach of contract.

8.00 Authorized to do Business in Kentucky:

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

The Contractor shall maintain certification of authority to conduct business in the Commonwealth of Kentucky during the term of this contract. Such registration is obtained from the Secretary of State, who will also provide the certification thereof.

Registration with the Secretary of State by a Foreign Entity:

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

For all foreign entities required to obtain a certificate of authority to transact business in the Commonwealth, if a copy of the certificate is not received by the contracting agency within the time frame identified above, the foreign entity's solicitation response shall be deemed non-responsive or the awarded contract shall be cancelled.

Businesses can register with the Secretary of State at <https://secure.kentucky.gov/sos/ftbr/welcome.aspx>.

9.00 Invoices for fees:

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

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

*Invoice form is available on the Legislative Research Commission, Government Contract Review Committee website: <http://www.lrc.ky.gov/Statcomm/Contracts/homepage.htm>

10.00 Travel expenses, if authorized:

The Contractor shall be paid for no travel expenses unless and except as specifically authorized by the specifications of this contract or authorized in advance and in writing by the Commonwealth. Either original or certified copies of receipts must be submitted for airline tickets, hotel bills, restaurant charges, rental car charges, and any other miscellaneous expenses.

11.00 Other expenses, if authorized herein:

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

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

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12.00 Purchasing and specifications:

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

13.00 Conflict-of-interest laws and principles:

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

14.00 Campaign finance:

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

15.00 Access to Records:

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).

16.00 Protest:

Pursuant to KRS 45A.285, the Secretary of the Finance and Administration Cabinet, or his designee, shall have authority to determine protests and other controversies of actual or prospective vendors in connection with the solicitation or selection for award of a contract.

Any actual or prospective vendor, who is aggrieved in connection with the solicitation or selection for award of a contract, may file protest with the Secretary of the Finance and Administration Cabinet. A protest or notice of other controversy must be filed promptly and, in any event, within two (2) calendar weeks after such aggrieved person knows or should have known of the facts giving rise thereto. All protests or notices of other controversies must be in writing and shall be addressed to:

William M. Landrum III, Secretary
Commonwealth of Kentucky
Finance and Administration Cabinet
Room 383, New Capitol Annex
702 Capitol Avenue
Frankfort, KY 40601

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The Secretary of Finance and Administration Cabinet shall promptly issue a decision in writing. A copy of that decision shall be mailed or otherwise furnished to the aggrieved party and shall state the reasons for the action taken.

The decision by the Secretary of the Finance and Administration Cabinet shall be final and conclusive.

17.00 Social security: (check one)

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

_____ The parties are cognizant that the state is liable for social security contributions, pursuant to 42 U.S. Code, section 418, relative to the compensation of the second party for this contract.

18.00 Violation of tax and employment laws:

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

To comply with the provisions of KRS 45A.485, the Contractor and all subcontractors performing work under the contract shall report any such final determination(s) of violation(s) to the Commonwealth by providing the following information regarding the final determination(s): the KRS violated, the date of the final determination, and the state agency which issued the final determination.

KRS 45A.485 also provides that, for the duration of any contract, the Contractor and all subcontractors performing work under the contract shall be in continuous compliance with the provisions of those statutes, which apply to their operations, and that their failure to reveal a final determination, as described above, or failure to comply with the above statutes for the duration of the contract, shall be grounds for the Commonwealth's cancellation of the contract and their disqualification from eligibility for future state contracts for a period of two (2) years.

Contractor must check one:

_____ The Contractor has not violated any of the provisions of the above statutes within the previous five (5) year period.

_____ The Contractor has violated the provisions of one or more of the above statutes within the previous five (5) year period and has revealed such final determination(s) of violation(s). Attached is a list of such determination(s), which includes the KRS violated, the date of the final determination, and the state agency which issued the final determination.

19.00 Discrimination:

This section applies only to contracts disbursing federal funds, in whole or part, when the terms for receiving those funds mandate its inclusion. Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. During the performance of this contract, the Contractor agrees as follows:

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

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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.

In all solicitations or advertisements for employees placed by or on behalf of the Contractor, the Contractor will 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.

The Contractor will send to each labor union or representative of workers with which he/she 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.

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.

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/her 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.

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 that may be imposed and remedies invoked as provided in or as otherwise provided by law.

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.

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REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS PAGE 1 OF 2

FOR BIDS AND CONTRACTS IN GENERAL:

- I. Each bidder or offeror swears and affirms under penalty of perjury, that:
 - a. In accordance with [KRS 45A.110](#) and [KRS 45A.115](#), neither the bidder or offeror as defined in [KRS 45A.070\(6\)](#), nor the entity which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth of Kentucky; and the award of a contract to the bidder or offeror or the entity which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.
 - b. The bidder or offeror swears and affirms under penalty of perjury that, to the extent required by Kentucky law, the entity bidding, and all subcontractors therein, are aware of the requirements and penalties outlined in [KRS 45A.485](#); have properly disclosed all information required by this statute; and will continue to comply with such requirements for the duration of any contract awarded.
 - c. The bidder or offeror swears and affirms under penalty of perjury that, to the extent required by Kentucky law, the entity bidding, and its affiliates, are duly registered with the Kentucky Department of Revenue to collect and remit the sales and use tax imposed by [KRS Chapter 139](#), and will remain registered for the duration of any contract awarded.
 - d. The bidder or offeror swears and affirms under penalty of perjury that the entity bidding is not delinquent on any state taxes or fees owed to the Commonwealth of Kentucky and will remain in good standing for the duration of any contract awarded.

FOR “NON-BID” CONTRACTS (I.E. SOLE-SOURCE; NOT-PRACTICAL OR FEASIBLE TO BID; OR EMERGENCY CONTRACTS, ETC):

- II. Each contractor further swears and affirms under penalty of perjury, that:
 - a. In accordance with [KRS 121.056](#), and if this is a non-bid contract, neither the contractor, nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of any contract awarded, have contributed more than the amount specified in [KRS 121.150](#) to the campaign of the gubernatorial slate elected in the election last preceding the date of contract award.
 - b. In accordance with [KRS 121.330\(1\) and \(2\)](#), and if this is a non-bid contract, neither the contractor, nor officers or employees of the contractor or any entity affiliated with the contractor, nor the spouses of officers or employees of the contractor or any entity affiliated with the contractor, have knowingly contributed more than \$5,000 in aggregate to the campaign of a candidate elected in the election last preceding the date of contract award that has jurisdiction over this contract award.

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REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS PAGE 2 OF 2

- c. In accordance with [KRS 121.330\(3\)](#) and [\(4\)](#), and if this is a non-bid contract, to the best of his/her knowledge, neither the contractor, nor any member of his/her immediate family, his/her employer, or his/her employees, or any entity affiliated with any of these entities or individuals, have directly solicited contributions in excess of \$30,000 in the aggregate for the campaign of a candidate elected in the election last preceding the date of contract award that has jurisdiction over this contract.

As a duly authorized representative for the bidder, offeror, or contractor, I have fully informed myself regarding the accuracy of all statements made in this affidavit, and acknowledge that the Commonwealth is reasonably relying upon these statements, in making a decision for contract award and any failure to accurately disclose such information may result in contract termination, repayment of funds and other available remedies under law.

Signature

Printed Name

Title

Date

Company Name

Address

Subscribed and sworn to before me by

(Affiant)

(Title)

of _____ this _____ day of _____, 20____.
(Company Name)

Notary Public

[seal of notary]

My commission expires: _____

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**REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS
CLAIMING RESIDENT BIDDER STATUS**

FOR BIDS AND CONTRACTS IN GENERAL:

The bidder or offeror hereby swears and affirms under penalty of perjury that, in accordance with KRS 45A.494(2), the entity bidding is an individual, partnership, association, corporation, or other business entity that, on the date the contract is first advertised or announced as available for bidding:

1. Is authorized to transact business in the Commonwealth;
2. Has for one year prior to and through the date of advertisement
 - a. Filed Kentucky corporate income taxes;
 - b. Made payments to the Kentucky unemployment insurance fund established in KRS 341.49; and
 - c. Maintained a Kentucky workers' compensation policy in effect.

The BIDDING AGENCY reserves the right to request documentation supporting a bidder's claim of resident bidder status. Failure to provide such documentation upon request shall result in disqualification of the bidder or contract termination.

Signature Printed Name

Title Date

Company Name:
Address:

Subscribed and sworn to before me by

(Affiant) (Title)

Of _____
(Company Name)
this ____ day of _____, 20__.

Notary Public: _____

[seal of notary] My commission expires: _____

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REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS CLAIMING QUALIFIED BIDDER STATUS

FOR BIDS AND CONTRACTS IN GENERAL:

I. The bidder or offeror swears and affirms under penalty of perjury that the entity bidding, and all subcontractors therein, meets the requirements to be considered a "qualified bidder" in accordance with 200 KAR 5:410(3); and will continue to comply with such requirements for the duration of any contract awarded. Please identify below the particular "qualified bidder" status claimed by the bidding entity.

_____ A nonprofit corporation that furthers the purposes of KRS Chapter 163

_____ Per KRS 45A.465(3), a "Qualified nonprofit agency for individuals with severe disabilities" means an organization that:

- (a) Is organized and operated in the interest of individuals with severe disabilities; and
- (b) Complies with any applicable occupational health and safety law of the United States and the Commonwealth; and
- (c) In the manufacture or provision of products or services listed or purchased under KRS 45A.470, during the fiscal year employs individuals with severe disabilities for not less than seventy-five percent (75%) of the man hours of direct labor required for the manufacture or provision of the products or services; and
- (d) Is registered and in good standing as a nonprofit organization with the Secretary of State.

The BIDDING AGENCY reserves the right to request documentation supporting a bidder's claim of qualified bidder status. Failure to provide such documentation upon request may result in disqualification of the bidder or contract termination.

Signature Printed Name

Title Date

Company Name:

Address:

Subscribed and sworn to before me by

(Affiant) (Title)

Of _____
(Company Name)

this ____ day of _____, 20__.

Notary Public: _____

[seal of notary] My commission expires: _____