

Office of Procurement and Contracts
900 SW Jackson St., Room 451 South
Topeka, KS 66612



Phone: 785-296-2376
Fax: 785-296-7240
www.admin.ks.gov/offices/procurement-and-contracts

DeAngela Burns-Wallace, Secretary

Laura Kelly, Governor

REQUEST FOR PROPOSAL (RFP)

Bid Event Number: EVT0007951

Document Number: RFX0001764

Replaces Contract: New

Date Posted: April 1, 2021

Closing Date: May 7, 2021, 2:00 PM

Procurement Officer: Neal Farron
Telephone: 785-296-3122
E-Mail Address: neal.farron@ks.gov
Web Address: <http://admin.ks.gov/offices/procurement-and-contracts>

Agency: Kansas Department of Labor

Item: Unemployment Insurance System

Period of Contract: Date of Award through June 30, 2026
(With the option to renew for two (2) additional 12-month periods)

This Bid Event was recently posted to the Procurement and Contracts Internet website. The document can be downloaded by going to the following website: <http://admin.ks.gov/offices/procurement-and-contracts/>

It shall be the bidder's responsibility to monitor this website on a regular basis for any changes/amendments.

SIGNATURE SHEET

Item: Unemployment Insurance System

Agency: Kansas Department of Labor

Closing Date: May 7, 2021, 2:00 PM

By submission of a bid and the signatures affixed thereto, the bidder certifies all products and services proposed in the bid meet or exceed all requirements of this specification as set forth in the request and that all exceptions are clearly identified.

Legal Name of Person, Firm or Corporation _____

Mailing Address _____ City & State _____ Zip _____

Toll Free Telephone _____ Local _____

Cell Phone _____ Fax Number _____

Tax Number _____

CAUTION: If your tax number is the same as your Social Security Number (SSN), you must leave this line blank. DO NOT enter your SSN on this signature sheet. If your SSN is required to process a contract award, including any tax clearance requirements, you will be contacted by an authorized representative of the Office of Procurement and Contracts at a later date.

E-Mail _____

Signature _____ Date _____

Typed Name _____ Title _____

In the event the **contact for the bidding process** is different from above, indicate contact information below.

Bidding Process Contact Name _____

Mailing Address _____ City & State _____ Zip _____

Toll Free Telephone _____ Local _____

Cell Phone _____ Fax Number _____

E-Mail _____

If **awarded a contract and purchase orders** are to be directed to an address other than above, indicate mailing address and telephone number below.

Award Contact Name _____

Mailing Address _____ City & State _____ Zip _____

Toll Free Telephone _____ Local _____

Cell Phone _____ Fax Number _____

E-Mail _____



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BID SUBMISSION VIA EMAIL ONLY – Update Effective 12/7/2020

Until further notice, The Kansas Department of Administration, Office of Procurement and Contracts is **only accepting bids via email**. Any exceptions will need to be approved by the Procurement Officer listed on the Bid Solicitation. During this time all bids are to be submitted via email to Procurement@ks.gov. All bids submitted must be received by the Office of Procurement and Contracts by the specific bid closing date and time of 2:00PM CST.

As a reminder, the Office of Procurement and Contracts is closed to the public as a result of the COVID-19 crisis. The Office of Procurement and Contracts will not be accepting hand delivered bids and public bid openings will be conducted via Microsoft Teams with call in option for audio only.

Tab sheets for Requests for Proposals (RFP) are not available until the bid has been awarded and the contract(s) have been fully executed or all of the bids have been rejected. A list of bidders may be requested by emailing tab sheets@ks.gov. Please include the EVT number on your request. The list of bidders will be emailed within five (5) business days of the request.

For emailed bids, it is the responsibility of the bidder to ensure the bid date and time is met and the **EVT number and company name is included in the subject line of the email**. Bidders are encouraged to submit bids to the above email address no later than 1:45PM on the bid closing date. This allows time for staff to receive the bid and log it into our system prior to the bid opening at 2:00PM.

For questions regarding confirmation that your bid has been received by the Office of Procurement and Contracts, please call 785-296-2376.

Information regarding when bids can be hand delivered and in-person public bid openings will be reinstated will be posted at the link below: <https://admin.ks.gov/offices/procurement-and-contracts/>

Thank you for your help in practicing appropriate social distancing during the COVID-19 crisis.

This notice is applicable to the Office of Procurement and Contracts, located in the Landon State Office Building at 900 SW Jackson, Suite 451, Topeka, KS 66612.

Regards,
Rick Beattie
Director of Procurement and Contracts

TAX CLEARANCE INSTRUCTIONS

A "Tax Clearance" is a comprehensive tax account review to determine and ensure that the account is compliant with all primary Kansas Tax Laws administered by the Kansas Department of Revenue (KDOR) Director of Taxation. Information pertaining to a Tax Clearance is subject to change(s), which may arise as a result of a State Tax Audit, Federal Revenue Agent Report, or other lawful adjustment(s).

To obtain a Tax Clearance Certificate, you must:

- Go to <http://www.ksrevenue.org/taxclearance.html> to request a Tax Clearance Certificate
- Return to the website the following working day to see if KDOR will issue the certificate
- If issued an official certificate, print it and attach it to your signed renewal document
- If denied a certificate, engage KDOR in a discussion about why a certificate wasn't issued

Per KSA 75-3740-(c), the Director of Purchases may reject the bid of any bidder who is in arrears on taxes due the State of Kansas. The Secretary of the Kansas Department of Revenue is authorized to exchange such information with the Director of Purchases as is necessary to determine a bidder's tax clearance status, notwithstanding any other provision of law prohibiting disclosure of the contents of taxpayer records or information.

Please Note: *Individual and business applications are available. For applications entered prior to 5:00 PM Monday through Friday, results typically will be available the following business day. Tax clearance requests may be denied if the request includes incomplete or incorrect information.*

Please Note: *You will need to sign back into the KDOR website to view and print the official tax clearance certificate.*

Information about Tax Registration can be found at the following website:
<http://www.ksrevenue.org/busregistration.html>

**CERTIFICATION REGARDING
IMMIGRATION REFORM & CONTROL**

All Contractors are expected to comply with the Immigration and Reform Control Act of 1986 (IRCA), as may be amended from time to time. This Act, with certain limitations, requires the verification of the employment status of all individuals who were hired on or after November 6, 1986, by the Contractor as well as any subcontractor or sub-subcontractor. The usual method of verification is through the Employment Verification (I-9) Form. With the submission of this bid, the Contractor hereby certifies without exception that Contractor has complied with all federal and state laws relating to immigration and reform. Any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and, at the State's option, may subject the contract to termination and any applicable damages.

Contractor certifies that, should it be awarded a contract by the State, Contractor will comply with all applicable federal and state laws, standards, orders and regulations affecting a person's participation and eligibility in any program or activity undertaken by the Contractor pursuant to this contract. Contractor further certifies that it will remain in compliance throughout the term of the contract.

At the State's request, Contractor is expected to produce to the State any documentation or other such evidence to verify Contractor's compliance with any provision, duty, certification, or the like under the contract.

Contractor agrees to include this Certification in contracts between itself and any subcontractors in connection with the services performed under this contract.

Signature, Title of Contractor

Date

Policy Regarding Sexual Harassment

WHEREAS, sexual harassment and retaliation for sexual harassment claims are unacceptable forms of discrimination that must not be tolerated in the workplace; and

WHEREAS, state and federal employment discrimination laws prohibit sexual harassment and retaliation in the workplace; and

WHEREAS, officers and employees of the State of Kansas are entitled to working conditions that are free from sexual harassment, discrimination, and retaliation; and

WHEREAS, the Governor and all officers and employees of the State of Kansas should seek to foster a culture that does not tolerate sexual harassment, retaliation, and unlawful discrimination.

NOW THEREFORE, pursuant to the authority vested in me as Governor of the State of Kansas, I hereby order as follows:

1. All Executive Branch department and agency heads shall have available, and shall regularly review and update at least every three years or more frequently as necessary, their sexual harassment, discrimination, and retaliation policies. Such policies shall include components for confidentiality and anonymous reporting, applicability to intern positions, and training policies.
2. All Executive Branch department and agency heads shall ensure that their employees, interns, and contractors have been notified of the state's policy against sexual harassment, discrimination, or retaliation, and shall further ensure that such persons are aware of the procedures for submitting a complaint of sexual harassment, discrimination, or retaliation, including an anonymous complaint.
3. Executive Branch departments and agencies shall annually require training seminars regarding the policy against sexual harassment, discrimination, or retaliation. All employees shall complete their initial training session pursuant to this order by the end of the current fiscal year.
4. Within ninety (90) days of this order, all Executive Branch employees, interns, and contractors under the jurisdiction of the Office of the Governor shall be provided a written copy of the policy against sexual harassment, discrimination, and retaliation, and they shall execute a document agreeing and acknowledging that they are aware of and will comply with the policy against sexual harassment, discrimination, and retaliation.
5. Matters involving any elected official, department or agency head, or any appointee of the Governor may be investigated by independent legal counsel.
6. The Office of the Governor will require annual mandatory training seminars for all staff, employees, and interns in the office regarding the policy against sexual harassment, discrimination, and retaliation, and shall maintain a record of attendance.
7. Allegations of sexual harassment, discrimination, or retaliation within the Office of the Governor will be investigated promptly, and violations of law or policy shall constitute grounds for disciplinary action, including dismissal.
8. This Order is intended to supplement existing laws and regulations concerning sexual harassment and discrimination, and shall not be interpreted to in any way diminish such laws and regulations. The Order provides conduct requirements for covered persons, and is not intended to create any new right or benefit enforceable against the State of Kansas.
9. Persons seeking to report violations of this Order, or guidance regarding the application or interpretation of this Order, may contact the Office of the Governor regarding such matters.

Agreement to Comply with the Policy Against Sexual Harassment, Discrimination, and Retaliation.

I hereby acknowledge that I have received a copy of the State of Kansas Policy Against Sexual Harassment, Discrimination, and Retaliation established by Executive Order 18-04 and agree to comply with the provisions of this policy.

Signature and Date

Printed Name

**CERTIFICATION OF COMPANY
NOT CURRENTLY ENGAGED IN A BOYCOTT OF GOODS or SERVICES FROM ISRAEL**

In accordance with HB 2482, 2018 Legislative Session, the State of Kansas shall not enter into a contract with a Company to acquire or dispose of goods or services with an aggregate price of more than \$100,000, unless such Company submits a written certification that such Company is not currently engaged in a boycott of goods or services from Israel that constitutes an integral part of business conducted or sought to be conducted with the State.

As a Contractor entering into a contract with the State of Kansas, it is hereby certified that the Company listed below is not currently engaged in a boycott of Israel as set forth in HB 2482, 2018 Legislature.

Signature, Title of Contractor

Date

Printed

Name of Company

1. Bidding Instructions

1.1. Bid Event ID / Reference Number

The Bid Event ID / RFP number, indicated in the header of this page, as well as on the first page of this proposal, has been assigned to this RFP and MUST be shown on all correspondence or other documents associated with this RFP and MUST be referred to in all verbal communications. All inquiries, written or verbal, shall be directed only to the procurement officer reflected on Page 1 of this proposal. There shall be no communication with any other State employee regarding this RFP except with designated state participants in attendance ONLY DURING:

- Negotiations
- Contract Signing
- as otherwise specified in this RFP.

Violations of this provision by bidder or state agency personnel may result in the rejection of the proposal.

1.2. Questions/Addenda

Questions requesting clarification of the bid event must be submitted in WRITING to the Procurement Officer prior to the close of business on April 14, 2021 to the following address:

Neal Farron
Telephone: 785-296-3122
Facsimile: 785-296-7240
E-Mail Address: neal.farron@ks.gov

Kansas Department of Administration
Procurement and Contracts
 900 SW Jackson, Suite 451-South
 Topeka, KS 66612-1286

Bidders must submit their questions using this template, including the specific RFP Section and Page related to each question. KDOL will respond in the same format and refer to a specific location in the RFP whenever possible. If similar questions are asked, KDOL may reference a response to another question.

No.	RFP Section	Page	Question	Answer
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

Failure to notify the Procurement Officer of any conflicts or ambiguities in this bid event may result in items being resolved in the best interest of the State. Any modification to this bid event shall be made in writing by addendum and available on the solicitation website. Only Written communications are binding.

Answers to questions will be available in the form of an addendum on the Procurement and Contracts' website, <http://admin.ks.gov/offices/procurement-and-contracts>.

It shall be the responsibility of all participating bidders to acquire any and all addenda and additional information as it is made available from the web site cited above. Vendors/Bidders not initially invited to participate in this Bid Event must notify the Procurement Officer (Event Contact) of their intent to bid at least 24 hours prior to the

event's closing date/time. Bidders are required to check the website periodically for any additional information or instructions.

1.3. Pre-Bid Conference

No pre-bid conference is scheduled for this bid event.

1.4. Negotiated Procurement

This is a negotiated procurement pursuant to K.S.A. 75-37,102. Final evaluation and award will be made by the Procurement Negotiation Committee (PNC) consisting of the following entities (or their designees):

- Secretary of Department of Administration;
- Director of Purchases, Department of Administration; and
- Head of Using Agency

1.5. Appearance Before Committee

Any, all or no bidders may be required to appear before the PNC to explain the bidder's understanding and approach to the project and/or respond to questions from the PNC concerning the proposal; or, the PNC may award without conducting negotiations, based on the initial proposal. The PNC reserves the right to request information from bidders as needed. If information is requested, the PNC is not required to request the information of all bidders.

Bidders selected to participate in negotiations may be given an opportunity to submit a revised technical and/or cost proposal/offer to the PNC, subject to a specified cut off time for submittal of revisions. Meetings before the PNC are not subject to the Open Meetings Act. Bidders are prohibited from electronically recording these meetings. All information received prior to the cut off time will be considered part of the bidder's revised offer.

No additional revisions shall be made after the specified cut off time unless requested by the PNC.

1.6. Notices

All notices, demands, requests, approvals, reports, instructions, consents or other communications (collectively "notices") that may be required or desired to be given by either party to the other shall be IN WRITING and addressed as follows:

Kansas Department of Administration
Procurement and Contracts
900 SW Jackson, Suite 451-South
Topeka, Kansas 66612-1286

RE: EVT0007951

or to any other persons or addresses as may be designated by notice from one party to the other.

1.7. Cost of Preparing Proposal

The cost of developing and submitting the proposal is entirely the responsibility of the bidder. This includes costs to determine the nature of the engagement, preparation of the proposal, submitting the proposal, negotiating for the contract and other costs associated with this RFP.

1.8. Preparation of Proposal

Prices are to be entered in spaces provided on the cost proposal form if provided herein. Computations and totals shall be indicated where required. In case of error in computations or totals, the unit price shall govern. The PNC has the right to rely on any prices provided by bidders. The bidder shall be responsible for any mathematical errors. The PNC reserves the right to reject proposals which contain errors.

All copies of cost proposals shall be submitted in a separate document separate from the technical proposal. The documents shall be identified clearly as "Cost Proposal" or "Technical Proposal" with the Bid Event ID / RFP number and closing date.

A proposal shall not be considered for award if the price in the proposal was not arrived at independently and without collusion, consultation, communication or agreement as to any matter related to price with any other bidder, competitor or public officer/employee.

Technical proposals shall contain a concise description of bidder's capabilities to satisfy the requirements of this RFP with emphasis on completeness and clarity of content. Repetition of terms and conditions of the RFP without additional clarification shall not be considered responsive.

1.9. Signature of Proposals

Each proposal shall give the complete legal name and mailing address of the bidder and be signed by an authorized representative by original signature with his or her name and legal title typed below the signature line. If the contract's contact will be a different entity, indicate that individual's contact information for communication purposes. Each proposal shall include the bidder's tax number.

1.10. Acknowledgment of Amendments

All bidders shall acknowledge receipt of any amendments to this bid event by returning a signed hard copy with the bid. Failure to acknowledge receipt of any amendments may render the proposal to be non-responsive. Changes to this bid event shall be issued only by the Office of Procurement and Contracts in writing.

1.11. Modification of Proposals

A bidder may modify a proposal by letter or by fax transmission at any time prior to the closing date and time for receipt of proposals.

1.12. Withdrawal of Proposals

A proposal may be withdrawn on written request from the bidder to the Procurement Officer at the Office of Procurement and Contracts prior to the closing date.

1.13. Competition

The purpose of this bid event is to seek competition. The bidder shall advise the Office of Procurement and Contracts if any specification, language or other requirement inadvertently restricts or limits bidding to a single source. Notification shall be in writing and must be received by the Office of Procurement and Contracts no later than five (5) business days prior to the bid closing date. The Director of Purchases reserves the right to waive minor deviations in the specifications which do not hinder the intent of this bid event.

1.14. Evaluation of Proposals

Award shall be made in the best interest of the State as determined by the PNC or their designees. Although no weighted value is assigned, consideration may focus toward but is not limited to:

- Cost. Bidders are not to inflate prices in the initial proposal as cost is a factor in determining who may receive an award or be invited to formal negotiations. The State reserves the right to award to the lowest responsive bid without conducting formal negotiations, if authorized by the PNC.
- Adequacy and completeness of proposal
- Bidder's understanding of the project
- Compliance with the terms and conditions of the RFP
- Experience in providing like services
- Qualified staff
- Methodology to accomplish tasks
- Response format as required by this RFP

1.15. Acceptance or Rejection

The Committee reserves the right to accept or reject any or all proposals or part of a proposal; to waive any informalities or technicalities; clarify any ambiguities in proposals; modify any criteria in this RFP; and unless otherwise specified, to accept any item in a proposal.

1.16. Proposal Disclosures

At the time of closing, only the names of those who submitted proposals shall be made public information. No price information will be released. A List of Bidders may be obtained in the following manner:

1. Attending the public bid opening at the time and date noted on the Bid Event, OR
2. Requesting a List of Bidders via e-mail to tabsheets@ks.gov or in writing to the following address. Include the Bid Event number EVT0007951 in all requests.

Kansas Department of Administration
Procurement and Contracts
Attn: Bid Results

900 SW Jackson, Suite 451-South
Topeka, KS 66612-1286

All other documents pertaining to the bid (tabsheet, individual bids, proposals, contract, etc.) are not available until the bid has been awarded, contract executed, or all bids rejected.

Once a bid file is available, requests for additional bid information are to be processed via Kansas Open Records Act Requests. Information is available at this link: <http://admin.ks.gov/offices/chief-counsel/kansas-open-records-act/kansas-open-records-act-procurement-and-contracts>.

1.17. Disclosure of Proposal Content and Proprietary Information

All proposals become the property of the State of Kansas. The Open Records Act (K.S.A. 45-215 et seq) of the State of Kansas requires public information be placed in the public domain at the conclusion of the selection process, and be available for examination by all interested parties. (<http://www.admin.ks.gov/offices/chief-counsel/kansas-open-records-act/kansas-open-records-act-procurement-and-contracts>) No proposals shall be disclosed until after a contract award has been issued. The State reserves the right to destroy all proposals if the RFP is withdrawn, a contract award is withdrawn, or in accordance with Kansas law. Late Technical and/or Cost proposals will be retained unopened in the file and not receive consideration or may be returned to the bidder.

Trade secrets or proprietary information legally recognized as such and protected by law may be requested to be withheld if clearly labeled "Proprietary" on each individual page and provided as separate from the main proposal. Pricing information is not considered proprietary and the bidder's entire proposal response package will not be considered proprietary.

All information requested to be handled as "Proprietary" shall be submitted separately from the main proposal and clearly labeled, in a separate document apart from all other documentation. The bidder shall provide detailed written documentation justifying why this material should be considered "Proprietary". The Office of Procurement and Contracts reserves the right to accept, amend or deny such requests for maintaining information as proprietary in accordance with Kansas law.

The State of Kansas does not guarantee protection of any information which is not submitted as required.

1.18. Exceptions

By submission of a response, the bidder acknowledges and accepts all terms and conditions of the RFP unless clearly avowed and wholly documented in a separate section of the Technical Proposal to be entitled: "Exceptions".

1.19. Notice of Award

An award is made on execution of the written contract by all parties.

1.20. News Releases

Only the State is authorized to issue news releases relating to this bid event, its evaluation, award and/or performance of the resulting contract.

2. Proposal Response

2.1. Submission of Proposals via Email

Bids may be submitted via email to procurement@ks.gov by the due date and time. Subject Line of email must contain EVT007951 and your company name.

For bids submitted via email, bidder's proposal shall consist of:

- A Technical Proposal, including the signed Event Details document, applicable literature and other supporting documents, in Microsoft® Word, Excel or searchable PDF®.
- A Cost Proposal, in Microsoft® Word, Excel or searchable PDF®.

The technical proposal file must be named "EVT0007951 Company Name Technical Proposal" and the cost proposal file must be named "EVT0007951 Company Name Cost Proposal".

Bidder's proposal shall be received no later than 2:00 p.m., Central Time, on the closing date.

It is the bidder's responsibility to ensure bids are received by the closing date and time. Delays in email delivery shall not excuse late bid submissions.

Faxed and telephoned proposals are not acceptable.

Proposals received prior to the closing date shall be kept in a secured file until closing. The State shall not be responsible for the premature opening of a proposal or for the rejection of a proposal that was not received prior to the closing date because it was not properly identified on the email. Late Technical and/or Cost proposals will be retained unopened in the file and not receive consideration.

2.2. Proposal Format

Bidders should respond to the KDOL RFP in the following format and sections, including a Table of Content for the document that matches KDOL's RFP outline. **Bidders must limit responses to no more than fifty (50) pages. The fifty-page limit does not include responses to the Request for Proposal attachments.**

Responses should be phrased in terms and language that can be easily understood by non-technical personnel. Bidders may add an overview or attachments as needed but should reply to the unique offering in response to the requirements. Focus the response on what solution will be provided to ensure that the solution meets KDOL's needs. Bidder responses must be provided in the sheet attached to RFP (Attachment 1 KDOL Modernization Requirements Response).

2.3. Organization Background / Introduction / Qualifications

Describe the Bidder organization's and its subcontractors' overall qualifications and experience to carry out a project of this nature and scope. The use of "boilerplate" content in the response must be extremely limited (i.e., target this information for the specific needs outlined for this Project).

Bidders shall also respond to the following statements:

- (a) the bidder is the prime contractor and identifying all subcontractors;
- (b) the bidder is a corporation or other legal entity;
- (c) no attempt has been made or will be made to induce any other person or firm to submit or not to submit a proposal;
- (d) the bidder does not discriminate in employment practices with regard to race, color, religion, age (except as provided by law), sex, marital status, political affiliation, national origin or disability;
- (e) no cost or pricing information has been included in the transmittal letter or the Technical Proposal;
- (f) the bidder presently has no interest, direct or indirect, which would conflict with the performance of services under this contract and shall not employ, in the performance of this contract, any person having a conflict;
- (g) the person signing the proposal is authorized to make decisions as to pricing quoted and has not participated, and will not participate, in any action contrary to the above statements;
- (h) whether there is a reasonable probability that the bidder is or will be associated with any parent, affiliate or subsidiary organization, either formally or informally, in supplying any service or furnishing any supplies or equipment to the bidder which would relate to the performance of this contract. If the statement is in the affirmative, the bidder is required to submit with the proposal, written certification and authorization from the parent, affiliate or subsidiary organization granting the State and/or the federal government the right to examine any directly pertinent books, documents, papers and records involving such transactions related to the contract. Further, if at any time after a proposal is submitted, such an association arises, the bidder will obtain a similar

certification and authorization and failure to do so will constitute grounds for termination for cause of the contract at the option of the State;

(i) bidder agrees that any lost or reduced federal matching money resulting from unacceptable performance in a contractor task or responsibility defined in the RFP, contract or modification shall be accompanied by reductions in state payments to Contractor; and

(j) the bidder has not been retained, nor has it retained a person to solicit or secure a state contract on an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the bidder for the purpose of securing business.

For breach of this provision, the Committee shall have the right to reject the proposal, terminate the contract for cause and/or deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee or other benefit.

2.4. Bidder Project Approach, Solution Proposal

The Bidder must describe the overall approach to the process used throughout the KDOL UI Modernization Project to deliver solutions that meet project goals and objectives. The Bidder should provide a summary overview of the UI solution being proposed that will completely replace the KDOL UI legacy systems as described in Project Scope. Provide examples, diagrams, or other illustrations needed to fully describe the offering to modernize KDOL UI systems. Describe the overall approach to the Modernization project, using any approaches, methodologies, tools, templates, solutions, offerings from your organization.

Bidders may, if desired, submit an offer for optional tasks and deliverables in this section. KDOL will determine whether to award the Optional Task and Project Deliverable (if Bidder included a proposal for that item) based on the total price of the offer, the proposed price for that deliverable, Bidder's qualifications related to that deliverable, and KDOL's available funding. Optional Tasks and additional offerings must be listed separately on the cost sheet.

2.5. Project Assumptions

The Bidder must describe any business, economic, legal, programmatic, or practical assumptions that underlie the Bidder's response to this RFP.

2.6. References

The Bidder must have designed, developed, configured, and/or customized, and successfully implemented at least one (1) complete integrated UI solution (Benefits, Appeals, and Tax) within the last five (5) years for paying customers external to the Bidder's organization. The Bidder must supply at least one (1) but no more than three (3) references that verify this qualification item. KDOL prefers that Bidder will provide both the technology solution and the Staff who will configure, implement, or support it. KDOL may award additional points for Bidders that successfully implemented more than one complete integrated UI solution. For each reference listed, provide:

- Contact Information: Name, Company, Address, Phone, e-mail Address
- Solution implemented
- How long solution has been fully functional in a production environment

2.7. Tasks and Required Project Deliverables Responses

For each of the (15) Tasks and associated Project Deliverables, the Bidder must describe the methods or approaches used to approach used to develop the deliverables, demonstrating an understanding of the deliverable. Describe any proposed changes to the deliverable, mapping the proposed to activities, milestone dates, or tasks in the RFP.

Task #	Deliverable	Initial Plan Date	Acceptance Criteria
#	Deliverable Name	Include the initial date or proposed date	Methods or approaches used to develop the deliverables or alternative to the deliverable

2.8. Bidder Capabilities

- The project organization chart for Bidder's proposed staff.
- One (1) summary table, with a row for each proposed Project participant, including the following: Participant name, role or position in current employment, employer name (i.e., Bidder or subcontractor name), key function(s) in current role/position, years of experience for role/position, proposed role on this Project, percent of the time to be dedicated to the Project, whether proposed to be onsite or remote and years of

experience with UI systems and modernization efforts. KDOL expects appropriate key Staff to be dedicated to this Project.

Role/Position	Current Role, Employer, and Key Functions	Years of Experience in Role	Years of Experience with UI systems & Modernization	% of time allocated to KDOL Project
Role	Description of Role & Function	# Years	# Years	% time

2.9. **Response to Business Functional, Regulatory & Compliance, and Technical Requirements**

Bidder responses must be provided in the Excel response sheet attached to RFP: KDOL_Modernization_Requirements_Response_Sheet.xls.

A comprehensive list of requirements is outlined in UI Requirements (Attachment 2). For each requirement in Business & Functional Requirements (Sections 400, 600, 700, 800, 900) and Vendor, Regulatory & Compliance, and Technical Requirements (Sections 100, 300, 500), the Bidder must respond by using the corresponding response codes to identify whether the requirement is met and how it is met. Additional descriptions and supporting comments may be provided in the Description column.

The bidder is required to complete the matrix when providing an RFP response by using the corresponding response codes.

- **Requirement Met:** Indicate if their proposed solution currently meets the requirement. Response Codes: Yes, No, Partial
- **How Requirement Is Met:** Specify how the requirement is met. Response Codes:
 - SF = Standard Functionality: the solution provides the requested functionality without any change. Only use SF if the current release of software or solution meets the requirements "as is."
 - CF = Configuration: Configuration of the standard software offering utilizing the delivered toolset to satisfy the specific requirement.
 - CD = Custom Development: the desired feature or functionality is not available as part of the baseline software and will require custom development to meet the requirement.
- **Additional Description/Comments:** If the requirement is not met or custom development is needed, provide a descriptive response of the proposed solution to meet the requirement. If functionality is planned in an upcoming release of the application, indicate the description and the release date. Supporting comments may also be included in this column.

Requirements Sections (100, 300, 400, 500, 600, 700, 800, 900)					
Requirement ID:	Requirement Section:	Requirement Description:	Requirement Met:	How Requirement Met:	Additional Description/Comments:
#	#	Requirement Description	(Yes, No, Partial)	(SF, CF, CD)	Additional description of how the requirement is or how it will be met

2.10. **Bidder Contracts**

Bidders must include with their RFP response, a copy of any contracts, agreements, licenses, warranties, etc. that the bidder would propose to incorporate into the contract generated from this Bid Event. (State of Kansas form DA-146a remains a mandatory requirement in all contracts.)

2.11. **Technical Literature**

All Technical Proposals shall include specifications and technical literature sufficient to allow the State to determine that the equipment/services meet(s) all requirements. If a requirement is not addressed in the technical literature, it must be supported by additional documentation and included with the bid. Proposals without sufficient technical documentation may be rejected.

2.12. Demonstration Requirements

A demonstration of the selected solution for the using agencies may be required before final contract approval. The State of Kansas reserves the right to request said solution fully configured/operational for testing, which shall be furnished at no expense to the State within ten (10) days after receipt of request.

2.13. Procurement Card (P-Card)

Many State Agencies use a State of Kansas Procurement Card (currently Visa) in lieu of a state warrant to pay for certain purchases. No additional charges will be allowed for using the P-Card. Bidders shall indicate on the Event Details document if they will accept the Procurement Card for payment.

3. Terms and Conditions

3.1. Contract

The successful bidder will be required to enter into a written contract with the State. The contractor agrees to accept the provisions of Form DA 146a (Contractual Provisions Attachment), which is incorporated into all contracts with the State and is incorporated into this bid event.

3.2. Contract Documents

This bid event, any amendments, the response and any response amendments of the Contractor, and the State of Kansas DA-146a (Contractual Provision Attachment) shall be incorporated into the written contract, which shall compose the complete understanding of the parties.

In the event of a conflict in terms of language among the documents, the following order of precedence shall govern:

- Form DA 146a;
- written modifications to the executed contract;
- written contract signed by the parties;
- the Bid Event documents, including any and all amendments; and
- Contractor's written offer submitted in response to the Bid Event as finalized.

3.3. Captions

The captions or headings in this contract are for reference only and do not define, describe, extend, or limit the scope or intent of this contract.

3.4. Definitions

A glossary of common procurement terms is available at <http://admin.ks.gov/offices/procurement-and-contracts>, under the "Procurement Forms" link.

3.5. Contract Formation

No contract shall be considered to have been entered into by the State until all statutorily required signatures and certifications have been rendered and a written contract has been signed by the contractor.

3.6. Statutes

Each and every provision of law and clause required by law to be inserted in the contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then on the application of either party the contract shall be amended to make such insertion or correction.

3.7. Governing Law

This contract shall be governed by the laws of the State of Kansas and shall be deemed executed in Topeka, Shawnee County, Kansas.

3.8. Jurisdiction

The parties shall bring any and all legal proceedings arising hereunder in the State of Kansas District Court of Shawnee County, unless otherwise specified and agreed upon by the State of Kansas. Contractor waives personal service of process, all defenses of lack of personal jurisdiction and forum non conveniens. The Eleventh Amendment of the United States Constitution is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this Agreement shall be deemed a waiver of the Eleventh Amendment.

3.9. Mandatory Provisions

The provisions found in Contractual Provisions Attachment (DA 146a) are incorporated by reference and made a part of this contract.

3.10. Termination for Cause

The Director of Purchases may terminate this contract, or any part of this contract, for cause under any one of the following circumstances:

- the Contractor fails to make delivery of goods or services as specified in this contract;
- the Contractor provides substandard quality or workmanship;

- the Contractor fails to perform any of the provisions of this contract, or
- the Contractor fails to make progress as to endanger performance of this contract in accordance with its terms.

The Director of Purchases shall provide Contractor with written notice of the conditions endangering performance. If the Contractor fails to remedy the conditions within ten (10) days from the receipt of the notice (or such longer period as State may authorize in writing), the Director of Purchases shall issue the Contractor an order to stop work immediately. Receipt of the notice shall be presumed to have occurred within three (3) days of the date of the notice.

3.11. Termination for Convenience

The Director of Purchases may terminate performance of work under this contract in whole or in part whenever, for any reason, the Director of Purchases shall determine that the termination is in the best interest of the State of Kansas. In the event that the Director of Purchases elects to terminate this contract pursuant to this provision, it shall provide the Contractor written notice at least 30 days prior to the termination date. The termination shall be effective as of the date specified in the notice. The Contractor shall continue to perform any part of the work that may have not been terminated by the notice.

3.12. Rights and Remedies

If this contract is terminated, the State, in addition to any other rights provided for in this contract, may require the Contractor to transfer title and deliver to the State in the manner and to the extent directed, any completed materials. The State shall be obligated only for those services and materials rendered and accepted prior to the date of termination.

In the event of termination, the Contractor shall receive payment prorated for that portion of the contract period services were provided to or goods were accepted by State subject to any offset by State for actual damages including loss of federal matching funds.

The rights and remedies of the State provided for in this contract shall not be exclusive and are in addition to any other rights and remedies provided by law.

3.13. Debarment of State Contractors

Any Contractor who defaults on delivery or does not perform in a satisfactory manner as defined in this Contract may be barred for a period up to three (3) years, pursuant to KSA 75-37,103, or have their work evaluated for pre-qualification purposes pursuant to K.S.A. 75-37,104.

3.14. Antitrust

If the Contractor elects not to proceed with performance under any such contract with the State, the Contractor assigns to the State all rights to and interests in any cause of action it has or may acquire under the anti-trust laws of the United States and the State of Kansas relating to the particular products or services purchased or acquired by the State pursuant to this contract.

3.15. Breach

Waiver or any breach of any contract term or condition shall not be deemed a waiver of any prior or subsequent breach. No contract term or condition shall be held to be waived, modified, or deleted except by a written instrument signed by the parties thereto.

If any contract term or condition or application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition or application. To this end the contract terms and conditions are severable.

3.16. Hold Harmless

The Contractor shall indemnify the State against any and all loss or damage to the extent arising out of the Contractor's negligence in the performance of services under this contract and for infringement of any copyright or patent occurring in connection with or in any way incidental to or arising out of the occupancy, use, service, operations or performance of work under this contract.

The State shall not be precluded from receiving the benefits of any insurance the Contractor may carry which provides for indemnification for any loss or damage to property in the Contractor's custody and control, where such loss or destruction is to state property. The Contractor shall do nothing to prejudice the State's right to recover against third parties for any loss, destruction or damage to State property.

3.17. Force Majeure

The Contractor shall not be held liable if the failure to perform under this contract arises out of causes beyond the control of the Contractor. Causes may include, but are not limited to, acts of nature, fires, tornadoes, quarantine, strikes other than by Contractor's employees, and freight embargoes.

3.18. Assignment

The Contractor shall not assign, convey, encumber, or otherwise transfer its rights or duties under this contract without the prior written consent of the State. State may reasonably withhold consent for any reason.

This contract may terminate for cause in the event of its assignment, conveyance, encumbrance or other transfer by the Contractor without the prior written consent of the State.

3.19. Third Party Beneficiaries

This contract shall not be construed as providing an enforceable right to any third party.

3.20. Waiver

Waiver of any breach of any provision in this contract shall not be a waiver of any prior or subsequent breach. Any waiver shall be in writing and any forbearance or indulgence in any other form or manner by State shall not constitute a waiver.

3.21. Injunctions

Should Kansas be prevented or enjoined from proceeding with the acquisition before or after contract execution by reason of any litigation or other reason beyond the control of the State, Contractor shall not be entitled to make or assert claim for damage by reason of said delay.

3.22. Staff Qualifications

The Contractor shall warrant that all persons assigned by it to the performance of this contract shall be employees of the Contractor (or specified Subcontractor) and shall be fully qualified to perform the work required. The Contractor shall include a similar provision in any contract with any Subcontractor selected to perform work under this contract.

Failure of the Contractor to provide qualified staffing at the level required by the contract specifications may result in termination of this contract or damages.

3.23. Subcontractors

The Contractor shall be the sole source of contact for the contract. The State will not subcontract any work under the contract to any other firm and will not deal with any subcontractors. The Contractor is totally responsible for all actions and work performed by its subcontractors. All terms, conditions and requirements of the contract shall apply without qualification to any services performed or goods provided by any subcontractor.

3.24. Independent Contractor

Both parties, in the performance of this contract, shall be acting in their individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor accepts full responsibility for payment of unemployment insurance, workers compensation, social security, income tax deductions and any other taxes or payroll deductions required by law for its employees engaged in work authorized by this contract.

3.25. Worker Misclassification

The Contractor and all lower tiered subcontractors under the Contractor shall properly classify workers as employees rather than independent contractors and treat them accordingly for purposes of workers' compensation insurance coverage, unemployment taxes, social security taxes, and income tax withholding. Failure to do so may result in contract termination.

3.26. Immigration and Reform Control Act of 1986 (IRCA)

All contractors are expected to comply with the Immigration and Reform Control Act of 1986 (IRCA), as may be amended from time to time. This Act, with certain limitations, requires the verification of the employment status of all individuals who were hired on or after November 6, 1986, by the Contractor as well as any subcontractor or sub-contractors. The usual method of verification is through the Employment Verification (I-9) Form.

With the submission of this bid, the Contractor hereby certifies without exception that such Contractor has complied with all federal and state laws relating to immigration and reform. Any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and, at the State's option, may subject the contract to termination for cause and any applicable damages.

Unless provided otherwise herein, all contractors are expected to be able to produce for the State any documentation or other such evidence to verify Contractor's IRCA compliance with any provision, duty, certification or like item under the contract.

Contractor will provide a copy of a signed Certification Regarding Immigration Reform and Control Form (<http://admin.ks.gov/docs/default-source/ofpm/procurement-contracts/irca.doc?sfvrsn=6>) with the technical proposal.

3.27. Proof of Insurance

Upon request, the Contractor shall present an affidavit of Worker's Compensation, Public Liability, and Property Damage Insurance to Procurement and Contracts.

3.28. Conflict of Interest

The Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any professional personnel who are also in the employ of the State and providing services involving this contract or services similar in nature to the scope of this contract to the State. Furthermore, the Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any state employee who has participated in the making of this contract until at least two years after his/her termination of employment with the State.

3.29. Nondiscrimination and Workplace Safety

The Contractor agrees to abide by all federal, state and local laws, and rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violations of applicable laws or rules or regulations may result in termination of this contract.

3.30. Confidentiality

The Contractor may have access to private or confidential data maintained by State to the extent necessary to carry out its responsibilities under this contract. Contractor must comply with all the requirements of the Kansas Open Records Act (K.S.A. 45-215 et seq.) in providing services under this contract. Contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act. No private or confidential data collected, maintained or used in the course of performance of this contract shall be disseminated by either party except as authorized by statute, either during the period of the contract or thereafter. Contractor agrees to return any or all data furnished by the State promptly at the request of State in whatever form it is maintained by Contractor. On the termination or expiration of this contract, Contractor shall not use any of such data or any material derived from the data for any purpose and, where so instructed by State, shall destroy or render it unreadable.

3.31. HIPAA Confidentiality

Per the Health Insurance Portability and Accountability Act (1996) (HIPAA), the agency is a covered entity under the act and therefore Contractor is not permitted to use or disclose health information in ways that the agency could not. This protection continues as long as the data is in the hands of the Contractor.

The Contractor shall establish and maintain procedures and controls acceptable to the agency to protect the privacy of members' information. Unless the Contractor has the member's written consent, the Contractor shall not use any personally identifiable information obtained for any reason other than that mandated by this agreement.

3.32. Environmental Protection

The Contractor shall abide by all federal, state and local laws, and rules and regulations regarding the protection of the environment. The Contractor shall report any violations to the applicable governmental agency. A violation of applicable laws or rule or regulations may result in termination of this contract for cause.

3.33. Care of State Property

The Contractor shall be responsible for the proper care and custody of any state owned personal tangible property and real property furnished for Contractor's use in connection with the performance of this contract. The Contractor shall reimburse the State for such property's loss or damage caused by the Contractor, except for normal wear and tear.

3.34. Prohibition of Gratuities

Neither the Contractor nor any person, firm or corporation employed by the Contractor in the performance of this contract shall offer or give any gift, money or anything of value or any promise for future reward or compensation to any State employee at any time.

3.35. Retention of Records

Unless the State specifies in writing a different period of time, the Contractor agrees to preserve and make available at reasonable times all of its books, documents, papers, records and other evidence involving transactions related to this contract for a period of five (5) years from the date of the expiration or termination of this contract.

Matters involving litigation shall be kept for one (1) year following the termination of litigation, including all appeals, if the litigation exceeds five (5) years.

The Contractor agrees that authorized federal and state representatives, including but not limited to, personnel of the using agency; independent auditors acting on behalf of state and/or federal agencies shall have access to and the right to examine records during the contract period and during the five (5) year post contract period. Delivery of and access to the records shall be within five (5) business days at no cost to the state.

3.36. Off-Shore Sourcing

If, during the term of the contract, the Contractor or subcontractor plans to move work previously performed in the United States to a location outside of the United States, the Contractor shall immediately notify the Procurement and Contracts and the respective agency in writing, indicating the desired new location, the nature of the work to be moved and the percentage of work that would be relocated. The Director of Purchases, with the advice of the respective agency, must approve any changes prior to work being relocated. Failure to obtain the Director's approval may be grounds to terminate the contract for cause.

3.37. On-Site Inspection

Failure to adequately inspect the premises shall not relieve the Contractor from furnishing without additional cost to the State any materials, equipment, supplies or labor that may be required to carry out the intent of this Contract.

3.38. Definite Quantity Contract

This is a close-ended contract between the Contractor and the State to furnish a predetermined quantity of a good or service in a given period of time.

3.39. Prices

Prices shall remain firm for the entire contract period and subsequent renewals. Prices shall be net delivered, including all trade, quantity and cash discounts. Any price reductions available during the contract period shall be offered to the State of Kansas. Failure to provide available price reductions may result in termination of the contract for cause.

3.40. Payment

Payment Terms are Net 30 days. Payment date and receipt of order date shall be based upon K.S.A. 75-6403(b). This Statute requires state agencies to pay the full amount due for goods or services on or before the 30th calendar day after the date the agency receives such goods or services or the bill for the goods and services, whichever is later, unless other provisions for payment are agreed to in writing by the Contractor and the state agency. NOTE: If the 30th calendar day noted above falls on a Saturday, Sunday, or legal holiday, the following workday will become the required payment date.

Payments shall not be made for costs or items not listed in this contract.

Payment schedule shall be on a frequency mutually agreed upon by both the agency and the Contractor.

Payment Table

KDOL will issue payment for a deliverable upon successful completion of the acceptance criteria as listed under the Deliverables section. Each deliverable and its acceptance criteria will be mutually agreed upon during the project kick-off meeting and activities. No payment will be made prior to the delivery and acceptance of a deliverable. KDOL shall retain a holdback percentage of 10% on the final negotiated cost of each deliverable as described below:

Execution Phase	Date	Payment %
Requirements Validation	9/1/2021	4%
Document Future State	12/1/2021	9%
Design	3/29/2022	7%
Build	8/1/2022	13%
Testing		
SIT Testing	12/1/2022	11%
UAT Testing	5/1/2023	5%
End to End Testing	7/1/2023	9%
Training	2/1/2023	5%
Data Conversion	9/1/2023	6%
Go Live	8/1/2023	9%
Project Acceptance	10/1/2023	14%
Holdback	2/1/2024	10%
Totals		100%

3.41. Invoices

The Awarded Vendor may invoice KDOL for a deliverable only after KDOL has formally accepted the deliverable in writing. KDOL documents deliverable approval must be received from all documented signatories or their designees. Awarded Vendor may not invoice KDOL for work in progress deliverables.

3.42. Accounts Receivable Set-Off Program

If, during the course of this contract the Contractor is found to owe a debt to the State of Kansas, a state agency, municipality, or the federal government, agency payments to the Contractor may be intercepted / setoff by the State of Kansas. Notice of the setoff action will be provided to the Contractor. Pursuant to K.S.A. 75-6201 et seq, Contractor shall have the opportunity to challenge the validity of the debt. The Contractor shall credit the account of the agency making the payment in an amount equal to the funds intercepted.

K.S.A. 75-6201 et seq. allows the Director of Accounts & Reports to setoff funds the State of Kansas owes Contractors against debts owed by the Contractors to the State of Kansas, state agencies, municipalities, or the federal government. Payments setoff in this manner constitute lawful payment for services or goods received. The Contractor benefits fully from the payment because its obligation is reduced by the amount subject to setoff.

3.43. Federal, State and Local Taxes

Unless otherwise specified, the contracted price shall include all applicable federal, state and local taxes. The Contractor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Contract. The State of Kansas is exempt from state sales or use taxes and federal excise taxes for direct purchases. These taxes shall not be included in the contracted price. Upon request, the State shall provide to the Contractor a certificate of tax exemption.

The State makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.

3.44. Charge Back Clause

If the Contractor fails to deliver the product within the delivery time established by the contract, the State reserves the right to purchase the product from the open market and charge back the difference between contract price and open market price to the Contractor.

3.45. Debarment of State Contractors

Any Contractor who defaults on delivery or does not perform in a satisfactory manner as defined in this Agreement may be barred for up to a period of three (3) years, pursuant to K.S.A. 75-37,103, or have its work

evaluated for pre-qualification purposes. Contractor shall disclose any conviction or judgment for a criminal or civil offense of any employee, individual or entity which controls a company or organization or will perform work under this Agreement that indicates a lack of business integrity or business honesty. This includes (1) conviction of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract or in the performance of such contract or subcontract; (2) conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property; (3) conviction under state or federal antitrust statutes; and (4) any other offense to be so serious and compelling as to affect responsibility as a state contractor. For the purpose of this section, an individual or entity shall be presumed to have control of a company or organization if the individual or entity directly or indirectly, or acting in concert with one or more individuals or entities, owns or controls 25 percent or more of its equity, or otherwise controls its management or policies. Failure to disclose an offense may result in the termination of the contract.

3.46. Materials and Workmanship

The Contractor shall perform all work and furnish all supplies and materials, machinery, equipment, facilities, and means, necessary to complete all the work required by this Contract, within the time specified, in accordance with the provisions as specified.

The Contractor shall be responsible for all work put in under these specifications and shall make good, repair and/or replace, at the Contractor's own expense, as may be necessary, any defective work, material, etc., if in the opinion of agency and/or Procurement and Contracts said issue is due to imperfection in material, design, workmanship or Contractor fault.

3.47. Industry Standards

If not otherwise provided, materials or work called for in this contract shall be furnished and performed in accordance with best established practice and standards recognized by the contracted industry and comply with all codes and regulations which shall apply.

3.48. Implied Requirements

All products and services not specifically mentioned in this contract, but which are necessary to provide the functional capabilities described by the specifications, shall be included.

3.49. Submission of the Bid

Submission of the bid will be considered presumptive evidence that the bidder is conversant with local facilities and difficulties, the requirements of the documents and of pertinent State and/or local codes, state of labor and material markets, and has made due allowances in the proposal for all contingencies. Later claims for labor, work, materials, equipment, and tax liability required for any difficulties encountered which could have been foreseen will not be recognized and all such difficulties shall be properly taken care of by Contractor at no additional cost to the State of Kansas.

3.50. Warranty

The Awarded Vendor must provide a warranty period of at least one (1) calendar year beginning the day after System Acceptance, as defined above, during which time defects identified must be corrected at no additional cost to the State. The Warranty covers defects that KDOL reports to the Awarded Vendor using the approved process on or before the Warranty Period End Date. Correction and testing of such defects may extend beyond the Warranty Period End Date as needed until acceptance. Lower priority warranty defects shall be corrected at no cost during the duration of the contract, regardless of when they are prioritized.

The Awarded Vendor and KDOL will agree in writing on the Warranty process before the Warranty period begins, including but not limited to identification and reporting, correcting, testing and acceptance, production software release, warranty completion confirmation process, escalation paths, and warranty staff location, using an existing KDOL template.

3.51. Inspection

The State reserves the right to reject, on arrival at destination, any items which do not conform with specification of the Contract.

3.52. Acceptance

No contract provision or use of items by the State shall constitute acceptance or relieve the Contractor of liability in respect to any expressed or implied warranties.

3.53. Ownership

All data, forms, procedures, software, manuals, system descriptions and workflows developed or accumulated by the Contractor under this contract shall be owned by the using agency. The Contractor may not release any materials without the written approval of the using agency.

Ownership of all pre-existing intellectual property and any derivatives of said intellectual property of Contractor and Contractor's licensors shall remain with Contractor.

Pursuant to IRS requirements all computer and network equipment used in the performance of this contract will be considered property of the State during the contract term.

3.54. Information/Data

Any and all information/data required to be provided at any time during the contract term shall be made available in a format as requested and/or approved by the State.

3.55. Certification of Materials Submitted

The Bid document, together with the specifications set forth herein and all data submitted by the Contractor to support their response including brochures, manuals, and descriptions covering the operating characteristics of the item(s) proposed, shall become a part of the contract between the Contractor and the State of Kansas. Any written representation covering such matters as reliability of the item(s), the experience of other users, or warranties of performance shall be incorporated by reference into the contract.

3.56. Transition Assistance

In the event of contract termination or expiration, Contractor shall provide all reasonable and necessary assistance to State to allow for a functional transition to another vendor.

3.57. Integration

This contract, in its final composite form, shall represent the entire agreement between the parties and shall supersede all prior negotiations, representations or agreements, either written or oral, between the parties relating to the subject matter hereof. This Agreement between the parties shall be independent of and have no effect on any other contracts of either party.

3.58. Modification

This contract shall be modified only by the written agreement and approval of the parties. No alteration or variation of the terms and conditions of the contract shall be valid unless made in writing and signed by the parties. Every amendment shall specify the date on which its provisions shall be effective.

3.59. Severability

If any provision of this contract is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this contract shall not be affected and each provision of this contract shall be enforced to the fullest extent permitted by law.

3.60. Retainage

Any delay or failure by Contractor to complete the mutually agreed to deliverables by their due dates or to achieve the required quality conditions set forth by the Contract resulting from this RFP will result in loss of project funding which may jeopardize the proper delivery of the Agency's programs. Time is of the essence. To limit the Agency's liability and provide added incentive, the Agency and Contractor agree the Agency will retain 10% of the final negotiated cost of each deliverable, which will be paid, in part or in full, to the Contractor after all timely deliverables are accepted as complete and without condition.

If Contractor fails to meet the quality or time standards set forth in the deliverable expectation documents (DED) created as part of the quality assurance review process (QARP), the Agency, in its sole discretion, may reduce the amount of the final payment to compensate for costs incurred by the Agency.

3.61. Final System Acceptance

System Acceptance is the period of time for KDOL to approve the system's operation in a full production environment. System Acceptance will be achieved when the following conditions have been met:

- All awarded Deliverables have been accepted and signed off by the KDOL IT Contract Manager.
- All production releases have been completed, and the system has been fully implemented (i.e., for all users) for a minimum of thirty (30) business days.
- The system is running in accordance with the approved detailed design documentation, and all of the following conditions are met:

- No Severity 1 defects exist;

Level 1 Critical: Any Error, Deficiency, or issue causing the Application Services, System(s), or related Deliverables (or any portion thereof) to be un-Available in a manner that affects a vast majority of State Users or Users.

- No more than ten (10) Severity 2 defects exist;

Level 2 Major: Any Error, Deficiency, or issue causing the Application Services, System(s), or related Deliverables (or any portion thereof) to be un-Available in a manner that affects a substantial number of State Users or Users.

-
- All remaining unresolved Severity 3 and 4 defects are prioritized.

Level 3 Important: Any Error, Deficiency, or issue causing the Application Services, System(s), or related Deliverables (or any portion thereof) to be un-Available in a manner that affects a material number of State Users or Users. For example, when a minor defect is reported.

Level 4 Minor: A minor Error, Deficiency, or issue not covered in levels 1–3 above.

- KDOL will document System Acceptance in writing.
- Incremental production releases of component deliverables prior to the final production release will not require a System Acceptance period, but the Awarded Vendor must provide production support.
- All Training for KDOL Staff is complete.

3.62. **Software Escrow Agreement**

The Awarded Vendor shall maintain copies of the Awarded Vendor-Owned Software System Source Materials in escrow with an independent nationally-recognized technology escrow company pre-approved by the State. The escrowed materials shall include the Custom-Developed Software, the Awarded Vendor-Owned Software, and (subject to any EULA or separate third-party escrow agreement incorporated in this Contract) the Third-Party Software, including as to all such Software Upgrades. All costs for establishing and maintaining the System Source Materials in escrow shall be borne by the Awarded Vendor. The Awarded Vendor shall notify the State of each Upgrade to the Software held in escrow.

Within fifteen (15) calendar days after the State's written acceptance of the implementation of the System, the Awarded Vendor shall submit to the State a letter naming the escrow company that the Awarded Vendor intends to use, with the understanding that the State may approve or disapprove the named company. This letter must include the name, address, and full contact information for the recommended escrow company and a proposed three-party escrow agreement among the State, the Awarded Vendor, and the escrow company. The State will indicate its approval or disapproval in writing.

Within fifteen (15) calendar days after the execution of the escrow agreement, the Awarded Vendor shall place the System Source Materials in escrow with the approved escrow company. The escrow agreement shall state that it is a supplementary agreement to this Contract pursuant to Section 365(n) of the United States Bankruptcy Code. The Awarded Vendor shall provide the State with a signed letter from the escrow company in question stating that the code has been placed in escrow and confirming the State's right to obtain the System Source Materials directly from the escrow company in the event of Awarded Vendor default as described below. Throughout the term of the Contract and any extensions of same, the Awarded Vendor shall periodically update the System Source Materials and notify the State in writing that it has been updated and that the System Source Materials in escrow is current with the State's production environment, matches the State's production version level, and includes any upgrades, updates, enhancements, or news releases that are applied to the State's system. The State, at its option and expense, may verify the completeness and accuracy of the System Source Materials by independent audit during the Contract Term.

If for any reason during the Contract Term, (a) a receiver, trustee or similar officer is appointed for the business or property of Awarded Vendor; (b) Awarded Vendor files a petition in bankruptcy, files a petition seeking any reorganization (without confirming immediately in writing to the State that it will continue to maintain the System in accordance with the terms of the Contract or any applicable maintenance agreement; (c) Awarded Vendor makes an arrangement, composition or similar relief under any law regarding insolvency or relief for debtors, or makes and assignment for the benefit of creditors; (d) any involuntary petition or proceeding under bankruptcy or insolvency laws instituted against the Awarded Vendor and not stayed, enjoined or discharged within 60 days; (e) Awarded Vendor takes any corporate action authorizing any of the foregoing; (f) any similar or analogous proceedings or event to those in clauses (a) through (e) above occurs in respect of Awarded Vendor

within any jurisdiction outside the United States; (g) Awarded Vendor ceases to carry on its business with relates to the Software (h) Awarded Vendor in material breach of its obligations as to maintenance or modification of the System under the Contract or any maintenance agreement entered into in connection with the System and has failed to remedy such default notified by the State to Awarded Vendor within the period set forth in this agreement; or (i) Awarded Vendor becomes unable or unwilling to fulfill its obligations to maintain or support as described herein, the Awarded Vendor agrees to deliver the System Source Materials held in escrow to the State and also agrees that, under such terms, the State may instruct the escrow company in writing for and on behalf of the Awarded Vendor to deliver the System Source Materials held in escrow to the State. In the event that the Awarded Vendor fails to deliver the System Source Materials in a timely manner, as determined by the State, the State may obtain the System Source Materials directly from the escrow company pursuant to the escrow agreement.

3.63. Security Agreements and Background Checks

All contracted staff must be fingerprinted and background checked as required per IRS Publication 1075 and any amendments thereto. Please refer to <https://www.irs.gov/pub/irs-pdf/p1075.pdf>, Restricting Access – IRC 6103(p)(4)(C) Section 5.0, 5.1.1.

During the performance of this contract, the contractor agrees to abide by the following clauses:

- Equal Employment Opportunity Clause 41 CFR § 60-1.4
- Davis Bacon Act
- Copeland “Anti Kickback” Act
- Contract Work Hours and Safety Standards Act 40 U.S. Code Chapter 37
- Rights to Inventions made under a Contract or Agreement
- Clean Air Act and the Federal Water Pollution Control Act
- Debarment and Suspension (Executive Orders 12549 and 12689)
- Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

3.64. Mandatory Training

Awarded Vendor Project Staff must comply with KDOL Mandatory Training requirements.

3.65. Electronic Information Resources Accessibility

The Awarded Vendor agrees that the products or services to be provided under this Contract shall comply with applicable state and federal law. This includes Section 508 of the Rehabilitation Act of 1973 and any amendments thereto (29 U.S.C. & 794d), and the Federal Information Technology Accessibility Initiative (36 CFR 1194). Section 508 is a part of the Rehabilitation Act of 1973, which requires that electronic and information technology (EIT) developed, procured, maintained, or used by the government be accessible to people with disabilities. On August 7, 1998, the President signed into law the Workforce Investment Act of 1998, which includes the Rehabilitation Act Amendments of 1998. Section 508 was originally added to the Rehabilitation Act in 1986; the 1998 amendments significantly expand and strengthen the technology access requirements in Section 508.

Section 508 requires that when agencies develop, procure, maintain, or use electronic and information technology, they shall ensure that the electronic and information technology allows employees with disabilities to have access to and use of information and data that is comparable to the access to and use of information and data by employees who are not individuals with disabilities unless an undue burden would be imposed on the agency. Section 508 also requires that individuals with disabilities, who are members of the public seeking information or services from an agency, have access to and use of information and data that is comparable to that provided to the public who are not individuals with disabilities unless an undue burden would be imposed on the agency.

The State of Kansas accessibility technology information is found at <https://ebit.ks.gov/kpat/policy> IT policy 1210 is a mandate for the contract.

The Awarded Vendor is required to self-certify that their products or services are in compliance with Section 508 technical standards. Therefore, the Contractor is required to complete a Voluntary Product Accessibility Template (VPAT) or equivalent qualification. The Contractor shall provide an affirmation of compliance via the VPAT for the Section 508 technical standards at a minimum. (VPAT information is available at <https://www.itic.org/policy/accessibility/vpat>)

3.66. Bonding and Insurance Requirements

3.66.1. Payment Bond

A Payment Bond is required for a contract in excess of \$25,000, including any selected alternates. The Payment Bond shall be executed in the amount of the Contract Sum and is payable to KDOL solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with Awarded Vendor or Subcontractors of all claimants supplying labor and material.

3.66.2. Fidelity Bond

The Awarded Vendor must obtain and keep in force during the life of the Contract a fidelity bond that indemnifies KDOL against loss arising from a fraudulent or dishonest act, including the unauthorized release of KDOL Data, computer fraud, forgery or alterations, theft, or disappearance and destruction on the part of the Awarded Vendor, its employees, officers, agents, and subcontractors holding positions of fiduciary trust. The Awarded Vendor must obtain a bond for the total amount of the contract value to be determined after Contract notice of award.

The bond must be executed by a corporate surety or sureties holding certificates of authority to do business in the State of Kansas and acceptable to KDOL. If a surety upon a bond is canceled, reduced, or otherwise amended, the Awarded Vendor must immediately notify KDOL and provide a replacement bond adequate to cover the terms and conditions of this section.

The Awarded Vendor must be the Principal insured entity, and KDOL must be the assigned certificate holder as the Bond Obligee. A copy of the bond must be forwarded to:

The failure of the Awarded Vendor to provide evidence of the required bond within fifteen (15) business days of the Contract notice of award may result in termination of the contract award. In the event that any of the coverage is canceled by the insurer for any reason, the Awarded Vendor must immediately notify KDOL of such cancellation and must obtain replacement coverage acceptable to KDOL and provide proof of such replacement coverage within fifteen (15) business days after the cancellation of coverage.

3.66.3. Cyber Liability Insurance

The Awarded Vendor will be best positioned to control the manner and means of how the system is implemented and maintained. Therefore, the express intent of the parties is to hold the Awarded Vendor accountable for information security and privacy standards and practices of Awarded Vendor organization as they pertain to the solution implemented.

3.67. Liquidated Damages

KDOL expects the Awarded Vendor to perform its responsibilities and tasks as specified in this RFP and any resulting Contract. This expectation is reasonable, within normally acceptable business practices, and in the best interests of KDOL and its Customers. The Awarded Vendor must include in its offer an acknowledgment that KDOL will be damaged if the Awarded Vendor fails to fulfill its obligations under the Contract.

KDOL has chosen to address the majority of the Project risks related to Awarded Vendor performance through the assignment of liquidated damages. The liquidated damages described below represent the projected financial loss and expenditures that may occur as a result of Awarded Vendor's non-performance, including financial loss as a result of Project delays.

If the Awarded Vendor does not fulfill its obligations under the RFP and any resulting Contract, KDOL will be damaged. Establishing the precise amount or value of such damage would be difficult to quantify. The liquidated damages provided for herein do not represent a penalty; rather, the liquidated damages represent a good faith effort by KDOL to establish a reasonable estimate of the damages that will be incurred by KDOL in the circumstances described.

KDOL will have the right to collect liquidated damages against the Awarded Vendor upon demand for payment. In addition, if at any time there are amounts payable to the Awarded Vendor under the Contract, KDOL will have the right to deduct and/or withhold the amount of any liquidated damages assessed by KDOL against the Awarded Vendor from the amounts payable to the Awarded Vendor.

KDOL will notify the Awarded Vendor in writing of any default specified herein, and such liquidated damages must be paid by the Awarded Vendor within thirty (30) calendar days of the KDOL notice. Upon receipt of written notice, the Awarded Vendor will have ten (10) calendar days to provide a written explanation of any justification that may be applicable to the liquidated damages being considered and a corrective action plan for

bringing the operations within the standards specified. KDOL will have the right to approve and make changes to the corrective action plan submitted by the Awarded Vendor. The corrective action plan must be implemented by the Awarded Vendor at no cost to and upon approval by the KDOL IT Contract Manager. Liquidated damages will not be assessed during the specified cure period for the activity in question. The Awarded Vendor's failure to pay the assessed liquidated damages within the designated time frame may be deemed by KDOL as a breach of contract.

The Awarded Vendor must be solely responsible for any unauthorized use, reuse, distribution, transmission, manipulation, copying, modification, access, or disclosure of KDOL Data and any non-compliance with data privacy and security requirements. In the event that the State must mitigate an unauthorized breach of confidential data, the Awarded Vendor must reimburse the State for any costs incurred.

3.68. Financial Statement

Bidder must provide annual financial statements within the past three (3) years. They are to include an income statement, a balance sheet, a statement of cash flows, and all required notes. Include the State/Province and Country in which you are incorporated and the principal place of business. The required levels of assurance/accuracy in the financial statements are listed below.

- Audited Financial Statements by a Certified Public Accounting (CPA) firm.

If audited financials are not available, then the following may be submitted as a clearly-stated substitute for the audited financials:

- Reviewed Financial Statements by a CPA firm.
- Compiled Financial Statement by a CPA firm.

The Awarded Vendor must provide the financial statements annually throughout the term of the Contract.

3.69. Warranty of Financial Good Standing

A sworn Warranty of Financial Good Standing by which the Bidder warrants that to the best of its knowledge there are no actions, suits, or proceedings pending or threatened against or affecting it or any of its property in any court or before any arbitrator or before or by any governmental entity, domestic or foreign, except actions, suits, or proceedings of the character normally incident to the kind of business conducted by it as to which any adverse determination in excess of any accruals to reflect potential liability would not materially adversely affect its business, assets, operations, or condition, financial or otherwise, taken as a whole, or materially adversely affect its ability to perform its obligations under this RFP and any resulting contract, and it is not in material default with respect to any material Order of any court, arbitrator or governmental entity and that your company is not for sale or to become acquired by another business entity during the twelve (12) months following the Offer Submission Deadline.

Additionally, the Bidder warrants that all of the financial information is provided to KDOL fairly presents its consolidated financial position as of the date of its submission to KDOL and that there has not been any material adverse change in its business, assets, liabilities, or condition, financial or otherwise.

3.70. Award

Award will be by line item or group total, whichever is in the best interest of the State of Kansas.

4. **SPECIFICATIONS**

Purpose of this RFP

The Kansas Department of Labor (KDOL) seeks to acquire a technology software platform to replace its existing Unemployment Insurance (UI) System, including benefits, appeals, and tax applications. The comprehensive solution must include design and implementation services, security, migration of existing data from diverse systems, training, documentation, and ongoing support.

The State of Kansas is issuing this Request for Proposal (RFP) to obtain competitive responses from bidders to purchase a modernized UI system for KDOL to replace its existing legacy systems. The scope of work includes all requirements in this RFP, including project processes and deliverables described separately (Attachment 2 – Project Processes).

The Federal/State UI Program

The mission of KDOL is to provide workers and employers with information and services that are accurate and timely, efficient and effective, fair and impartial, and administered by employees that understand the value and importance of public service to their fellow Kansans.

The Kansas Department of Labor currently administers the Kansas Unemployment Insurance program and state workers compensation system; enforces Kansas employment standards, including wage and hour laws and child labor laws; assists with workplace safety and health issues; and continues to gather and disseminate statistics on Kansas employment and other economic matters.

Federal and State governments have a shared responsibility for administering the program in all fifty (50) states, the District of Columbia, Puerto Rico, and the Virgin Islands. Every state legislates its tax structure, qualifying requirements, benefit levels, and disqualification provisions. State law must conform to federal requirements with oversight by the US Department of Labor. Any solution must comply with both the State of Kansas and Federal mandates.

KDOL's Current UI System

The existing UI tax, benefits, and appeals systems were designed in the 1980s and written in the COBOL programming language. These platforms have been continuously modified to ensure compliance with both state and federal mandates; however, these systems are outdated. The rapid pace of Federal program changes and the increased number of claimants pushed the system beyond its capacity. Once overloaded, the system repeatedly failed, causing payment delays, while the lack of technicians skilled on this platform exacerbated the issue.

The following are examples of challenges within the current legacy systems:

- Processing delays limit call center staff's ability to keep up with the volume of calls and requests from claimants.
- System failures result in processing delays, errors, re-work, and increased operational costs.
- Current systems do not align with business process, impacting staff efficiency and productivity;
- Limited self-service functionality directs claimants to an overloaded call center, resulting in delays and claimants not receiving payments promptly.
- Inability to hire additional technical employees who are skilled in mainframe and COBOL architecture.
- Several decades of modifications, additions, and requirements have resulted in a complex system that is difficult to maintain. Routine changes to operational code can result in failure or unwanted results.
- Availability of and access to data across current systems does not provide efficiency and integrity of processing or reporting.
- Fraud prevention efforts are limited by the timeliness and availability of information in the current system.
- Lack of business intelligence capabilities to streamline user interface or processing.
- Higher support costs.

The benefits of a KDOL UI System Modernization ("the Project") include the ability to:

- Improve customer service and quality.
- Improve end-user efficiency and satisfaction.
- Increase system stability and reduce downtime.
- Reduce errors and waste associated with manual and labor-intensive processes.
- Reduce fraud and abuse of benefits.
- Deploy an improved security posture.
- Provide enhanced customer self-service with customer support features.
- Improve data services, including data accuracy, improved access to historical information, and secure data sharing.
- Participate in multi-state initiatives to reduce fraud, increase productivity, and reduce expenses.

- Provide reports, graphs, and dashboards, providing the information needed to make business decisions.
- Implement changes or additions to state or federal programs in a timely fashion.
- Decrease resources needed to train new KDOL staff.
- Ensure the new system is the system of record.

KDOL Vision & Mission	Vision: An empowering employer providing resources and economic security to all Kansans.				
	Mission Statement: The Kansas Department of Labor provides workers and employers with information and services that are accurate and timely, efficient and effective, fair and impartial. Administered by employees that understand the value and importance of public service to their fellow Kansans.				
Goal: Improve delivery of service to citizens and increase efforts and improve overall operational efficiencies and effectiveness.					
KDOL Core Business Processes	UI Contributions Employer registration Tax rate assignment Wage recording Tax collection Federal reporting Audits Adjustments of wage documents Employer certification Employer appeals Disclosure of information	Employment Standards Enforcement of Kansas Wage, Overtime, Child, Private Employment Agency Laws	UI Benefits Claims intake process Monetary process Benefits payments & adjustment process Base period employer charges Work share processing Federally mandated reporting Adjudication of claims	Worker's Compensation Work place accident reporting Injury fraud and abuse monitoring Ins. coverage & compliance monitoring Employer self-insurance app processing Medical services fee schedules Ombudsman/Claims advisory services Worker's compensation appeals board Statistical analysis & reporting Vocational rehabilitation services Mediation & Adjudication Services	Labor Market Information/Federal Reporting ETA reports Monthly UI data press release Compute employer tax rates Trust fund certification Workload projections for state budget Compute max/min Weekly Benefit Amount Employment Security Advisory Council report Quarterly Consensus of Employment/Wages activities Mass Layoff Stats Occupational Employment Stats Current Employment Stats
	Industrial Safety & Health Safety & Health achievement program Employers consultation services Boiler safety inspectors Accident prevention services Public service accident investigation				
Supporting Processes	Administration, Information Technology, Human Resources, Financial Management				
Quality Management	Tax Enforcement, Claims Research, New Hires, Fraud Investigation, Manual Processing, Report Generation, Certification, Wage Reports, Collections, Cross Matches, Tax Performance System, Employer Survey, Conduct Periodic Checks of Conciliators Case Load				
Product Service Information	Unemployment Benefit Payment (Employees), UI Tax Collections (Employers), Wage Collections/Reimbursements (Employers), Labor Market Statistics (Citizens, Legislators, Federal), Worker's Compensation & Safety Inspections (Employers, Employees)				

Summary of Requested Services

KDOL desires to procure a fixed-price solution that is configurable to meet the needs of Kansans. The KDOL UI Modernization solution will utilize a proven, pre-deployed solution modified for the KDOL environment. A complete solution will require customized development; however, this request is not for a custom-written application but instead a configurable product. This solution will replace the non-integrated systems currently supporting the UI program with a single, modern, integrated, web-based solution. The solution selected to replace the UI legacy systems will be implemented during State Fiscal Years (FY) 2022 through FY 2024.

KDOL seeks a qualified Bidder with verifiable, successful experience implementing a solution that replaces mainframe and web applications and has been fully operational for at least one (1) year and is active in at least two (2) customer locations.

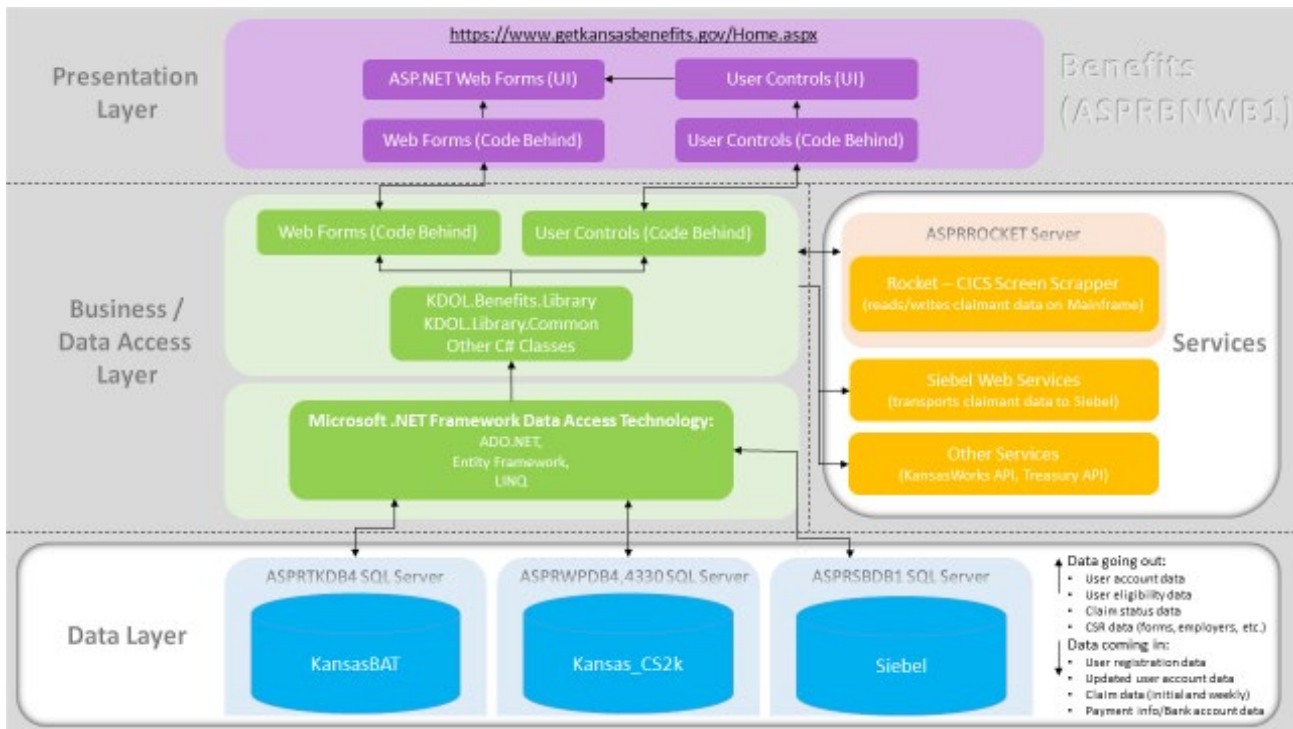
The chosen vendor must provide a comprehensive UI solution, including the mapping and migration of existing data (both active and archived), replacement of all interfaces, ability to integrate with existing system interfaces in real-time, enhanced reporting and analytics, a detailed implementation plan for the transition from the legacy system, training, documentation, and ongoing support.

The implementation plan must include:

- Intake of requirements and modification requests from business areas.
- Analysis and estimation of modification requests.
- Creation/maintenance of development, test, staging, and production environments.
- Build management, including build profiles, version control, scripted build and tests, release notes.
- Delivery of regularly scheduled releases.
- Configuration management.
- A fully functional system development life cycle, including business requirements, design, development of modifications, systems testing, data integrity, user acceptance testing, load and stress testing, deployment readiness, deployment, and post-deployment support.
- KDOL must approve the plan before execution.

Current Technical Environment

The current technical environment for the legacy systems is comprised of three (3) primary functions: Tax, Benefits, and Appeals. The legacy UI system is based on two (2) primary mainframe VSAM data repositories. A SQL server-based environment with ASP.NET web forms to enable claimant user interface. Customer Service functions are supported by the Siebel Case Management system and FileNet document management. The KDOL systems are tightly coupled through the data repository layer for data sharing and interfaces among systems.



UI Operational Metrics

The following tables contain a summary of operational metrics for 2017 – 2020. These volumes fluctuate depending on unemployment claim rates, recessions, disasters, new business registrations, and other UI demands. Bidders should factor this into account for activity levels.

UI Summary

Year	Total Initial Claims	Total Continued Claims	Weeks Compensated	Determinations Issued (Lower Appeals)	Determinations Issued (Higher Appeals)	# of Appeals (Lower)	# of Appeals (Higher)	Average Weekly Payment
2017	112,958	602,240	477,108	8,885	1,917	8,510	1,784	\$379.84
2018	90,661	514,599	385,859	7,544	1,710	7,401	1,563	\$376.35
2019	87,372	459,213	342,201	6,674	1,320	6,724	1,234	\$385.37
2020	971,841	3,399,370	2,754,440	8,099	1,180	6,023	945	\$374.68

Year	Reg UI Initial Claims	Reg UI Continued Claims	PEUC Initial Claims	PEUC Continued Claims	EB Initial Claims	EB Continued Claims
2020	896,436	3,085,362	65,697	303,481	9,708	10,527

Pandemic Unemployment Assistance (PUA) (not included in Program Totals above)

Year	PUA Initial Claims	PUA Weeks Claimed	PUA Weeks Compensated
2020	245,534	4,757,707	693,499

Employer Accounts

	Total Active Employer Accounts
As of Dec 31, 2020	75,634

Scope of Work

The UI Modernization project will address UI Benefits /Claims, Tax, Appeals, and Integrity as well as data migration, integrations among systems, interfaces with other partner systems, user self-service, case management, and includes the following:

- Configuration, Testing, Training, Implementation, and Support for the new UI system that replaces the existing UI systems and interfaces providing Tax, Benefits, Appeals, Statistical Sampling, and performance evaluation functionality;
- Upgrades or replacement of existing case management and content management systems;
- Organizational Change Management (OCM) activities relating to the Project necessary to prepare for the change, implement and manage the change, and reinforce the change;
- Design, development, testing, and execution of data conversion/migration from the legacy system(s) to the solution;
- Design, development, testing, and implementation of updated interfaces with and all other systems exchanging data with UI;
- Externally-facing user interfaces (claimant and employer), self-service capabilities, and correspondence supporting multiple languages;
- Documentation including, but not limited to: Requirements; Design; Configuration; Data Repositories and Migration; Testing; Training; Implementation Plan; OCM; and Post-Go-Live Support;
- Replacement, maintenance, and support of any functions that exist only in UI;
- DOL reports, management reports, and ad hoc reporting;
- **Business Processes:** improve workflows, automation, efficient processing, data integrity, and enhanced reporting for Benefits, Tax, and Appeals.
- **Hosting:** Options for hosting the UI system include: Software as a Service (SaaS), KDOL on-premise hosting, or a vendor-hosted solution. The proposed design must be designed to accommodate the technical requirements of attachment 2 to provide a secure, stabilized, and optimized system.
- **Data:** This project will include the assessment, selection, design, and migration of data in the existing environment (Attachment 3: KDOL UI System Integrations & Conceptual Data Model). The legacy information will undergo purposeful conversion and migration into the new platform. The Awarded Vendor will develop a data integrity strategy, migration plan and ensure the new system is the system of record.

Tasks and Required Project Deliverables

The following tasks and deliverables are required for the KDOL UI Modernization Project (Attachment 6: Major Milestones & Deliverables). Specific requirements for deliverables are outlined in Requirements (Attachment 2, Project Process & Delivery Requirements). The UI System Replacement project is expected to be conducted and completed from FY 2022 through FY 2024. Bidders must submit a Major Milestones table with estimated completion dates for each phase and a corresponding pricing table.

Task 1: Plan and Setup Project

The Awarded Vendor will be responsible for the Project Planning and Setup activities and work products necessary to complete the project's initial planning and setup tasks.

Activities include:

- Plan and conduct a Project kick-off meeting
- Conduct a kick-off meeting to introduce Awarded Vendor and KDOL Staff and provide a common understanding of the project scope and approach with KDOL stakeholders;
- Create the agenda and presentation materials. Awarded Vendor will provide draft materials to the IT Project Manager and Program Project Manager for approval a minimum of five (5) business days before the meeting. The IT Project Manager and Program Project Manager will approve agenda and presentation materials before the meeting; and
- Create meeting minutes to document the meeting. The IT Project Manager and Program Project Manager will approve the meeting minutes, and the Awarded Vendor will distribute meeting minutes to all KDOL stakeholders.
- The Awarded Vendor will submit a detailed Project Management Plan reflecting all project management processes and controls for the Project. This Project Plan describes the Project and how it will be managed;
- Create a detailed Work Breakdown Structure (WBS) and Project Integrated Master Schedule (IMS) in collaboration with KDOL, ensuring that the IMS includes all tasks, deliverables, milestones, dependencies, identifies critical path, and KDOL and Contractor resources to complete the Project;
- Create program organization chart and identify all roles, responsibilities, knowledge, skills, abilities, and detail the percent of time and duration for each KDOL staff person;
- Create RAID and Lessons Learned processes for collecting lessons learned throughout the project;
- Establish meeting and status report schedules to monitor project progress.

Deliverable	Acceptance Criteria
Program Budget Plan	<ol style="list-style-type: none"> 1. Project Kick-off Session is completed, including all KDOL project staff and vendor staff. All elements of the Project Management Plan will be reviewed and discussed. An agenda for meetings will be submitted to the KDOL Project Manager no less than one (1) business day before the Kick-Off meeting. 2. Project Management Plan is approved, including individual plans for managing issues, risks, change, communication, and quality. The final draft shall be submitted to the KDOL Project Team at the Kick-Off Meeting and sent to the KDOL Project Manager no more than ten (10) business days after the Kick-Off meeting. 3. Detail Level WBS Approved Draft of the Detailed Level WBS with the program Org Chart and Resource Management Plan will be distributed and discussed. The final draft shall be submitted to the KDOL Project Team at the Kick-Off Meeting and sent to the KDOL Project Manager no more than ten business days after the Kick-Off meeting. 4. Status Reporting and Meeting schedules are established with processes and templates for capturing and tracking project risk, issue, action, decisions, and lessons learned.
Program Governance Plan	
Program Organizational Chart	
Project Plans	
Communications Plan	
Decision Logs	
Status Reports	
Resource Management Plan	
Change Management Plan	
Risk Assessment Model	
Risk and Issue Management Plan	
Monthly Financial Reporting	

Task 2: Manage Requirements

The Awarded Vendor will be responsible for implementing a requirements management process that specifies, documents, and maintains all requirements necessary to configure, customize, host, and operate the solution as listed on the UI Requirements (Attachment 2).

Activities Include:

- Develop a Requirements Management Plan to provide a detailed definition of processes, approaches, and artifacts to finalize requirements and functional needs, define requirements traceability and verification, document requirements, and support changes to requirements as identified;
- Host and facilitate requirements validation workshops, using the base system as a guide, to confirm, clarify, and elaborate all requirements and process flows with documented results, encompassing reports, notices, user roles, correspondence, and data elements;
- Create requirements baseline and maintain in requirements management tool, to include traceability from requirements to design, code, and testing artifacts, as well as interfaces, notices, reports, and correspondence to help to verify that the system performs as intended;
- Ensure that requirements documentation is distributed to appropriate stakeholders for validation, schedule walkthroughs, and obtain approval;
- Create a requirements traceability matrix and ensure requirements can be traced through design, code, and test phases to verify that the system performs as intended.
- Conduct a final walkthrough of Requirements documentation for KDOL approval.

Deliverable	Acceptance Criteria
Requirements Matrix	The Requirements Traceability Matrix must: map requirements to System Detailed Design, test plans, test cases, and implementation/code artifacts; Support valuation at each project phase that all requirements are defined and validated and that all design, test, and code artifacts support; Be organized by release, iteration, or phase; Be documented and stored in the KDOL shared project repository; Confirm, clarify, and document all requirements; Be formally reviewed and approved by the KDOL's IT Project Manager and Program Project Manager.

Requirements to Business Process Mapping	Conduct workshops with staff members to confirm, clarify, and document all business process requirements. Provide a detailed definition of processes to support effective requirement decisions (solution demonstrations, design/workflow artifacts, etc.). Document and provide electronic copies to the KDOL project management team.
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Task 3: Design Holistic UI Replacement System

The Awarded Vendor will be responsible for the definition and documentation of functional and technical design specifications providing a holistic and detailed view of the UI system. Solution designs must include system behaviors, workflows, data, functionality, business rules, and integration architectures. All system components must be documented, including (but not limited to) software, hardware, operating environment, and infrastructure. Solution designs must be traceable to functional and technical requirements.

Activities Include:

- Create a holistic UI system design document to map all baseline requirements to the proposed solution. The design must specify if each requirement is (a) standard system capability, (b) a configurable option (with a description), or (d) requires custom development;
- Include the Use Cases that address requirements, including all functional dependencies, user roles, data elements;
- Provide solution design artifacts of the functional details for system and configurations or customization, component behavior, and data workflows so that business and technical teams understand solution capabilities.
- Detail the provisions of the initial software purchase or subscription, including the user licensing and support.
- Describe the frequency of service patches or major releases.
- Describe the cost of annual maintenance and what is covered by this plan.
- Document the vendor's replacement plan for the proposed solution, including any planned replacements, upgrades, or discontinuation of service.
- Attest to any current, past, or pending legal challenges the proposed solution is involved in.

Deliverable	Acceptance Criteria
Integrations Design	Document with clear specifications how the current mainframe and web-based applications will be replaced with a new system that provides existing functionality plus new requirements; include high-level, logical, and technical level architecture documentation, including system layering, services, infrastructure (including cloud or on-premise), and security; include mapping of requirements; Specify all software and hardware to include versions, specifications, and interoperability with other software and hardware products required to support the solution.
System Design Documents	

Task 4: Assess Infrastructure

The Awarded Vendor will conduct an infrastructure assessment to determine the hosting location is reliable, secure, and scalable to meet or exceed the expected demands associated with the Awarded Vendor's solution. The Awarded Vendor will provide all tools necessary to complete the assessment.

Activities include:

- Conduct infrastructure assessment to ensure Awarded Vendor's solution can handle traffic from the following users: UI claimants, employers, partners, staff, CSRs, remote users;
- Prepare an Infrastructure Report that documents current performance, identifies any current or known future issues, and contains actionable recommendations to optimize infrastructure for Awarded Vendor's solution;
- Specify new hardware and software required, including product type, model, quantity, unit cost, quantity, and total cost of ownership.

Task 5: Configure & Build System

The Awarded Vendor will complete configuration, customization, and development activities for requirements resulting from Task 2 above. During the configuration and build phase of the Project, the Awarded Vendor must demonstrate that the requirements are satisfied for testing activities described in Task 10 below.

Activities include:

- Create a Software Development Plan detailing the software configuration and development methodology and processes.

- Develop a Configuration Management Plan associated with the development process and ensure all critical development documents, including but not limited to requirements, design, and code, are maintained under an appropriate level of control.
- Ensure processes and tools are in place to: identify code versions and to rebuild system configurations from source code, manage system changes including change requests, review prioritization and scheduling, ensure that mechanisms are in place to prevent unauthorized changes from being made to the system, and prevent authorized changes from being made to the wrong version.
- Complete all activities necessary to implement the software standard system capabilities, configurations, and custom-developed software necessary to create a UI solution that meets KDOL's requirements.
- Demonstrate prototype(s) with Staff and stakeholder representatives for feedback on potential changes early in the project to incorporate during the development phase.
- Execute unit and functional testing activities and document results as outlined in Test Plan to demonstrate that Entrance and Exit Criteria are satisfied. Validate requirements and test cases through maintaining requirements traceability.

Deliverable	Acceptance Criteria
Configuration Management Plan	Ensure that a documented requirements configuration management process is implemented and that no changes are made to baselined requirements (not limited to requirements, design, and code) without performing a risk analysis, re-estimating impacts to cost and schedule, and validation amongst the stakeholders. Processes and tools are in place to identify code versions and rebuild system configurations from source code. Processes are in place to manage system changes, including formal logging of requests and scheduling. Mechanisms are in place to prevent unauthorized changes from being made to the system and prevent authorized changes from being made to the wrong version. Plan, processes, and templates are documented and stored in the KDOL shared project repository.

Task 6: Migrate Data

The Awarded Vendor will complete all activities necessary to migrate all data and sustain data integrity throughout all project phases, inclusive of (but not limited to) KDOL UI System Integrations and Conceptual Data Model, Attachment 3.

Activities include:

- Collaborate with KDOL SMEs to gather inputs for and create a Data Migration Strategy and Plan.
- If the Bidder proposes a phased implementation, the data migration strategy must include KDOL's existing databases, address data integrity, and describe how data will be shared or bridged between the new and existing databases while both systems are operational.
- Mapping of legacy to target/new data store, migrate data based on the mappings and all relevant transformations, conduct data migration and testing activities, track and correct defects.
- Provide validation and verification scenarios for KDOL approval, including record count verification.
- Propose a data migration schedule that provides converted data during functional testing activities in coordination with internal and external KDOL UI stakeholders.
- Minimize the cutover/go-live timeframe(s) from legacy to the new UI system related to the final migration of data
- Bidders must provide the estimated level of effort KDOL is expected to contribute to data migration.
- KDOL's team will be responsible for defining data retention schedules and completing appropriate/necessary manual data clean-up in the legacy system prior to migration.

Deliverable	Acceptance Criteria
Data Conversion / Migration Plan	<p>The Strategy and Plan must include: Initial assumptions for migration, business rules and logic involved in migration, dependencies on other systems and data points, impact to existing legacy systems, validation requirements, error handling, test conditions, risks/issues log, rollback plan, detailed cutover plan (ETL) rules, data dictionary, default data values, methods for data cleansing and removing duplicates, test conversion and migration process, regular reports of progress and issues, testing and reporting, how and when converted data will be run through all key processes, analyzed for errors and inconsistencies, and tracked until resolved, Awarded Vendor and KDOL roles & responsibilities, IMS tasks, and data migration tools;</p> <p>At a minimum, Awarded Vendor must demonstrate that they successfully:</p> <ul style="list-style-type: none"> • Conducted all data migration and testing activities; • Tracked and corrected all defects; • And verified the migrations.
Data Dictionary	<p>The metadata in the data dictionary includes the following:</p> <ul style="list-style-type: none"> • Names of all tables in the database and their owners. • Names of all indexes and the columns to which the tables in those indexes relate; • Constraints defined on tables, including primary keys, foreign-key relationships to other tables, and not-null constraints; • Additional physical information about the tables, including their storage location, storage method, etc.

Task 7: Implement Interfaces

The Awarded Vendor will complete all activities necessary to implement all new and replacement interfaces required for the new KDOL UI System.

Activities include:

- Develop a detailed phased Integrations Management Plan: The plan must include a strategy and implementation plan. Review and confirm the interfaces identified in Attachment 3, KDOL UI System Integrations and Conceptual Data Model, and develop a detailed implementation strategy and plan which allows KDOL to sustain continuous business and system operations for the duration of the Project. The interface approach must align with the solution implementation strategy. All interfaces must be fully implemented, including SSA and Benefits and Tax IRS FTI before user acceptance testing commences.
- Ensure all system interfaces are described, by medium and by function, including inputs/outputs, data format, communications protocols, error handling, and frequency. Interfaces that are no longer needed or will be replaced by System functionality may be excluded from the inventory with the approval of the KDOL IT Project Manager.
- Collaborate with KDOL SMEs to gather inputs for and create the Integrations Management Plan and coordinate with stakeholders internal and external to KDOL.
- Implement the interfaces, conduct testing activities, track and correct defects, verify and validate interfaces.

Deliverable	Acceptance Criteria
Integrations Management Plan	<p>The Integrations Management Plan, inclusive of strategy and implementation steps; start interface activities as early as possible in project IMS; Identify interfaces Awarded Vendor already developed for other states/solutions; Define the interface architecture and technical specifications; Describe the approach for coordinating with stakeholders internal and external to KDOL to ensure they can meet Project deadlines; Identify Awarded Vendor and KDOL roles and responsibilities; Identify implementation and testing processes in detail and align with the IMS.</p>

Integrations Testing Plan	<p>At a minimum, Awarded Vendor must demonstrate that they successfully:</p> <ul style="list-style-type: none"> • Conducted all implementation and testing processes in detail; • Validate system interface processes using migrated data defined and planned in data migration; • Tracked and corrected all defects; • Verified and validated interfaces; and • Coordinated with stakeholders internal and external to KDOL.
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Task 8: Replace and Create Reports

The Awarded Vendor will perform activities necessary to provide a comprehensive reporting capability and to support all Federal, Legislative, and internal planning data analysis reporting needs. Reporting scope is based on KDOL’s existing reports as identified in Business Functional Requirements (Attachment 2) and the identification of new reports that assist in the management and performance measurement of the UI program and related systems.

Activities include:

- Confirm the current report and ad hoc query inventory with the appropriate program/business area(s). Reports and queries that are no longer needed or will be replaced by System functionality through dashboards, screens, etc., may be excluded from the inventory with the approval of the KDOL IT Project Manager and Program Project Manager.
- Confirm and document requirements for future state reports and queries.
- Design and document the reporting environment so that it is responsive and will not negatively impact the production environment.
- Implement the replacement reports and queries.
- Perform discovery with leadership, business, and technical staff to identify potential new reports and/or dashboards.
- Inventory of all Required Reports and Ad Hoc Queries: with planned and schedule reports and queries that users may run themselves.
- Confirm and Document Requirements for Reports and Ad Hoc Queries: document all required reports and queries required in approved inventory, specify environment for reports and queries.

Task 9: Plan and Implement Organizational Change Management (OCM)

The Awarded Vendor will perform activities necessary to migrate KDOL UI Staff and Customers at all levels from the existing (“as-is”) business environment to the future (“to-be”) business environment. The goal of these services is to equip and support Staff and Customers to successfully adopt change. KDOL UI Customers are those who interact with the KDOL UI Program, including Claimants, Employers, TPAs, Accountants, Attorneys/Representatives, Other Governmental Entities, Law Enforcement, and other external parties.

Activities include:

- Develop a detailed OCM Plan in collaboration with KDOL's internal and external stakeholders and prepare an organizational readiness assessment detailing KDOL’s capacity for change and recommendations to guide the change program to realize expected outcomes.
- Conduct change impact to identify impacted staff and customers and gap analysis to identify the gaps in skills, jobs, and personnel between the as-is and to-be business environments.
- Develop and utilize the Communication Plan to provide stakeholders with discussion and feedback forums.
- Determine readiness and checklist for each project phase and activities that must be completed prior to Go-Live to prepare KDOL leadership, line management, and staff for all aspects of the change.
- Include responsibility assignment and participation of various roles in the OCM Plan tasks and deliverables, documented in the project IMS.
- Store all documentation on the KDOL shared project repository.
- Implement OCM Plan and complete all items on the checklist, providing validation of completion.

Deliverable	Acceptance Criteria
Organizational Change Management Plan	<p>The OCM Plan must address the change management needs of both the UI program and IT areas; include an organizational readiness assessment, change impact, gap analysis, communication plan, transition activities, provide and implement readiness checklist for Go-Live.</p> <p>At a minimum, Awarded Vendor must demonstrate that they successfully:</p> <ul style="list-style-type: none"> • Reviewed Readiness Kit with KDOL leadership and implemented requested changes; and • completed all items on the Readiness Checklist.

Task 10: Conduct System Testing

During this phase, the Awarded Vendor will execute test activities defined in the approved Test Plan for each testing phase (Unit, System, Integration, User Acceptance, Security, Accessibility, Load, Stress, and Performance Testing). At the completion of each testing phase, the Awarded Vendor will update the Test Plan, requirements traceability matrix and demonstrate satisfaction of test phase Exit Criteria. During all testing activities, the Awarded Vendor will collaborate with KDOL to resolve identified defects according to the Test Plan and defect resolution processes. Bidder responses must describe testing methods, artifacts, quality metrics, and support of KDOL UAT execution. Bidders must provide the estimated level of effort KDOL is expected to contribute to vendor-conducted testing.

The Awarded Vendor will implement an Automated Testing Solution for executing Functional and automated Regression Tests (at least 25% functional coverage with an emphasis on most frequently processed transactions), Accessibility Tests (Information Accessibility, ADA, ease of navigation), and Performance Tests on all solution components. The Awarded Vendor will document instructions and conduct knowledge transfer sessions with KDOL Staff that will use the system to perform testing.

In addition to the execution of vendor testing activities, the Awarded Vendor must support KDOL's UAT planning and execution. UAT will be performed by KDOL users in the test environment using test data to confirm that the application meets the agreed-upon requirements. The Awarded Vendor will develop the UAT plan that includes the methods for documenting and communicating test results and responses to Awarded Vendor teams, KDOL, and other stakeholders. The Awarded Vendor will work with KDOL to define specifications and capabilities of UAT environments and support KDOL development of test cases, test scripts, test data setup, test cycles, and necessary UI configuration, as needed. KDOL will perform acceptance testing with the support of the Awarded Vendor team. UAT activities will not be completed until KDOL confirms that all approved requirements are satisfied.

Activities include:

- In collaboration with KDOL, the Awarded Vendor will define and develop a Test Plan. The test plan must detail the overall test strategy, approach, methods, entrance and exit criteria, and roles and responsibilities for each testing phase of the system. The following forms of testing will be conducted to ensure the solution performs and functions as required: Unit testing, Functional Testing, System Integration Testing, User Acceptance Testing, Regression Testing, Security Testing, EIR Accessibility Testing, Load Testing, Stress Testing, Performance Testing, Code Quality Testing, and Security Scans.
- The Test Plan must include relevant test cases and test scripts required to address all functional, non-functional, and technical requirements. It must also address all aspects of the system, including solution configuration and development, data conversion and migration (including use of quality migrated data in the testing processes as early as possible), interfaces and data exchanges, reporting, correspondence, and accessibility.
- Implement the Test Plan, ensuring test cases are developed and stored in the KDOL testing tool, scripts are complete with step-by-step procedures, required pre-existing events or triggers, and expected results.
- The Test Plan must include a plan to manage multiple simultaneous test environments to accommodate various concurrent testing activities.
- Test plan results must meet agreed-upon quality metrics, including code quality, pass/fail rates, and re-open rates.
- Update the Requirements Traceability Matrix to reflect test case scripts executed to verify requirement implementation.
- Ensure test results are verified and documented, document test results and formal logging of errors/defects, resolve system defects timely as defined in the Test Plan and demonstrate approved exit criteria are satisfied to proceed through gates and conclusion of each test activity.

Deliverable	Acceptance Criteria
Quality and Test Management Plan Performance Test Plan Requirements to Test Case Mapping	The Quality and Test Management Plan must: <ul style="list-style-type: none"> • Be documented and stored in the KDOL shared project repository; • Align with the implementation strategy and project milestones accepted by KDOL; • Include the development of test cases; • Describe the approach for unit test, system test, integration test, user acceptance test, security test, EIR accessibility test, load test, and stress test; • Include metrics and reporting for test results and defect tracking, conduct root cause analyses; • Include an early access sandbox/staging plan that allows users to familiarize themselves and provide feedback; • Describe end-to-end tests to assess total, holistic system functionality and performance, including network transmissions; • Describe, in detail, how testing activities integrate with requirements management functions and support tracking requirements validation and verify that tests validate all KDOL requirements; • Include both Awarded Vendor and KDOL resources; and • Include schedules and durations for each test type in project IMS; • Entry and exit criteria for each phase of testing subject to KDOL approval.
Third-Party Test Plans	Collaboration with Third-Party stakeholders to include in performance test plans.

Task 11: Create and Conduct Training

The Awarded Vendor will perform activities necessary for knowledge transfer so that KDOL is self-sufficient to operate and maintain the solution. Training must cover anyone affected by the system, including but not limited to Program and IT Staff, new hires, external users, and providing guides to KDOL’s UI Customers and partners.

Activities include:

- Implement a Training environment that hosts the version of the solution that will be implemented in production for KDOL.
- Develop and implement a repeatable process for synchronizing the training environment with de-identified production data; Data must be able to be aged and must support all training needs and scenarios.
- Create Training Plans for each IT and UI Program area.
- Create Training Materials that include any KDOL-specific modifications and configurations.
- Design and document Training Courses, User Manuals, Guides, Desk Aids, End User Webinars and video training;
- Conduct training and demonstrations; Evaluate and monitor all training effectiveness, and conduct additional training as needed.
- Create and execute a knowledge transfer plan to allow KDOL Program and Technical staff to operate, maintain, configure and modify the solution with little or no involvement from the Awarded Vendor
- Technical knowledge transfer must include system support and operational aspects such as hardware and software support, design, development, and test toolsets, patch and upgrade the application, network and database support, batch processing, system technical operation, back-up and recovery steps, system table maintenance, system administration, security administration, interface operation, and monitoring, system maintenance, implementation, and other system-specific operations including the use of all system/data-related tools required to support the system.
- KDOL retains the right to edit and/or customize the training materials, guides, desk aids, webinars, and videos for use by KDOL and its stakeholders.

Deliverable	Acceptance Criteria
<p>Training Plan</p>	<p>The Awarded Vendor must define, document, and provide training and knowledge transfer plans, which shall include communication, system, and hardware component training. Knowledge transfer plans must be provided in addition to providing training documents for all types of users (trainers, administrators, technical staff, and end-users); in-person training for KDOL technical staff and UI staff has been completed. Training must be completed for all KDOL staff.</p> <p>At a minimum, the Plans must:</p> <ul style="list-style-type: none"> • Include approach; schedule with all tasks, deliverables, dependencies, and resource requirements; identified risks, issues, and mitigation strategies; • Include a System Configuration Training Plan; • Include a Technical Support Training Plan; • Describe the training materials, resource plan, and timeline in support of the rollout of the solution to KDOL staff; • Include a Train-the-Trainer approach that leverages the existing KDOL Training Staff for the solution’s implementation; • Identify any Awarded Vendor staffing resources that would be needed to supplement the KDOL Training staff.
<p>Training Courses and Documents Glossary of Terms</p>	<p>At a minimum, the Training Courses and Documentation Materials must:</p> <ul style="list-style-type: none"> • Include documentation and knowledge transfer necessary for instructors, UI users, and KDOL staff to be self-sufficient; • Include Instructor Guides; • Include Participant materials (student manual and exercise workbook); • Be compliant with federal and State Accessibility requirements, as defined in Requirements (Attachment 2) and utilize print and digital formats; • Include KDOL -specific modifications and configurations made in the system solution. • Include training necessary for KDOL instructors, Program and IT Staff, new hires, and external users to be self-sufficient; and • Include hands-on exercises conducted in the Training Environment. • The Awarded Vendor must demonstrate that they successfully conducted all Train-the-Trainer training, System Configuration training, and Technical Support training.

Task 12: Deployment Planning and Execution

The Awarded Vendor will perform activities necessary to fully implement the solution, including system configurations, customizations, data conversion and migration, interfaces, reports, organizational change management, testing, and training.

Activities include:

- Verify that necessary system functions are available and/or that alternative solutions are developed to help avoid major disruption of services to UI customers and to prevent delays in paying UI benefits when due.
- Develop detailed narrative report; Report must be certified by KDOL and submitted to the US DOL ETA approximately 180 calendar days (6 months) prior to the projected implementation “Go-Live” date, and support includes any clarifications or follow-up requested by ETA.
- Create and execute readiness checklist (including communications Plan, issue reporting, support, rollback plan) for each deployment.

- Develop, for KDOL approval, a detailed deployment, go-live action plan, including primary and secondary task owners, tasks dependencies and sequences, estimated task durations, roll-back approach(es)
- Conduct mock Go-Live exercises 120 days prior, 60 days prior, and 30 days prior to actual Go-Live.
- Report on UAT results, all Severity 1 and Severity 2 defects, must be resolved prior to go-live; and Receive Go/No-Go Executive Decision.
- Provide end-user support throughout the deployment.
- Create and implement the Help Ticket Management Process.

Deliverable	Acceptance Criteria
Implementation Plan	<p>At a minimum, the Implementation Plan must be documented and stored in the KDOL shared project repository and contain the following:</p> <ul style="list-style-type: none"> • Include rationale, benefits, risks, and costs for each approach; • Include a recommended implementation approach that factors in KDOL's environment of "coupling" data between mainframe and servers; • Include a strategy and schedule for replacing all in-scope applications and for sustaining dependencies between legacy applications and replacement applications until the UI system is fully replaced; • Include a strategy and schedule for keeping data in sync throughout the project between replacement applications and legacy applications and preserving data integrity for all reports and queries until the UI replacement system is fully implemented; • Describe how the recommended implementation strategy minimizes organizational risk, including the rationale that supports the recommendation.
Go Live Check List	<p>At a minimum, Awarded Vendor must demonstrate that for each deployment, they successfully: completed all items on the readiness checklist, published UAT results, and received a go/no-go executive decision.</p>

Task 13: Maintenance and Operations Plan

The Awarded Vendor will include an M&O Plan for post-Go-Live support throughout the term of the Contract, during the implementation period, and post-Go-Live. The M&O Plan must:

- Consider the current workload, throughput targets, and demand for UI System Services; review service level agreements (SLAs) and Performance Measures in Attachment 4 and recommend additional Program area SLAs, and determine the total capacity required to meet SLAs.
- Include all current FTE positions in the UI IT department.
- Specify all roles, including but not limited to maintenance and support for applications, builds, data, environments, infrastructure, and administration of third-party tools; staffed by KDOL or Awarded Vendor; responsibilities; duties; skills; performance standards; organizational chart; and the number of staff needed in each role to establish and manage a support team to meet M&O demand and SLAs.
- Develop a checklist of knowledge transfer topics and a list of systems checks for any upgrades to any system participating in UI
- Specify the scope of M&O support, including how the Awarded Vendor will phase in M&O production support in a phased rollout considering KDOL IT UI Systems' responsibilities for continuing support of legacy systems through the final deployment.
- Include an organizational chart for IT Support Staff in KDOL UI Systems.
- The Awarded Vendor will submit a Monthly Operations Status Report due no later than the fifth (5th) calendar day after the end of the month to include a summary of uptime and unplanned outage activities, all metrics related to SLAs, accomplishments, planned downtime, and future activities, and issues.

Task 14: Maintain Effective Cyber Security and Business Continuity

The Awarded Vendor will provide cybersecurity artifacts to demonstrate compliance with the controls necessary to maintain the confidentiality, integrity, accessibility, and operations of the UI System as outlined in Attachment 2, Requirements.

Deliverable	Acceptance Criteria
Business Continuity Plan	Awarded Vendor must provide a plan that defines: <ul style="list-style-type: none"> • Business Continuity Plan to provide ongoing business operations in the event of continued and sustained levels of unexpected downtime. • Detail the steps taken to ensure detection, adequate response, and recovery from any information security incidents.
Security Plan	
Incident Response Plan	

Task 15: End of Contract Services

The Awarded Vendor will, within 60 days of Go-Live, work with KDOL to develop a Transition Plan for the orderly, effective transition of data and operations at the termination of this contract.

In the event of contract termination, the awarded vendor will develop and implement a reasonable transition plan designed to achieve an efficient transfer of responsibility to another entity in a timely manner. All data, metadata, reports, and artifacts remain the sole property of the State of Kansas and cannot be accessed by the vendor (nor any subcontractor) outside of the explicit purposes described herein. Data will be provided to the state on demand. The chosen vendor is expected to cooperate fully throughout the post-termination period until such transition is complete.

Deliverable	Acceptance Criteria
Transition Plan Program Acceptance Document	Upon successful implementation of the UI Modernization System, a Post Implementation Report will be completed. The Inventory System and Hardware warranty will commence upon completion of the lessons learned. Vendor’s project manager to participate in the KDOL’s Lessons Learned upon the conclusion of the project. The holdback from all deliverables will be paid out upon project closeout.
Lessons Learned	Define and Document in the KDOL shared project repository: <ul style="list-style-type: none"> • Describe how the lessons learned approach supports continuous improvement throughout the project; • Describe how lessons learned will be captured and documented; • Describe at what points in the project lessons learned will be evaluated.

Project Processes

Roles and Responsibilities

The Awarded Vendor is responsible for all deliverables and written acceptance and approval by KDOL. KDOL staffing is provided only for assisting with requirements, subject matter expertise, collaboration, review, support, execution of UAT, data upload, data transfer, and knowledge transfer purposes unless otherwise agreed to in the Best and Final Offer (BAFO) or later during the project implementation through a contract amendment.

Project Management Methodology

The State of Kansas has adopted a uniform Project Management Methodology for Information Technology (IT) projects. The methodology can be found at <http://oits.ks.gov/kito>. Kansas has enacted comprehensive statutes (KSA 75-7203 et. seq.) dealing with the architecture, management, and oversight of IT activities state-wide. The Information Technology Executive Council (ITEC) is responsible for this oversight under these statutes and has adopted ITEC Project Management requirements, which can be found at <https://ebit.ks.gov/itec/resources/policies> (see 2000 series).

This project does not require a vendor to follow the requirements outlined in the ITEC policies. There is an expectation that the vendor will follow the Project Management Institute's (PMI) standard project management practices for the duration of this project. KDOL is providing an IT Project Management team that will work with the Awarded Vendor project team.

The KDOL Project Manager oversees the Awarded Vendor Project Manager for overall coordination on Project monitoring, status reporting, issue resolution, and implementation. The KDOL Project Manager manages or oversees all aspects of the Project lifecycle, including budget tracking, invoice processing, project planning and tracking, issue resolution, risk management, and change management.

The KDOL Program Manager represents the program/business areas, ensures proper customer and program input into the design, and facilitates adequate staffing from the business and IT areas.

The KDOL Contracts Manager monitors the Awarded Vendor performance, reviews deliverables to ensure specifications are met, and approves invoice(s) for payment as appropriate. The Contract Manager also identifies and resolves contract-related issues and approves all contract changes and amendments with inputs from the Project Steering Committee.

The Awarded Vendor Project Manager:

- Provides overall coordination for Awarded Vendor's Project planning, tracking and monitoring, status reporting, issue resolution, risk management, and change management;
- Manages and staffs Awarded Vendor resources during all phases of the project, ensuring all contract requirements are met, all deliverables delivered within the promised price and timeline;
- Ensures overall quality, accuracy, and value of all work products and deliverables;
- Facilitates adequate staffing from the Awarded Vendor; and
- Ensures the Project deliverables meet all KDOL requirements, quality, and standards.

KDOL will provide technical and business SMEs as required for the execution of the Project. The Bidder must describe their expectations of KDOL Staff participation in this Project, including types of expertise needed and approximate amount or percentage of time expected.

Project Management Practices

KDOL has existing Project Management Practices and templates, including project planning and tracking, monitor and change control, issue resolution, risk management, and project closeout. The Project Team will discuss the Awarded Vendor's practices and KDOL's practices and mutually agree in writing as to which practices apply and what tailoring is required. The Bidder is to describe its practices in response to Requirements Attachment 2, Project Process & Delivery Requirements (200). However, the final practices will be agreed upon by the Project Team.

- **Project Planning and Tracking:** The Bidder must describe their Project Management process and deliverables, including Project planning and tracking of scope, schedule, and costs. The Bidder also must describe how the solution can be implemented to allow for incremental deliveries and successes.
- **Project Meetings:** The Bidder must describe how they plan, execute, and document meetings, including but not limited to meeting agendas, meeting invitations, distribution of pre-meeting material, facilitation techniques, meeting documentation, and tracking of action items, decision logs, issue logs, risk matrix, and lessons learned.
- **Monitor and Change Control:**
 - The Bidder must describe its Monitor and Change Control process and deliverables.

- The Bidder must describe the performance indicators used to measure Project performance during the entire life of the Project and how they monitor and report on those performance indicators. The performance indicators must include, at a minimum, measurements of schedule, cost, scope, and quality.
- The Bidder must describe how they create and maintain a user-friendly data visualization tool that provides an analysis and visual representation of the performance indicators for the Project.
- **Issue Logging and Resolution:** The Bidder must describe its Issue Logging and Resolution process and deliverables.
- **Risk Management:** The Bidder must describe its Risk Management process and deliverables.
- **Quality Management:** The Bidder must describe its Quality Management process and deliverables, including formal reviews and sign-offs. Add Configuration Management process and deliverables.
- **Close Phase and Project:** The Bidder must describe their Phase and Project Closeout process and deliverables, including documenting all work completed and capturing lessons learned.

Deliverable Submission and Review

The Awarded Vendor will partner with the KDOL IT Project Manager and Program Manager to determine the schedule of deliverables for submission and review in alignment with the Project IMS and UI Modernization Major Milestones & Deliverables (Attachment 6). KDOL and the Awarded Vendor will agree on the duration and deliverable review periods. KDOL will provide reviewer roles and responsibilities before the deliverables are submitted for review. KDOL may assign IV&V staff deliverable review responsibilities.

- The Awarded Vendor must notify KDOL if scheduled Deliverables are anticipated to be delayed by more than five business days. The Awarded Vendor will provide a reason for the delay and a proposed revised IMS. The request for a revised schedule must include the impact on related tasks and the overall Project. The request for a revised schedule must be reviewed and approved by the KDOL IT Project Manager before being placed in effect.
- Once the deliverable is completed, a KDOL SME will conduct a quality review prior to the deliverable being submitted to the Project Team reviewers. The Awarded Vendor will send an email to the Project Team reviewers to specify the review due date and provide links to the items to be reviewed.
- If requested by KDOL, Awarded Vendor must provide a walk-through of the deliverable before the review begins to facilitate the review.
- The Project Team and appropriate SMEs will review the draft and final deliverables.
- KDOL may require up to ten (10) business days to review deliverables, depending upon the complexity. KDOL will conduct detailed deliverable reviews to attempt to identify all needed corrections; however, KDOL will require more rounds of review/revision if:
 - The first review resulted in new information being added because that new information may require revision; or
 - Updated deliverables do not resolve KDOL comments/concerns to KDOL's satisfaction.
- Review and revision times may be shortened by conducting deliverable review meetings after the Project Team reviewers have completed their independent reviews. The Awarded Vendor Project Manager and/or KDOL IT Project Manager will schedule Project Team review meetings. The time-lapse between providing the deliverable and the review meeting will be agreed upon before the meeting is scheduled. Most updates will be done online in the review meeting. Any updates that must be done offline will be documented in a Review Comments spreadsheet, using an existing template; and
- Once the deliverable is completed, a KDOL SME will conduct a quality review prior to the deliverable being submitted to the Project Team reviewers. The Awarded Vendor will send an email to the Project Team reviewers that specify the review due date and provides links to the items to be reviewed and will provide hard copies upon request. Hard copies may be produced on KDOL equipment.

KDOL and the Awarded Vendor must agree on corrective actions and revised timeframes for reviews of deliverables if significant quality issues are encountered during the deliverable review.

Deliverable Acceptance

Deliverable acceptance will be achieved when KDOL approves the deliverable in writing or electronically in the KDOL Project repository. Approval will occur during the review period when all requested changes are made and accepted.

Deliverable acceptance criteria include:

- Work conforms to the description and intent of all written agreements between the Awarded Vendor and KDOL (e.g., BAFO, DEDs) unless all parties mutually agree in writing to modification;
- Deliverable meets all applicable KDOL and Project standards, including but not limited to security, privacy, and accessibility;
- Documents are structured and written to convey the information in a logical, comprehensible manner, using correct spelling and grammar;
- The deliverable includes a description of how it fits into the full project life cycle;

- If part of the deliverable is an activity, the Task describes the process and the outcomes for that activity (e.g., conducting group input sessions);
- All work products are stored in KDOL repositories as directed by the KDOL IT Project Manager;
- KDOL will retain all ownership of final work products and working documents after the deliverables are complete. KDOL will also maintain ownership of any incomplete work products if there is a termination according to the terms and conditions;
- All deliverables and other work products related to each Project phase, including research, notes, and important emails that are not included in the final deliverables, are stored in the project repository;
- Any confidential Project documents or information are stored in a secure, limited access directory on the KDOL repository; and
- Deliverables will be produced using agreed-upon document templates; are tailored with the Project name and/or logo, and includes the saved date/time and filename and path in the document footer. Documents and recommendations received are subject to Project Team and stakeholder review and approval.

Invoices

The Awarded Vendor may invoice KDOL for a deliverable only after KDOL has formally accepted the deliverable in writing. KDOL documents deliverable approval must be received from all documented signatories or their designees. Awarded vendor may not invoice KDOL for work in progress deliverables.

Reports and Meetings

The Awarded Vendor is required to provide weekly written Project Status Reports for this Project to the KDOL IT Project Manager and the Program Manager by close of business the first business day of each week throughout the life of the project, unless a different due date is mutually agreed upon in writing by the KDOL IT Project Manager, Program Manager, and Awarded Vendor Project Manager. Weekly status reports are not paid deliverables. The Awarded Vendor will conduct KDOL leadership update meetings monthly. The Awarded Vendor Project Status Reports will:

- Cover all work performed and completed during the week for which the Project Status Report is provided and present the work to be performed during the subsequent week;
- Include the percent complete for each deliverable and an updated Project Milestone table;
- Include any positive or negative events since the last report of which KDOL Executive Management should be aware;
- Identify any problems (to include, but not limited to, preparation and/or acceptance of deliverables) encountered or still outstanding with an explanation of the cause and resolution of the problem or how the problem will be resolved; and
- Provide dashboard views of schedule performance for critical deliverables and milestones.

The Awarded Vendor will be responsible for conducting weekly status meetings with the KDOL IT Project Manager and the Program Manager, and other KDOL Project Team members at a mutually agreed upon day, time, and location.

The Awarded Vendor will provide a Monthly Project Schedule report within five (5) business days after the end of each month. The Monthly Project Schedule report must include a comparison of actuals to the Baseline Schedule and development and implementation of a Remedial Schedule to bring the project back on schedule if necessary. Remedial Schedule and associated remedies must be approved by the KDOL Project Manager prior to implementation. Development of the Remedial Schedule and implementation of Remedial Schedule remedies must be made at no additional cost to KDOL.

This Project is under a Project Steering Committee's direct oversight and monitoring. The KDOL IT Project Manager submits an individual monthly Project Status Report, providing detail about the Project, a status summary, accomplishments, budget, timeline, issues, and change requests. The reports are submitted to the KDOL PMO by saving them in the shared directory by close of business on the fifth business day of the month. PMO will review for completeness, obtain corrections if needed, and update the Project Portfolio List based on the reports.

Project Change Requests

The Project Steering Committee will oversee this Project's Change Control. KDOL considers a change to be any activity that alters the scope, deliverables, basic architecture, cost, or schedule of the Project. All Change Requests are documented through the appropriate method(s) described below. Once a change is approved by the Project Steering Committee, all related tasks are incorporated into the IMS.

- Change Requests can be initiated at any level but must be submitted by the KDOL Project Manager or authorized KDOL leadership team member;
- The Awarded Vendor must identify all functional interdependencies related to the change request and respond with a time and effort estimate to KDOL initiated change requests within five (5) business days of receipt;

- The Project Steering Committee will review Change Requests and may approve the Change Request, consider alternatives, direct the Project Team to do more research, reject the Change Request and continue the Project, or reject the Change Request;
- Should a Change Request approved by the Project Steering Committee require a change to the contract, then the IT Contract Manager will work with the Awarded Vendor Project Manager to create and gain the KDOL and Awarded Vendor approvals necessary; and
- The resulting signed Change Order will be incorporated herein for all purposes. Affected work must not begin until the Change Order is signed. The Change Order must specify the acceptance requirements for invoicing the agreed-upon price.

Vendor Capabilities

Vendor Staff Capabilities

KDOL expects the Bidder to provide appropriate key staff to be dedicated to this Project. Bidder Staff capabilities specific to this Project's requirements include the following:

- The project organization chart for Bidder's proposed staff.
- One (1) summary table, with a row for each proposed Project participant, including the following: Participant name, role or position in current employment, employer name (i.e., Bidder or subcontractor name), key function(s) in current role/position, years of experience for role/position, proposed role on this Project, percent of the time to be dedicated to the Project, whether proposed to be onsite or remote and years of experience with UI systems and modernization efforts. KDOL expects appropriate key Staff to be dedicated to this Project.
- The Awarded Vendor Project Manager and the project team will take direction from the KDOL IT Project Manager and the KDOL Program Manager within the scope of the Project parameters of the Project Steering Committee's direction.

Key Personnel

Key Personnel are Awarded Vendor staff members that, should they leave during the performance period, will, in KDOL's opinion, have a substantial negative impact on the Awarded Vendor's performance under the Contract. Bidder to describe the project team key roles and responsibilities:

Key Personnel roles are defined as the following:

Position	Qualifications
Project Manager (submit resume upon Contract)	<ul style="list-style-type: none"> • Minimum of five (5) years of project management and account management experience for a government or private sector project of similar size and complexity • Demonstrated experience with a proposed solution similar to the design and development of UI Modernization and/or large-scale development, which involved the migration of data and systems from a legacy system to a new, modernized system • Experience in Agile methodologies such as Scrum Kanban or Scaled Agile Framework (SAFe) process • A current Project Management Professional (PMP) credential from the Project Management Institute (PMI) or equivalent experience
Requirements / Business Analyst Lead (submit resume upon Contract)	<ul style="list-style-type: none"> • Must have at least five (5) years of experience documenting requirements and business processes for a government or private sector project of similar size and complexity • Demonstrated experience with a proposed solution similar to the design and/or development of UI Modernization or large-scale development, which involved the migration of data and systems from a legacy system to a new, modernized system • At least two (2) projects as a Business Analyst conducting Fit/Gap analysis at a detailed level, including the comparison of business rules and analysis from both a business and an IT perspective
Lead System Architect (submit resume upon Contract)	<ul style="list-style-type: none"> • Minimum of five (5) years of web-based solution design, development, implementation, and governance life cycle experience • A minimum of five (5) years of experience creating technical roadmaps for complex systems being deployed using a phased approach that allows lessons learned in early phases to be incorporated into the later phases • A minimum of five (5) years of experience in architecture, design, and implementation of highly available, scalable, and maintainable enterprise architecture solutions • Experience working on three (3) or more projects where Quality best practices were applied to project processes (such as ISO, CMMI, or Six Sigma) • Demonstrated experience with a proposed solution similar to the design and/or development of UI Modernization or large-scale

	<p>development, which involved the migration of data and systems from a legacy system to a new, modernized system</p>
<p>Application Development Lead Software Developer/Programmer (submit resume upon Contract)</p>	<ul style="list-style-type: none"> • Minimum of five (5) years of web-based application design, development, and implementation experience for a project of similar size and complexity • A minimum of five (5) years of hands-on experience utilizing the software development methodology to be utilized in the UI solution • A minimum of five (5) years of hands-on experience with object-oriented design and modeling techniques • Demonstrated experience with a proposed solution similar to the design and/or development of UI Modernization or large-scale development, which involved the migration of data and systems from a legacy system to a new, modernized system
<p>QA & Test Lead (submit resume upon Contract)</p>	<ul style="list-style-type: none"> • Must have at least five (5) years of experience coordinating, conducting, and operating functional, system, acceptance, and performance tests • A minimum of five (5) years of hands-on experience with object-oriented design and modeling techniques • A minimum of three (3) years of experience leading configuration, change management, and/or requirements management • Demonstrated experience with a proposed solution similar to the design and/or development of UI Modernization or large-scale development, which involved the migration of data and systems from a legacy system to a new, modernized system
<p>Lead Data Architect (submit resume upon Contract)</p>	<ul style="list-style-type: none"> • Minimum of five (5) years of web-based solution design, development, implementation, and governance life cycle experience • A minimum of five (5) years of experience with data modeling tools that will be utilized in the UI solution; • A minimum of three (3) years of experience with remediating and converting legacy databases, including extract, transform, and load tools • Demonstrated experience with a proposed solution similar to the design and/or development of UI Modernization or large-scale development, which involved the migration of data and systems from a legacy system to a new, modernized system
<p>Integrations and Reporting Project Manager (submit resume upon Contract)</p>	<ul style="list-style-type: none"> • Must have at least five (5) years of experience defining and designing data integrations and reporting working with internal project resources and external partners to deliver error-free integrations and reporting • A minimum of five (5) years of hands-on experience with object-oriented design and modeling techniques • A minimum of three (3) years of experience leading configuration, change management, and/or requirements management • Demonstrated experience with a proposed solution similar to the design and/or development of UI Modernization or large-scale development, which involved the migration of data and system integrations from a legacy system to a new, modernized system

Personnel Substitution

The Awarded Vendor must ensure that they provide the level of staff agreed to in Project Plan and swiftly correct any insufficient vendor staffing levels to avoid negative impact to the project schedule. Awarded Vendor must update the staffing plan (staff numbers and/or skills) if staff levels are impacting the Project's progress (i.e., not enough vendor staff to make timeline or quality).

If Awarded Vendor must replace a named staff member before the Project begins or during any phase of the Project, Awarded Vendor must first obtain the consent of KDOL to do so. The Awarded Vendor shall not substitute staff for reasons other than staff separation, medical leave, or staff performance. The replacement staff member must have qualifications and experience equal to or exceeding the named staff member and be acceptable to KDOL. KDOL reserves the right to interview any proposed staff member, before or during the Project, and to request a replacement of Awarded Vendor Staff that are perceived as being unqualified, non-productive, unable to fully perform the job duties, disruptive, or known, or reasonably believed, to have committed a major infraction(s) of law, Department policies, or Contract requirements. Awarded Vendor must provide prompt verification of the replacement staff member's qualifications and an onboarding plan to bring the replacement up to speed.

To replace any personnel, the Awarded Vendor must submit résumés of the proposed personnel along with their initial request as soon as the need for substitution is known but no longer than three (3) business days from the initial request. KDOL will review and provide feedback within three (3) business days. The replacement must start work on the project as soon as possible, but no longer than ten (10) business days from the initial request. If a substitution request is approved, Awarded Vendor must coordinate a transition period of up to sixty (60) calendar days to ensure roles, responsibilities, and working knowledge is effectively transitioned to the replacement staff.

Vendor-Furnished Workspace, Provided Software, Travel & Expenses:

The Awarded Vendor Project Staff will be virtually located with availability to a physical location in one (1) of KDOL's office buildings in Topeka, KS, as job duties require to ensure effective collaboration among KDOL and Awarded Vendor Project Team members. The Awarded Vendor will ensure that appropriate staff is available to KDOL within a reasonable time frame (e.g., two (2) business days for routine Project matters), whether on or off-site.

KDOL will provide Awarded Vendor Project Staff with access to Microsoft Office (Outlook, Word, Excel, PowerPoint, and Access). KDOL may require a Licensing Plan that covers all KDOL and vendor-owned software, using an existing KDOL template if there are software requirements beyond the basics mentioned above. KDOL will provide access to systems and software required to perform the statement of work.

KDOL will not reimburse the Awarded Vendor for travel or expenses. Travel expenses must be included in the fixed-price deliverable costs. KDOL will neither provide nor reimburse parking for Awarded Vendor staff.

All work for the Project must be performed within the United States.

5. COST SHEET

Contractor Name: _____

The fixed price cost sheet and narrative should provide the cost item(s) listed to complete all the requirements, tasks, and deliverables within timeframes provided in this RFP. Bidders should provide all costs associated with the proposed solution, including any additional/other costs associated with the completion of the Project. The fixed-deliverable price is for conducting the scope of work described in the RFP, KDOL will consider additional options from the bidder, but they must be provided as separate cost items. Bidder responses must be provided in the response sheet attached to RFP: Attachment 5 KDOL Modernization Cost Sheet.

RFP Attachments:

- Attachment 1 – KDOL Modernization Requirements Response Sheet
- Attachment 2 – UI Requirements
- Attachment 3 – KDOL UI System Integrations & Conceptual Data Model
- Attachment 4 – Program Performance and Technical Performance Service Level Measures
- Attachment 5 – KDOL Modernization Cost Sheet
- Attachment 6 – UI Modernization Project Major Milestones & Deliverables

6. Contractual Provisions Attachment

DA-146a Rev. 07/19

6.1. Important

This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision: The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this contract and made a part thereof. The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20____.

6.2. Terms Herein Controlling Provisions

It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.

6.3. Kansas Law and Venue

This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.

6.4. Termination Due to Lack of Funding Appropriation

If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.

6.5. Disclaimer of Liability

No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, et seq.).

6.6. Anti-Discrimination Clause

The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44 1001, et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, et seq.) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) Contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) Contractor agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if it is determined that the contractor has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the contract may be canceled, terminated, or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

6.7. Acceptance of Contract

This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.

6.8. Arbitration, Damages, Warranties

Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.

6.9. Representative's Authority to Contract

By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.

6.10. Responsibility For Taxes

The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

6.11. Insurance

The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101, et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.

6.12. Information

No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101, et seq.

6.13. The Eleventh Amendment

"The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

6.14. Campaign Contributions / Lobbying

Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.