



Commonwealth of Kentucky SOLICITATION

Modification: No

Version #:

TITLE: Personnel Cabinet Salary Compression Study		
Date Issued: 07/17/2024	Solicitation Closes Date: 08/02/2024 Time: 16:00	Solicitation No: RFP 790 2500000014
Record Date: 07/12/2024		

Online Bidding Prohibited: No

For Information Call: Alexa Perry 502-564-5682	Bid Receiving Location: Personnel - Office of Administrative Services Admin Services 501 High Street, 3rd floor Frankfort KY 40601
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Vendor Customer Number:

Vendor Name:

Phone Number:

Fax Number:

Email Address:

Ordering	Payment
Address:	Address:
City, State, Zip:	City, State, Zip:
Contact Name:	Contact Name:
Contact Email:	Contact Email:
Contact Phone Number:	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.



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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	Personnel Cabinet Salary Compression Study				
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Comm Code	Comm Description	Manufacturer	Model #	Manuf Part #
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91806	Administrative Consulting			
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Extended Description

Personnel Cabinet Salary Compression Study

Shipping Information	Billing Information
Personnel - Office of Administrative Services 501 High Street, 3rd floor Frankfort KY 40601	Personnel - Office of Administrative Services 501 High Street, 3rd floor Frankfort KY 40601



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Submission Checklist

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

Item

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

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

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Revised March 2023

PROPOSAL SUBMISSION CHECKLIST

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

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

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

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

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

_____ TRANSMITTAL LETTER – Section 8.20 of this RFP

_____ PROOF OF REGISTRATION WITH SECRETARY OF STATE BY A FOREIGN ENTITY -- Section 9.00 of the Personal Service Contract Terms and Conditions of this RFP

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

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

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PERSONAL SERVICE CONTRACT

Personnel Cabinet Salary Compression Study RFP 790 2500000014

This document constitutes a Request for Proposal for a Personal Service Contract from qualified individuals and organizations to furnish those services as described herein for the Commonwealth of Kentucky, Personnel Cabinet.

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

The purpose of this Request for Proposal (RFP) is to solicit proposals for competitive negotiations pursuant to 200 KAR 5:307. This RFP is being issued to comply with House Bill (HB) 6, which passed in the 2024 Regular Session of the Kentucky General Assembly. HB 6 requires the Personnel Cabinet to contract with an independent consultant to **review all personnel and payroll records of all current employees from January 1, 2018, thru June 30, 2024, to determine the exact salary compression issues which exist in the Executive Branch. This RFP is not for the purpose of replacing the various job analysis and compensation systems utilized by Executive Branch agencies and any response should not focus solely on that aspect.**

The Commonwealth of Kentucky is the largest employer in Kentucky. The Executive Branch of state government employs individuals in each of the Commonwealth's 120 counties. The Executive Branch agencies utilize various job classifications. The Personnel Cabinet, which administers Human Resources services for some, but not all Executive Branch agencies, utilizes approximately 1,086 job classifications for 30,700 employees. Employees serve in either a merit/classified capacity or are otherwise exempted from the merit/classified service pursuant to Kentucky Revised Statute (KRS) 18A.115.

The state's merit system is authorized by KRS Chapter 18A and the regulations promulgated thereto. Other Executive Branch employee groups that are exempted from the KRS Chapter 18A merit system are governed by various other chapters of the Kentucky Revised Statutes and regulations promulgated thereto. For instance, sworn law enforcement officers with Kentucky State Police are governed by KRS Chapter 16. Due to the statutorily established independence of these groups the Personnel Cabinet is not the record keeper for these entities.

Merit Systems Do Not Require Uniformity of Pay: While most employers in the United States are subject to the Equal Pay Act of 1963, employers utilizing a merit system are exempt from the requirements of the Equal Pay Act. The Kentucky General Assembly recognizes that "it is not an unlawful practice for an employer to apply different standards of compensation, or different terms, conditions, or privileges of employment pursuant to a bona fide seniority or merit system... or to employees who work in different locations if the differences are not the result of an intention to

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discriminate because of race, color, religion, national origin, sex, or age forty (40) and over, or because the person is a qualified individual with a disability.” KRS 344.100.

Unlike an employer subject to Equal Pay Act requirements, a merit system includes common pay practices and flexibilities such as:

- # Pay grades and salary ranges based on systemic evaluation of a position’s duties, responsibilities, and qualification requirements;
- # Methods to maintain acceptably competitive salaries, such as locality pay, special entrance rates, and sign-on bonuses;
- # A performance management system; and
- # Options for recognizing high performance, such as adjustment for continuing excellence (ACE) or employee recognition awards (ERA).

Merit/classified system employees are assigned to job classifications according to their duties and responsibilities and the application of minimum education, experience, and licensure/certification/ age requirements. Each job classification in the merit/classified service is assigned to one of the pay grades in a salary schedule which has a guaranteed minimum salary requirement for all pay grades. Employees are appointed to a job classification based upon their education and experience. Throughout an employee’s career individual compensation can change based on a variety of factors, including, but not limited to, career path, location of employment, demotions, transfers, reclassifications, ACE awards, Education Achievement awards, promotions, and position premiums. In short, a merit system has no requirement of uniformity in pay scale.

Korn Ferry (formerly the Hay Group) Job Analysis and Point Factoring Methodologies: Executive Branch agencies utilize various job analyses and compensation systems for employees. The current KRS Chapter 18A classification and compensation system that is administered by the Personnel Cabinet for certain employee groups pursuant to KRS 18A.037 requires the use of a nationally-recognized system for evaluating job requirements that determines the requirements of each job classification by using factors such as, but not limited to, knowledge, skill, effort, responsibility, accountability, problem solving, discretion, challenge, and working conditions. Since 1977, the Personnel Cabinet has utilized the Hay Method for the evaluation and point factoring of the classification and compensation system. Korn Ferry’s Hay methodology is a globally recognized approach for job evaluation and total compensation and is utilized by many federal, state, and local government agencies, universities, and private sector employers. The Korn Ferry Hay methodology provides an agency with direction as to the pay grade that should be assigned to a position, based upon the assessment of attributes of the job classification (duties, responsibilities, etc.) and assigns a job class to a range of pay that is competitive with other public and some private sector employers.

Factors To Be Considered/Applicable Definitions: For the purposes of this RFP, the following factors and definitions apply:

- (1) The employee files that are the subject of this review include only those files of Executive Branch full-time employees. It does not include part-time or interim employee files.
- (2) As mentioned above, employee groups are governed by various chapters of the Kentucky Revised Statutes (KRS). The various provisions of the KRS and the regulations promulgated

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- thereto have been revised numerous times throughout the span of an employee’s career and specifically within the six-year period represented in this RFP. Accordingly, various historical statutory and regulatory provisions must be reviewed, interpreted, and applied, including those in place prior to 2018, to understand the current compression scenario and the various personnel actions that have occurred for each employee.
- (3) Over the six-year period of review required by this RFP, approximately 314,000 individual personnel actions have occurred for those employees for which the Personnel Cabinet provides Human Resources services. The number of personnel actions that have occurred at other Executive Branch agencies for which the Personnel Cabinet does not provide Human Resources services is not quantifiable. All of these personnel actions will require review under this RFP.
 - (4) Eleven separate salary schedules represent pay for employees within the Executive Branch. These schedules have been created and amended at various points in time over the six-year period of review required by this RFP. Each schedule must be applied to the appropriate employee group at the time of each personnel action.
 - (5) Employees work under one of two work week schedules. The schedules include either a 37.5 or 40-hour work week.
 - (6) Employees are paid either hourly or salary.
 - (7) For several years, the Executive Branch was not appropriated funding to annually change the KRS Chapter 18A salary schedule. Furthermore, the General Assembly did not authorize annual salary increments for Executive Branch employees. Beginning in fiscal year 2010-11, which included a pay cut due to six furlough days, there were no annual salary increments in 10 of the following 12 years from fiscal year 2010-11 to fiscal year 2021-22. There was only a one percent increment in fiscal year 2015-16 and a range of increments from one to five percent in fiscal year 2014-15.
 - (8) Compression Defined: Salary Compression is a scenario that can occur when the salary and differences between job levels or between senior employees and new hires in similar roles narrow or flatten within an organization.

2.00 Scope of Work

Consultant Responsibilities:

Within this RFP, the Personnel Cabinet is seeking to contract with an independent consultant to review all personnel and payroll records of all current employees from January 1, 2018, thru June 30, 2024, to determine the exact salary compression issues which exist in the Executive Branch, in detailed compliance with 2024 Regular Session House Bill (HB) 6. The Consultant shall:

1. By December 15, 2024, present a comprehensive data-driven report with at least three options for potential corrective actions to address any issues by the General Assembly to the Interim Joint Committee on Appropriations and Revenue;
2. The comprehensive data driven report with options for potential corrective actions shall include and contain the following items at a minimum:

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- a. The report shall provide data driven detail on each of the types of personnel actions and salary establishment practices or salary increase practices that caused the issues and the consultants' recommendations of potential corrective options to address the issues;
 - b. The report shall include a review of the practice of employing individuals up to the mid-point of the salary schedule, allowing individuals to resign and then be reappointed at a higher salary, and the compression of the salary difference that exist in employee salaries when a special entrance rate is established for a classification and all employees in the classification are raised to the same new entrance salary;
 - c. The review shall include all other types of salary increases and practices that have been utilized by the Executive Branch to increase the salary of employees including locality pay;
 - d. The report shall include any other personnel practice or policy that is identified by the data to have contributed to the salary compression issues of the Executive Branch;
 - e. The report shall also make recommendations on all potential changes to the current administrative regulations and/or KRS Chapter 18A to prevent the type of personnel actions or practices that have caused salary compression; and
 - f. The report shall also contain all other recommendations the consultant feels are appropriate to prevent salary compression in the future.
3. Submit requests for records or information in a manner and time agreed upon by the Personnel Cabinet and the consultant;
 4. Submit a plan of action/review to the Personnel Cabinet so that the Cabinet may arrange any consultant requested information exchange;
 5. Contact, consult with, and obtain information/records from those agencies for which the Personnel Cabinet does not provide Human Resource services;
 6. Review the files and personnel actions of full-time Executive Branch employee groups as identified by the Personnel Cabinet, which include but are not limited to:
 - a. KRS Chapter 15 – Unified Prosecutorial System & Office of Attorney General
 - b. KRS Chapter 16 – Kentucky State Police
 - c. KRS Chapter 18A – Merit and Nonmerit Employees
 - d. KRS Chapter 36 – Department of Military Affairs
 - e. KRS Chapter 148 – Kentucky Horse Park
 - f. KRS Chapter 61 – Kentucky Public Pensions Authority
 - g. KRS Chapter 132 – Property Value Administrators
 - h. KRS Chapter 161 – Kentucky Department of Education – Kentucky School for the Blind/ School for the Deaf
 - i. KRS Chapter 156 – Kentucky Department of Education – Area Technology Center
 - j. KRS Chapter 164 – Council on Postsecondary Education
 - k. KRS Chapter 164A – Kentucky Higher Education Assistance Authority
 - l. KRS Chapter 168 – Kentucky Educational Television
 - m. KRS Chapter 171 – Kentucky Historical Society
 - n. KRS Chapter 196.076 – Department of Corrections/Probation and Parole Officer Career Ladder
 - o. KRS Chapter 247 – Kentucky State Fair Board
 7. Maintain confidentiality and privacy of information: Personally identifiable information (PII) or confidential data must be transferred securely and never via an unencrypted means. Protected data must not be supplied to vendors, contractors, or other external organizations without properly executed agreements or contracts specifying conditions of use, security requirements, and return dates; and
 8. Submit a copy of Consultant's report to the Personnel Cabinet Secretary the same day and time that the Consultant presents the report to the Interim Joint Committee on Appropriations and Revenue.
 9. Provide weekly status reporting to the designated Personnel Cabinet resource assigned to this initiative.

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10. Provide periodic updates in-person (or virtually) to ensure the engagement is progressing as necessary to meet the 12/15/24 Consultant report submission date.

The Consultant's analysis required by this RFP shall not:

1. Interfere with the Personnel Cabinet's obligation to provide human resources or payroll services to the three branches of state government.
2. Interfere with the Personnel Cabinet's established processes for timely execution of tasks; and
3. Require system changes or the development or transmission of new files by the Personnel Cabinet or other Executive Branch agencies that would result in an additional expenditure of resources or a cost to the Personnel Cabinet or other Executive Branch agencies.

Personnel Cabinet Responsibilities: The Personnel Cabinet shall:

1. Assist the Consultant with the execution of its duties and responsibilities outlined in the RFP; and
2. Provide information to the consultant for those employees for which the Personnel Cabinet provides Human Resources services, which does not include the entire Executive Branch
3. Provide contact information for the Executive Branch agencies not managed by the Personnel Cabinet.

3.00 Evaluation Criteria

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

The Personnel Cabinet has established a Proposal Evaluation Committee to review, evaluate and verify information submitted by the offeror.

Each vendor is responsible for submitting all relevant, factual and correct information with their offer to enable the evaluator(s) to afford each vendor the maximum score based on the available data submitted by the vendor.

The Personnel Cabinet shall evaluate the proposals by assigning scores as indicated.

Any technical proposal with a score of less than 850 of the 1,700 available points shall not be considered.

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Technical Proposal Evaluation

Criteria	Maximum Points Possible
<p>Mandatory Requirement</p> <p>Requirements that include the words “Shall”, “Will”, “Must” indicate a mandatory requirement</p> <p>Mandatory Requirement means a condition set out in the specifications or statement of work that must be met without exception.</p> <p><i>The Consultant shall provide a statement (see 9 below) affirming that they are an independent consultant with no conflict of interest or the appearance of a conflict of interest in providing services under this RFP.</i></p> <p><i>The Consultant shall provide a statement (see 9 below) affirming that they are capable of performing the analysis and generating the report as further described in the Scope of Work section of this RFP by the deadline of December 15, 2024.</i></p> <p>PROPOSALS THAT DO NOT MEET MANDATORY REQUIREMENTS WILL BE DEEMED NON-RESPONSIVE AND WILL NOT BE CONSIDERED.</p>	<p>Pass/Fail</p> <p>Pass/Fail</p> <p>Pass/Fail</p>
<p>The Proposal, at a minimum, should include the specified details below in addition to the content required by Section 8.20 Format of the Technical</p>	

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Proposal along with a Table of Contents. In preparation of the Proposal applicants should refer to the Scope of Work and Evaluation Criteria.	
1. Contact Information. Provide the bidder's name and address and the contact information (name, mailing address, email address, and telephone number(s)) of the person whom the Personnel Cabinet should contact regarding the proposal.	100
2. Qualifications, References, and Licenses. Describe in detail the Consultant's experience on similar projects to include a list of all similar engagements over the last three (3) years with client name, a brief description, and the dates of engagement. In addition, include related references from at least two current clients and two former clients and their detailed contact information. It is expected that the Consultant that will be awarded the contract will have experience with a public sector entity with at least 30,000 employees and at least 1,000 job classifications and experience with a merit or civil service system. List the Consultant's current licenses that are pertinent to this project.	400
3. Project Team, Location of Work, and Subcontracting. List the names and qualifications and attach resumes of the individuals who will have responsibility for any portion of this project and where the work will be performed. Identify which team member will serve as the project manager. Proposals should state to what extent, if any, the work may be subcontracted. Describe why you believe that your services, from a professional and technical perspective, are the best fit for the Commonwealth of Kentucky.	300
Methods, Procedures and Data/Informational Needs & 5.	4.500
4. Methods and Procedures. Provide a statement that addresses the Consultants overall understanding of the project including all expectations listed in the Scope of Work of this RFP and describe the detailed approach and process by which the Consultant will meet those expectations. Additionally describe the ability to offer practical and effective ways for the Commonwealth to measure success following	

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implementation of each/all of the Consultant's three (3) options for recommended corrective action.

- 5. Data/Informational Needs. Describe in detail the specific information and data elements you expect to need to complete the requested consulting engagement.**

Project Plan, Updates, Meetings & Communication Strategy 6. – 7. 300

- 6. Project Plan. Provide a proposed project plan including stages and timeframe, along with the required deliverables, as well as any other deliverables the Consultant plans to provide.**

- 7. Planning, Updates, Meetings and Communication Strategy. Provide a proposal that explains how the planning, engagement updates, period meetings and engagement-related communications will be identified and managed before, during and upon completion of the required deliverables.**

- 8. Acknowledgement. Provide a statement of 100 acknowledgement as part of the response that 80% of the fee for service will be approved for payment upon successful submission of the completed data-driven Compression Study Report and Recommendations including three (3) recommendations as to how the Commonwealth may address the compression issues identified by the Consultant. The remaining 20% of the fee for service would be approved for payment 90 days from the date of successful Compression Study Report and Recommendations submission to accommodate any post-report presentations and/or inquiries as requested by the Personnel Cabinet or the Legislature. The Consultant shall be responsible for any additional Report related inquiries by the Legislature after the 90-day period without additional compensation. Additionally, if the Compression Study Report and Recommendations deliverable is not formally submitted in its entirety by the required deliverable due date of 12/15/24, the Commonwealth will exercise a \$10,000 penalty**

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	for each day until the completed Report is so submitted.	
9.	Mandatory Requirements. Provide a statement in response to the mandatory requirements in Section 3.00 Evaluation Criteria.	
	Maximum Points Possible	1,700

Cost Proposal Evaluation

Criteria	Maximum Points Possible
Proposed Total Cost of the Project	300
Maximum Points Possible	300

Oral Demonstration/Presentation Evaluation, if required

Criteria	Maximum Points Possible
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Oral Presentations/Demonstrations	500
The Commonwealth reserves the right to require Oral Presentations/Demonstrations to verify or expand on the Technical or Cost Proposals. Oral Presentations/Demonstrations may be conducted through videoconferencing or by conference call, if it is in the best interest of the Commonwealth to do so. This is the opportunity for the vendor to present and demonstrate the solution and to answer questions or to clarify the understanding of the evaluation committee in accordance with the requirements of this RFP. The Commonwealth reserves the right to reject any or all proposals in whole or in part based on the oral presentations/demonstrations.	
If required, the 2 highest ranking vendors may be invited. Scheduling will be at the discretion of the Commonwealth. The Commonwealth reserves the right not to require oral presentations/demonstrations	
Maximum Points Possible	500

Total Proposal Evaluation

Criteria	Maximum Points Possible
Technical Proposal	1,700
Cost Proposal	300
Oral Demonstrations/Presentations, if required	500
MAXIMUM POINTS POSSIBLE	2,500

4.00 Schedule of RFP Activities

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

Release of RFP	7/17/2024
Written Questions due by: 4:00PM EST	7/24/2024
Anticipated Commonwealth Response to Written Questions	7/26/2024
Proposals Due by: 4:00PM EST	8/2/2024

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5.00 Offeror's Conference

N/A

6.00 Point of Contact

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

Alexa Perry
501 High Street, Frankfort KY 40601
502-564-5682
Alexaj.perry@ky.gov

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

7.00 Questions Regarding this RFP

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

8.00 Proposal Submission

Electronic Proposals

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

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

Proposal information **MUST** be completed online. Response must contain all required information for the Solicitation. All bidders **MUST** be registered in the Commonwealth eProcurement System via the Vendor Self Service System at <https://vss.ky.gov>.

Allow 24 – 48 hours to complete Vendor Registration. Vendors must be logged in to their Vendor Self Service (VSS) account in order to submit a response. Registrations completed the day of bid closing must be completed by the

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Vendor in the VSS portal. The Customer Resource Center is not able to complete registrations and activate accounts on the same day. Closing dates will not be extended for Vendors not registered by the date/time of the bid closing.

All bidders are cautioned to begin their electronic submission in sufficient time to complete before the closing date and time. Delays due to technical difficulties or document upload impediments shall not be justification for acceptance of a late bid or proposal. Vendor attention to this advisory is encouraged. Instructions “How to Submit an Online Response for a Business Opportunity” are posted to Kentucky’s Vendor Self Service, <https://vss.ky.gov>. If you need assistance, please contact the Customer Resource Center (CRC) by email at Finance.CRCGroup@ky.gov or phone 502-564-9641 or toll-free 877-973-HELP (4357).

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

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

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

8.10 Format of Response

Electronic Proposals

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

1. **Proposals must be submitted electronically in the eProcurement System, Kentucky Vendor Self Service site.**
 - a. The **Technical Proposal** shall be submitted on one (1) document marked **Technical** (in Microsoft Word, Microsoft Excel or PDF format **ONLY**). Do not include embedded documents, hyperlinks or hyperlinks to videos. The document should be named in the following manner: **Technical – Name of offeror RFP number**
 - b. The **Cost Proposal** shall be submitted on one (1) document marked **Cost** (in Microsoft Word, Microsoft Excel or PDF format **ONLY**). Do not include embedded documents, hyperlinks or hyperlinks to videos. The document should be named in the following manner: **Cost – Name of offeror RFP number**

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

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

Salary Compression Study
RFP 790 2500000014
TECHNICAL PROPOSAL

Name of Offeror

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

Salary Compression Study
RFP 790 2500000014
COST PROPOSAL

Name of Offeror

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

Salary Compression Study
RFP 790 2500000014
PROPRIETARY PROPOSAL

Name of Offeror

All proposals must be received no later than 4:00PM EST, August 2, 2024.

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

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

8.20 Format of Technical Proposal

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

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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 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:

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

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

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

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

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

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

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

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

8.30 Format of Cost Proposal

The Cost Proposal must be submitted under separate cover from the Technical Proposal and must be arranged and labeled in the manner specified. The proposal with the lowest price receives the maximum score. The remaining proposals with the next lowest price receives points by dividing the lowest price by the next lowest price and multiplying that percentage by the available points.

8.40 Certification Regarding Debarment and Suspension

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

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

9.00 Rules of Procurement

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

Offerors should review and comply with the General Conditions and Instructions for Solicitation/Contract listed under “Response to Solicitation” located on the eProcurement web page at <https://finance.ky.gov/eProcurement/Pages/doing-business-with-the-commonwealth.aspx>

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

9.10 Technical Proposal Evaluation

The Personnel Cabinet 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 Personnel Cabinet 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.

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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 Personnel Cabinet shall not disclose any portions of the proposals prior to contract award to anyone outside the Personnel Cabinet, representatives of the agency for whose benefit the contract is proposed, representatives of the federal government, if required, and the members of the evaluation 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 Personnel Cabinet 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

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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 Negotiation

After conducting the evaluation to determine the best proposal received, the Personnel Cabinet 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 Personnel Cabinet reserves the right to proceed to the next highest ranked proposal. Other terms and conditions relating to the technical and/or cost proposals may be negotiated at the sole discretion of the Commonwealth.

9.85 Best Interests of the Commonwealth

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

CONTRACT AWARD, TERMS, AND CONDITIONS

10.00 Notification of Award

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

<https://vss.ky.gov>

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

10.10 Beginning of Work

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

10.20 Contract Components and Order of Precedence

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

1. Procurement Statutes, Regulations and Policies
2. Any written Agreement between the Parties.

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3. Any Addenda to the Solicitation.
4. The Solicitation and all attachments
5. Any Best and Final Offer.
6. Any clarifications concerning the Contractor's proposal in response to the Solicitation.
7. The Contractor's proposal in response to the Solicitation.

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

10.30 Contract Term

The initial term of the Contract is anticipated to be from August 15, 2024 through June 30, 2026.

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 Personnel Cabinet 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.

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**Personal Service Contract Standard Terms and Conditions
Revised June 2023**

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

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

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

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

1.00 Effective Date

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

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

The vendor shall be paid, upon the submission of proper invoices to the receiving agency at the prices stipulated for the supplies delivered and accepted, or services rendered. Unless otherwise specified, payment will not be made for partial deliveries accepted. Payments will be made within thirty (30) working days after receipt of goods or a vendor’s invoice in accordance with KRS 45.453 and KRS 45.454.

2.00 Renewals

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

3.00 LRC Policies

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

4.00 Choice of Law and Forum

This contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. Any action brought against the Commonwealth on the contract, including but not 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.

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5.00 EEO Requirements

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

6.00 Cancellation

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

7.00 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.

8.00 Reduction in Contract Worker Hours

The Kentucky General Assembly may allow for a reduction in contract worker hours in conjunction with a budget balancing measure for some professional and non-professional service contracts. If under such authority the agency is required by Executive Order or otherwise to reduce contract hours, the agreement will be reduced by the amount specified in that document. If the contract funding is reduced, then the scope of work related to the contract may also be reduced commensurate with the reduction in funding. This reduction of the scope shall be agreeable to both parties and shall not be considered a breach of contract.

9.00 Authorized to do Business in Kentucky

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

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

Registration with the Secretary of State by a Foreign Entity

Pursuant to KRS 45A.480(1)(b), an agency, department, office, or political subdivision of the Commonwealth of Kentucky shall not award a state contract to a person that is a foreign entity required by KRS 14A.9-010: to obtain a certificate of authority to transact business in the Commonwealth ("certificate") from the Secretary of State under KRS 14A.9-030:

<https://apps.legislature.ky.gov/law/statutes/statute.aspx?id=40424> **therefore, foreign entities should submit a copy of their certificate with their solicitation response.**

If the foreign entity is not required to obtain a certificate as provided in KRS 14A.9-010: <https://apps.legislature.ky.gov/law/statutes/statute.aspx?id=44318>, the foreign entity should identify the applicable exception in its solicitation response. Foreign entity is defined within KRS 14A.1-070: <https://apps.legislature.ky.gov/law/statutes/statute.aspx?id=50474>

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Businesses can register with the Secretary of State at:

<https://www.sos.ky.gov/bus/business-filings/Pages/default.aspx>

10.00 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: <https://apps.legislature.ky.gov/moreinfo/Contracts/homepage.html>

11.00 Travel expenses, if authorized

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

12.00 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.

13.00 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.

14.00 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.

15.00 Campaign finance

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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.

16.00 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).

17.00 Protest

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

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

Holly M. Johnson, Secretary

Commonwealth of Kentucky
Finance and Administration Cabinet
Office of the Secretary
200 Mero Street, 5th Floor
Frankfort, KY 40622

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

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

18.00 Social Security

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

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

19.00 Violation of tax and employment laws

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

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

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

A list of any disclosures made prior to award of a contract shall be attached to the contract.

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

20.00 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 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.

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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.

21.00 Bidder, Offeror, or Contractor Mandatory Representations Compliance with Commonwealth Law

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

- [KRS Chapter 136](#) (CORPORATION AND UTILITY TAXES)
- [KRS Chapter 139](#) (SALES AND USE TAXES)
- [KRS Chapter 141](#) (INCOME TAXES)
- [KRS Chapter 337](#) (WAGES AND HOURS)
- [KRS Chapter 338](#) (OCCUPATIONAL SAFETY AND HEALTH OF EMPLOYEES)
- [KRS Chapter 341](#) (UNEMPLOYMENT COMPENSATION)

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[KRS Chapter 342](#) (WORKERS' COMPENSATION)

Boycott Provisions

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

Lobbying Prohibitions

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

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