



REQUEST FOR PROPOSAL

ATTENTION: This is not an order. Read all instructions, terms and conditions carefully.

PROPOSAL NO.:	RFP-0311
Issue Date:	03/22/2024
Issuing Officer:	Bekka Korosec
Email:	Bekka.Korosec@kctcs.edu
Schedule Name:	Unarmed Security Guard Services
IMPORTANT: PROPOSALS MUST BE RECEIVED BY <u>04/19/2024</u>, @ 4:00 PM EDT (Per Section 11)	

1. It is the intention of the Request for Proposal (RFP) to enter competitive negotiation as authorized by KRS 45A.085.
2. Proposals for competitive negotiation shall not be subject to public inspection until negotiations between the purchasing agency and all Offerors have been concluded and a contract awarded to the responsible Offeror submitting the proposal determined in writing to be the most advantageous to the KCTCS, price and the evaluation factors set forth in the advertisement and solicitations for proposals considered.
3. An award of contract may be made upon the basis of the initial written proposals received without written or oral discussions.
4. Contracts resulting from this RFP must be governed by and in accordance with the laws of the Commonwealth of Kentucky.
5. The KCTCS reserves the right to request proposal amendments or modifications after the proposal receiving date.
6. The contents of the successful proposal shall become part of any contract awarded.

SOLICITATIONS MAY ALSO BE VIEWED AT OUR WEBSITE: <https://systemoffice.kctcs.edu/suppliers/opportunities-to-bid.aspx>

All solicitations and contracts are subject to General Terms and Conditions of KCTCS. You may download/print a copy of these from our website [Procurement to Payment Services](#).

SIGNATURE REQUIRED: This proposal cannot be considered valid unless signed and dated by an authorized agent of the Offeror. Type or print the signatory's name, title, address, phone number and email address in the spaces provided. Offers signed by an agent are to be accompanied by evidence of his/her authority unless such evidence has been previously furnished to the issuing office.

Company Name

Authorized Signature **Date**

Address

Typed or Printed Name

City, State, Zip

Title

Phone Number

Email Address

NOTICE

1. Any agreement or collusion among offerors or prospective offerors which restrains, tends to restrain, or is reasonably calculated to restrain competition by agreement to bid at a fixed price or to refrain from offering, or otherwise, is prohibited.
2. Any person who violates any provisions of KRS 45A.325 shall be guilty of a felony and shall be punished by a fine of not less than five thousand dollars nor more than ten thousand dollars or be imprisoned not less than one year nor more than five years, or both such fine and imprisonment. Any firm, corporation, or association which violates any of the provisions of KRS 45A.325 shall, upon conviction, be fined not less than ten thousand dollars nor more than twenty thousand dollars.

AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION AND NON-CONFLICT OF INTEREST

I hereby swear (or affirm) under the penalty for false swearing as provided by KRS 523.040:

1. That I am the offeror (if the offeror is an individual), a partner, (if the offeror is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the offeror is a corporation);
2. That the attached proposal has been arrived at by the offeror independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the Request for Proposal, designed to limit independent bidding or competition;
3. That the contents of the proposal have not been communicated by the offeror or its employees or agents to any person not an employee or agent of the offeror or its surety on any bond furnished with the proposal and will not be communicated to any such person prior to the official opening of the proposal;
4. That the offeror is legally entitled to enter into contracts with the Kentucky Community & Technical College System and is not in violation of any prohibited conflict of interest, including those prohibited by the provisions of KRS 45A.330 to .340, 164.390, and
5. That I have fully informed myself regarding the accuracy of the statement made above.

SWORN STATEMENT OF COMPLIANCE WITH CAMPAIGN FINANCE LAWS

In accordance with KRS45A.110(2), the undersigned hereby swears under penalty of perjury that he/she has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky and that the award of a contract to a bidder will not violate any provision of the campaign finance laws of the Commonwealth of Kentucky.

OFFEROR REPORT OF PRIOR VIOLATIONS OF KRS CHAPTERS 136, 139, 141, 337, 338, 341 & 342

The offeror by signing and submitting a proposal agrees as required by 45A.485 to submit final determinations of any violations of the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that have occurred in the previous five (5) years prior to the award of a contract and agrees to remain in continuous compliance with the provisions of the statutes during the duration of any contract that may be established. Final determinations of violations of these statutes must be provided to the KCTCS by the successful offeror prior to the award of a contract.

CERTIFICATION OF NON-SEGREGATED FACILITIES

The offeror, by submitting a proposal, certifies that he/she is in compliance with the Code of Federal Regulations, No. 41 CFR 60-1.8(b), that prohibits the maintaining of segregated facilities.

1. **KCTCS OVERVIEW**

The Kentucky Community and Technical College System, the largest institution of higher education in the Commonwealth, is composed of 16 comprehensive two-year colleges with more than 70 campuses throughout the state that serve approximately 80,000 students and nearly 5,000 businesses each year in credit programs leading to certificate, diploma, and associate degrees, pre-baccalaureate education for transfer to four-year institutions, and non-credit programs, customized business and industry training, professional continuing education, and personal enrichment opportunities.

2. **STATEMENT OF INTENT AND PURPOSE**

The Kentucky Community and Technical College System's (KCTCS) Office of Procurement to Payment Services issues this Request for Proposal to solicit proposals from qualified, experienced, financially sound, and responsible firms to establish a contract through competitive negotiations to provide unarmed security guard services at the Kentucky Community & Technical College System Office located at the address indicated below.

At a minimum, KCTCS requires the Offeror to provide the following:

- Security guard services will take place at the following campus:
 - 300 North Main Street, Versailles KY 40383
- Offeror must provide security guard services to protect KCTCS staff, visitors, buildings, grounds, and vehicles against theft, vandalism, and unauthorized trespassers.
- Service hours are as follows:
 - One guard Monday – Thursday from 4pm until 8am EST
 - One guard Friday – Monday (weekends) from 4pm Friday through 8am Monday (24/7)
 - On Holidays when KCTCS System Office is closed, an additional security guard is to be provided from 8am to 4pm.

Note: KCTCS has designated specific days as official recurring holidays. Below is a list of designated holidays:

Independence Day
 Labor Day
 Presidential Election Day
 Thanksgiving Day
 Day after Thanksgiving
 Martin Luther King Day
 Presidents Day
 Good Friday (1/2 day)
 Memorial Day
 Juneteenth

In addition, KCTCS may have other days where it may become necessary that the System Office is closed due to emergency situations such as inclement weather, power outages, or other crises. Emergency situations could entail a full day, partial day, or many be a delay in the starting time or early closing time. On these occasions, Security Guard services may be required as quickly as possible upon notification.

- Institutional closing days are planned days for the purpose of scheduled maintenance and other purposes. Typically, the institutional closing falls around, during and between the Christmas and New Year's holidays; however, other institutional closing days may be granted by action of the Board of Regents or the KCTCS President. An additional security guard is to be provide daily from 8am to 4pm during that period.
- KCTCS reserves the right to adjust the number of guards required and the hours of coverage required, as necessary. KCTCS will provide the successful offeror with twenty-four (24) hours' notice if additional guards are required or if the coverage times will need to be adjusted.

- No guard shall work more than an 12 hour shift at any time, unless there is a special circumstance that have been agreed to by the Successful Offeror and KCTCS Director of Safety and Emergency.
- All guards shall report to a supervisor provided by the successful offeror.
- Traffic control may be required for special functions upon prior arrangement with KCTCS Director of Safety and Emergency.
- In specific circumstances, it may be necessary for the guard to provide fire watch services which would be a more robust rounds procedure than a normal shift.
- Guards may be required to perform other related duties as assigned related to security type services.
- Guards shall provide a written log of security operations during each shift. This log shall be kept at the KCTCS Security Desk and available to KCTCS Facilities Personnel for review at any time.
- Successful offeror will be given forty-five (45) days from the date of award of contract to meet and adhere to all terms, specification, and conditions of the resulting contract. Failure to meet the outlined criteria may be cause for cancellation.

KCTCS reserves the right to reject any and all proposals, or any part thereof, or to accept any proposals or any part thereof, or to waive any informalities or defects in any proposal, as deemed to be in the best interest of KCTCS. KCTCS reserves the right to re-issue or change the RFP, and to obtain the services by any other measures.

3. SITE VISIT

Offerors are strongly encouraged to visit the KCTCS Office prior to submitting an Offer to inspect the conditions at the site. Any Offeror wishing to obtain information on the site visit may call the KCTCS Director of Safety and Emergency, Matthew Kidd at (859) 256-3192.

KCTCS will not be responsible for additional charges for conditions at the sites that could have been foreseen during a site visit. All questions that may arise from this site visit must be presented in writing to Bekka.Korosec@kctcs.edu. Questions will not be accepted via phone.

4. PERFORMANCE BOND

The successful Offeror may be required to execute, within seven (7) days after receiving the Notice of Award, a performance bond or irrevocable letter of credit in the amount of \$25,000.00. The bond shall be in compliance with the contract and shall incorporate by reference the terms of the Contract. The bond shall be in compliance with the laws of the Commonwealth and shall be issued by a licensed resident or non-resident agent who represents bonding companies authorized to do business in Kentucky.

5. SECURITY OF INFORMATION

The offeror certifies that he/she shall not at any time release or divulge any information concerning the services covered by any contract award derived from the terms of this Request for Proposal to any person or any public or private organization without prior approval of KCTCS.

6. OFFEROR RESPONSIBILITIES

As a condition of this Request, Offeror must have a minimum of ten (10) years overall experience providing unarmed security guard services and must be able to demonstrate that of their ten (10) years' experience that three (3) years was providing unarmed security guard services at a post- secondary institution.

In addition, guards are required to be paid an hourly rate.

KCTCS will consider proposals from qualified Offerors who can meet the terms and conditions stated herein.

The Offeror must be ordinarily engaged in the business of providing these services and have sufficient experience, financial and human resources to provide the services specified in this Request for Proposal.

The Offeror will be required to submit sufficient experience and financial information, such as articles of incorporation, audited financial statements and Dunn & Bradstreet ratings, to allow KCTCS to evaluate the Offeror's ability to meet the responsibilities of the contract.

Offeror must meet the licensing and certification requirements of the respective city and county in which the Security Guard Service will be provided, along with all requirements of the Commonwealth of Kentucky. Offeror must provide unarmed guard services in accordance with federal, state, and any other applicable law, regulations, policies, KCTCS requirements, etc.

Successful Offeror must ensure that copies of insurance, licenses, certificates, and permits for security guards are on file with KCTCS Director of Safety and Emergency.

Successful Offeror will be responsible for individual qualifications and all fees that may be required.

Successful Offeror will be required to provide a procedure manual prior to an award of a contract, which must be approved by KCTCS officials before security services are commenced.

The Successful Offeror shall be required to ensure guard compliance with the KCTCS Safety and Security Manual which will illustrate key aspects of facility's needs.

The successful offeror shall be responsible for the safety of furnished personnel on duty and shall assume all liability for their acts.

Successful Offeror must have a call center capable of receiving calls for service and dispatching guards by way of radio or telephone. The Call Center personnel and guards should also be trained in the activation of the SNAP Alert System for evening emergency situations.

Supervision Requirements:

Successful Offeror must provide a supervisor for the guard(s) assigned to the campus who will be responsible for ensuring that the guards report in accordance with the schedule as established by KCTCS. The reporting of the guards to work should be verified daily by the Offeror. This supervisor must be available to meet as required with the KCTCS Director of Safety and Emergency regarding the operations of the security services being performed. The supervisor shall be in contact with the KCTCS Director of Safety and Emergency, or his/her designee, to receive updates on coverage and special events that will be conveyed to the guards.

The Supervisor is required to provide fill-in personnel in situations whereby the guards are absent due to illness or planned vacation leaves. For absences due to illness, offeror will call the KCTCS Director of Safety and Emergency at least two (2) hours ahead of the guard's start time. For planned vacation leaves, offeror will inform KCTCS Director of Safety and Emergency no later than one (1) week prior to the date of the leave. KCTCS does not pay for leave time associated with the guards posted for duty at KCTCS.

The Supervisor is required to forward a completed schedule for staffing of the facility covering a period of at least two (2) weeks to the KCTCS Safety and Emergency Director or his/her designee at least 2 days prior to the period covered for facility awareness.

The Supervisor shall be required to respond to all emergencies and no-shows within thirty (30) minutes (maximum) of occurrence.

The supervisor will also be responsible for forwarding daily reports or incident/accident reports taken by the guards to the KCTCS Director of Safety and Emergency weekly.

The Supervisor shall be responsible for adequate on-site training, supervision and instruction of all Offeror furnished security guards no later than twenty-four (24) hours before guard begins duty. The successful

offeror must provide on-site training with the assistance of KCTCS so that new guards may become familiar with the buildings and grounds and required duties. Training must include Minger/Clery Act information and the reporting requirements. Documentation of adequate training must be provided twenty-four (24) hours before guard begins duty.

Guard Requirements:

Individual guards are required to have a current employee background check on file with the successful Offeror. If guards are residents of other states, then a background check from the state in which the guard resides must be submitted. Guards may have no convictions of a felonious crime. Proof of a current employee background check for assigned individuals must be submitted to KCTCS prior to the beginning of the contract and for new individuals that may be assigned to this contract. KCTCS reserves the right to conduct their own background check for any individual assigned to this contract. Background checks are to be communicate to KCTCS by the awarded supplier for each guard prior to work assignment.

Guards should have a minimum of two (2) years security experience. Security experience may be with the successful offeror, prior law enforcement, security, or military experience. This information shall be communicated to KCTCS by the awarded supplier for each guard prior to work assignment.

Guards must be in good health and capable of performing required duties and be at least 21 years of age. Individuals are required to be trained in American Heart Association certified Basic Life Support (BLS), including being certified in CPR and use of a defibrillator. Proof of a valid BLS certification for assigned individuals must be submitted to KCTCS for each guard prior to work assignment. Credentials should be kept on file by the awarded supplier and available upon request from KCTCS.

Guards shall not be required to work more than 12 hours per day or for an extended period unless an emergency exists and is approved by the KCTCS Director of Safety and Emergency.

Specific duties are listed in the post orders provided to the guards which typically include:

1. Hourly foot patrols through the interior of the building, a digital scan log shall be maintained and provided to KCTCS weekly;
2. Hourly foot patrols around the perimeter of the building, a digital scan log shall be maintained and provided to KCTCS weekly;
3. Provide necessary fire watch duties when the fire alarm system is compromised by maintenance or operational issues;
4. Checking credentials and providing access to authorized persons entering the building during the security guards shift;
5. Immediately reporting incidents that occur both inside and outside the building that are significant in nature to designated KCTCS officials via text messages;
6. Notifying local law enforcement when their response is required;
7. Adequately monitor security cameras.

Guards shall post a log of security operations and events for each shift. Information with detailed remarks including date and time are to be recorded and shall include any unusual occurrences, observations, suspicious behavior, and other building and site conditions noted. The daily log will become the property of KCTCS. This log shall be maintained at the KCTCS Security Desk.

No individual will be apprehended and placed under arrest unless the guard involved is commissioned or otherwise appointed or elected with the authority to make such an arrest and then only upon a legal warrant or arrest, upon having legal probable cause, personally having witnessed a crime or violation of one being committed, and then only in accordance with the Kentucky Penal Code, KRS Chapter 503, "General Principles of Justification". Any security guard disregarding or violating these instructions must do so as a private individual and not as a representative of KCTCS. In the event of and under any circumstances where a security guard functioning under a resulting contract does not have power of arrest,

it is the responsibility of the successful offeror to inform such security personnel of their limited legal operational status.

Problems arising on KCTCS property, such as fire alarms, burglar alarms, altercations, accidents, security breaches, thefts, trespassing, vandalism, unauthorized entry, suspected crimes or suspicious persons, and obvious safety hazards or mechanical failures shall be reported immediately to designated KCTCS Officials and the local Police or Fire Departments, as appropriate.

Guards must be able to maintain communication with appropriate personnel utilizing equipment such as two-way radios and telephones. Guards will have the ability to contact the Director of Safety and Emergency Services and/or the Assistant Vice President Facilities Support Services via phone and text message. A two-way radio is located at the front desk, but typically not utilized during after-hours.

All Offeror furnished security personnel shall be expected to be always professional in their demeanor. Guards that do not maintain this level of professionalism will be replaced upon the request of KCTCS Officials.

Guards shall be furnished all uniforms and accessories by the offeror at no cost to KCTCS. The style of uniform desired is "hard look uniform." Security Guard Services employees shall wear mutually agreed upon uniforms and be neatly dressed at all times. KCTCS representatives and the successful Offeror will agree on the uniforms to be worn.

Guards on duty shall not engage in any activities that interfere with their primary responsibility, security of the facilities.

Guards shall maintain positive public relations by responding to routine inquiries from employees, students, and visitors, including requests for crime prevention information and performing escorts.

Alcohol or intoxicants of any kind, including prescribed drugs that could impede performance, are prohibited to be consumed while on duty. Successful Offeror will be required to replace any guard found in violation of these restrictions immediately upon notification from KCTCS.

Guards performing services under a resulting contract are prohibited from accepting gratuities of any kind and from any source.

Guards shall be expected to always be professional in their demeanor. They shall be required to adhere to the KCTCS Policy on Sexual Harassment and always behave in an ethical manner.

No provided security guard employee is to use KCTCS computer services for personal use. This includes personal email, internet use, etc.

Successful Offeror shall be responsible for the security of all keys, security badges and other methods of access provided by KCTCS. Loss of keys, security badges or other methods of access by the security guard shall result in re-coring of affected doors. The cost of this re-coring and any related costs will be the responsibility of the Offeror.

Successful Offeror will be required to immediately replace any guard found to be in violation of any of the above or upon request from KCTCS.

7. KCTCS RESPONSIBILITIES

KCTCS shall designate a representative(s) who shall, within reason, be available at any time for consultation and liaison.

KCTCS will provide 2-way radios. These are low-powered radios that will allow communication around campus to the System Office Security Desk and with the KCTCS Maintenance & Operations employees when on site.

KCTCS will provide a list of officials to be contacted in the event problems arise on campus.

KCTCS will provide the keys, cards, or other access methods required by the security guard.

KCTCS will provide the guards with a list of temporary and permanent KCTCS contractor personnel who are authorized to access the buildings during non-working hours. All KCTCS employees with a working access badge have access to the building at time established by their access badge.

KCTCS will provide twenty-four (24) hour advance notification to the successful Offeror of any changes in security requirements except in instances where an emergency has been declared which requires a temporary change in security requirements.

Vehicles will NOT be provided for guard services.

KCTCS offers pay of time and a half for holiday hours worked. Holiday schedules will be shared with successful awarded supplier.

KCTCS will provide written post orders on how to manage emergency and non-emergency situations that he/she would normally encounter.

8. ADDITIONAL RELATED PRODUCTS OR SERVICES

KCTCS reserves the right to add additional related services based on the original offer. Upon mutual consent of KCTCS and the Offeror on pricing, performance, etc., said additional services may be added to the contract.

9. EXTENSION TO OTHER INSTITUTIONS

The Offeror should be willing to extend the provision of services under the resulting contract to any other public institution of higher education of the Commonwealth of Kentucky. Such extension will be under terms and conditions substantially the same as those in the resulting contract except that pricing will be negotiated based on then current rates for the specific level of services required.

10. EVENTS BEYOND CONTROL

Anything herein to the contrary notwithstanding, KCTCS shall not be liable or responsible for any failure to furnish the services set forth in this RFP and the contract, occasioned by strike or other work stoppage, federal, state or local government action, breakdown or failure of apparatus, equipment or machinery employed in supplying services, any temporary stoppage for the repair, improvement, or enlargement thereof, or any act or condition beyond its reasonable control.

11. SUBMISSION OF OFFER

Offerors desiring to respond to this Request for Proposal should submit in one of the following manners:

Option 1 - By Electronic Submission: Upload RFP packet to Bid Locker

Suppliers can complete this RFP and upload it, along with any other pertinent information, to Bid Locker through a web browser.

- **One original file copy of proposal with all signatures and required pages included.**
 - Click on the following link and then click on the Request for Proposal RFP-0309.
<https://bidlocker.us/a/kctcs/BidLocker>
- **NOTE: Do not embed links to documents inside of electronically submitted proposals. All documents must be included in full with proposal submitted. Do not send files via drop box or shared links for downloading.**
- All proposal materials must be electronically submitted via Bid Locker platform by **April 19, 2024, 4:00 pm EST.**

No exceptions will be made for delayed submissions including technology issues.

OR

Option 2 - By Mail Submission:

- One original paper copy of proposal with signature page.
- One (1) USB drive/Flash Drive of the written proposal (for electronic record retention)
- All proposal materials must be sealed (clearly marked with RFP#) and mailed to the KCTCS Procurement to Payment Services, Kentucky Community and Technical College System, 300 North Main Street, Versailles, Kentucky 40383. Mail submissions must be received by KCTCS personnel by **April 19, 2024, 4:00 pm EST**. No exceptions will be made for delayed mail services.

OR

Option 3 -In Person Submission:

- One original paper copy of proposal with signature page.
- One (1) USB drive/Flash Drive of the written proposal.
- All proposal materials must be sealed (clearly marked with RFP#) and delivered to the KCTCS Procurement to Payment Services, Kentucky Community and Technical College System, 300 North Main Street, Versailles, Kentucky 40383. Hand delivered submissions must be received by KCTCS personnel by **April 19, 2024, 4:00 pm EST**. No exceptions will be made for delayed arrival.

Any proposal received after 4:00 pm EST will not be considered for an award of a contract. In accordance with KRS 45A.085, there will be no public opening. However, after contract award, the solicitation file will become a public record. No pre-proposal conference is planned.

All (Mailed or In Person Submitted) proposals will be time stamped by the KCTCS Procurement to Payment department upon receipt. Proposals received after the due date and time will not be evaluated.

12. SCHEDULE OF EVENTS

Issue date for RFP	03/22/2024
Deadline for Written Questions	03/29/2024 @ 4:00 pm EST
RFP Due Date	04/19/2024 @ 4:00 pm EST
Offeror Presentations	*To be Scheduled if needed.

If an oral interview session is scheduled, it will be held via Microsoft Team invitation from KCTCS. All costs associated with the Offeror's required oral presentation will be solely the responsibility of the respective Offeror. Promises and commitments made by Offerors during oral presentations and demonstrations will be considered a part of the Offeror's proposal. Virtual oral presentations will be recorded for reference by KCTCS.

13. ORAL PRESENTATIONS

As part of the evaluation process, after a review of the written proposals, the Offerors who submit a proposal in response to this RFP may be selected and required to give an oral presentation. All costs associated with the Offeror's required oral presentation will be solely the responsibility of the respective Offeror. Promises and commitments made by Offerors during oral presentations and demonstrations will be considered a part of the Offeror's proposal.

KCTCS reserves the right to reject any and all proposals, or any part thereof, or to accept any proposals or any part thereof, or to waive any informalities or defects in any proposal, as deemed to be in the best interest of KCTCS. KCTCS reserves the right to re-issue or change the RFP, and to obtain the services by any other measures.

14. OFFEROR QUALIFICATIONS

KCTCS will consider proposals from qualified outside Offerors who are capable of meeting the terms and conditions stated herein. The Offeror should have sufficient qualified staffing resources; demonstrate experience; be ordinarily engaged in the business of providing the requested services; and have the

appropriate financial resources to provide the services specified in this RFP. The offeror must adhere to all applicable provisions of KRS or any other applicable provisions of Kentucky law.

The Offeror may be required to submit licenses, license applications sufficient financial information, such as audited financial statements and Dunn & Bradstreet ratings, to allow KCTCS to evaluate the Offeror's ability to meet the responsibilities of the resulting contract.

KCTCS reserves the right to request additional information to determine the responsibility of the apparent successful Offeror relative to its ability to comply with the terms and conditions of this Request for Proposal.

15. GENERAL

The resulting contract between KCTCS and the Offeror shall consist of the Request for Proposal (RFP) and any amendments thereto, and (2) the Offeror's proposal submitted in response to the RFP. In the event of a conflict in language between the two documents referenced above, the provisions and requirements set forth and/or referenced in the RFP shall govern. In the event that an issue is addressed in one document that is not addressed in the other document, no conflict in language shall be deemed to occur. However, KCTCS reserves the right to clarify any contractual relationship in writing with the concurrence of the Offeror, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the Offeror's proposal. In all other matters not affected by the written clarification, if any, the RFP shall govern. KCTCS reserves the right to award one or multiple contracts from this RFP, at the sole discretion of KCTCS.

Payment shall be made Net 30 upon receipt of goods and/or services and upon receiving an associated correct invoice with acceptable documentation of completed work. Additional methods of payment (such as credit card) may be mutually agreed upon if in the best interest of KCTCS.

16. MULTIPLE PROPOSAL SUBMISSIONS

Unless otherwise specified, Offerors are to only submit one version of their response based on the criteria outlined within this RFP. Not complying with this requirement will result in rejection of all Offeror submissions.

KCTCS reserves the right to audit the offeror relative to its ability to perform the required services.

17. RIGHT TO REQUEST ADDITIONAL INFORMATION

Prior to an award, KCTCS must be assured that the selected Supplier has all the resources to successfully perform under the contract. This may include, but is not limited to, adequate number of personnel with required skills, availability of appropriate equipment in sufficient quantity to meet the on-going needs of KCTCS, financial resources sufficient to complete performance under the contract, and experience in similar endeavors. If, during the evaluation process, KCTCS is unable to assure itself of the Supplier's ability to perform, if awarded, KCTCS has the option of requesting from the Supplier any information deemed necessary to determine the Supplier's responsibility.

18. ENTIRE AGREEMENT

The resulting contract will represent the entire agreement between the parties with respect to the subject matter thereof and will supersede all prior negotiations, representations or agreements, either written or oral, between the parties hereto relating to the subject matter hereof and shall be independent of and have no effect upon any other contracts. A record of formal contract negotiations between the contractual parties will be prepared by KCTCS and will become a permanent part of the contract file.

19. PREPARATION OF PROPOSALS

Offeror is expected to examine all specifications, terms, conditions, and instructions in this Request for Proposal. Failure to do so will be at the Offeror's risk.

Offeror will furnish the information required by this RFP. The Offeror will sign the RFP and print or type name, firm, address, and telephone number and date. Erasures or other changes must be initialed by the person signing the offer. An offer signed by an agent is to be accompanied by evidence of his or her authority

unless such evidence has been previously furnished to the issuing office. The signer shall further certify that the proposal is made without collusion with any other person, persons, company or parties submitting a proposal; that it is in all respects fair and in good faith without collusion or fraud, and that the signer is authorized to bind the principal offeror.

The proposal should be prepared simply and economically, providing a straightforward concise description of the Offeror's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content. Each copy of the proposal should be bound in single volume where practical. All documentation submitted with the proposal should be bound in the single volume except as otherwise specified.

Any proposal containing terms and conditions not in conformity with Kentucky law may be rejected.

Offeror shall include with their presentation all accompanying documentation, forms, etc. in which the Offeror would propose KCTCS to complete, agree, or sign in the event a contract is awarded from this solicitation to the Offeror. This includes enrollment documentation, authentication forms, etc.

KCTCS reserves the right to reject any proposal based on this documentation, in the event it directly conflicts or is non-conforming with the laws of the Commonwealth of Kentucky and/or KCTCS Policies and Business Procedures.

20. PROPOSAL INSTRUCTIONS

Offerors should follow proposal instructions below:

- Proposals must address each of the requirements noted in this section to be considered for award.
- Any missing information may result in rejection of proposal or lower ranking due to incomplete information provided.
- Offerors should number or reference each requirement in the proposal explaining how the solution meets the specified requirement.
- Narratives should provide a concise and complete description of capabilities.
- If submission is by mail or in person, the proposal should be contained in a single volume (unbound) for scanning documentation for repository. Any accompanying USB drive must be clear of any viruses and contain a complete copy of the proposal documentation.
- If submission is electronically through Bid Locker, the proposal should be submitted as one file unless otherwise requested within the criteria of this RFP.
- Electronic files (submitted through Bid Locker or through USB) should not contain imbedded links for additional documentation. Full response should be included in the submitted proposal document.
- Proposals should be kept to a **maximum of 50 pages** not including the following required pages:
 - Signature Page (Page 1)
 - Business Classification (section 48)
 - Any associated addendum issued during the solicitation process.
 - References (section 2 in the below criteria)
 - Fees (section 7 in the below criteria)

A complete proposal should consist of the following:

- A. Overview and Philosophy – Provide a general overview of the Offeror's organization and experience as it relates to providing the requested services contained herein. Include a narrative history of the organization and explain the added value that your organization provides and distinguishes it from all others.
- B. References – Include no less than three (3) client references and their email contact information which may be contacted by KCTCS. References should include clients for services that are similar in scope, size, and complexity to the services requested within the scope of work in this RFP. At least one reference should be an institute of Higher Education. Each reference should include the following:

- Customer name and address;
- Contact name with email address and phone number;
- Time period in which work was performed;
- Short description of work performed.

C. Proposed Solution/Services

- Describe your strategic plan and strategies for assisting KCTCS with the requested products/services requested in this RFP.
- Provide any additional services you can/will provide that are included at no additional cost.
- Provide any additional optional services that could be available to KCTCS to consider in addition to the scope of work being requested. These services would not be part of the base fee offered in the proposal.
- Include examples/exhibits of any reporting that would be available.
- What tools/software would be used by your firm to execute the services?

D. Implementation – Provide a detailed plan and schedule for the implementation of your solution upon successful award and contract.

E. Staffing

- Provide a summary of the available staffing resources involved in the management of the solution, implementation, and continued management of the requirements of the proposal.
- Include training requirements for KCTCS personnel as well as requirements of KCTCS personnel to complete implementation.
- What is your firm's methodology for working with KCTCS personnel to provide services?
- Provide information regarding the functions to be performed by staff on site and any planned contingency arrangements should one or more staff members assigned to KCTCS be unable to deliver as expected.

F. Additional required information:

- Location of principle office in the US that will be servicing KCTCS upon award.
- Major claims or lawsuits, if any, pending against the Offeror's firm or its principals that may impact delivery of this RFP request.
- Evidence of Errors and Omissions insurance of at least \$1 million in liability limit provided by a carrier acceptable to KCTCS.
- Disclose any criminal investigation, indictment, prosecution or other proceeding that has ever been brought against your firm.
- Describe any civil litigation pending or concluded within the last three (3) years against your firm that may impair the firm's ability to provide the requested services.
- Disclose any potential conflicts of interest with providing the requires services to KCTCS including any potential conflicts of interest of employees assigned to this project or involved in the preparation of the proposal. KCTCS reserves the right to disqualify a firm or cancel any contract for any potential conflict of interested raised initially and/or during the life of any contract awarded.

G. Fees – on a separate page(s) please include the following:

- Base cost of solution being proposed
 - If applicable, provide costs for one instance (KCTCS as a system) and costs for 16 instances (individual colleges).
- Fees for any additional optional services/products not included in the base cost of solution.
- If applicable, list cost of implementation separate from the annual ongoing fees.
- List any annual escalation costs imposed on this solution.
- Provide cost of any additional training options for KCTCS and whether training is available virtually or requires in person/travel. If travel is required, the awarded Offeror must be willing to adhere to KCTCS travel requirements and per diem rates for most economical costs. Travel must be approved by KCTCS prior to travel taking place.

KCTCS reserves the right to request additional information, which will aid in the further evaluation of any Offeror's capabilities to provide a successful or comprehensive solution and experience. Offerors should be prepared to provide financial statements (balance sheets, statements of income, statements of changes in financial positions) if requested by KCTCS.

21. COST OF PREPARING PROPOSAL

Costs of developing the proposals are solely the responsibility of the Offeror. KCTCS will provide no reimbursement for such costs.

22. ADDENDA & AMENDMENTS

KCTCS reserves the right to request amendments or modifications after the specified receipt date if in the best interest of KCTCS. In the event it is necessary to revise any part of the Request for Proposal after initial mailing, the revision will be mailed to all who received the initial RFP or who have subsequently requested one. Receipt of an amendment to a solicitation by an Offeror must be acknowledged by signing and returning the amendment or by letter. Such acknowledgment must be received prior to the hour and date specified for receipt of offers.

Any "addenda" issued by KCTCS Procurement to Payment Services prior to the time for receiving proposals shall be covered in the proposal and in closing a contract they shall become a part thereof. Such "Addenda" shall be acknowledged in the proposal. No instructions or changes shall be binding unless documented by a proper and duly issued Addendum. Offerors must acknowledge receipt of any addenda either with proposal or by separate letter prior to the award of contract.

23. EXPLANATIONS

Unless it is demonstrated that an adequate response cannot be developed with the data provided in this RFP, KCTCS will not provide additional data based on request from individual respondents. Proposals should be based on the data contained in this RFP. If KCTCS decides to distribute additional information, it will be distributed to all offerors in accordance with paragraph 11.0 above.

Any explanation desired by an Offeror regarding the meaning or interpretation of the solicitation, specifications, etc., must be requested in writing and with sufficient time allowed for a reply to reach Offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective Offeror concerning the solicitation will be furnished to all prospective Offerors as an amendment of the solicitation if such information is necessary to Offerors in submitting offers on the solicitation or if the lack of such information would be prejudicial to uninformed offerors. KCTCS reserves the right to require verification or clarification of data and information presented in the Offeror's proposal.

24. QUESTIONS

All questions should be submitted in **writing** via email to the contact listed below, no later than **03/29/2024, 4:00 pm EST**. Questions will not be answered over the phone, and phone calls with questions may not be returned. Questions pertaining to this RFP will not be accepted after above date and time.

Bekka Korosec
Bekka.korosec@kctcs.edu

Proposals will not be accepted via fax or email. Please refer to section 10 for submission requirements.

25. RESTRICTIONS OF COMMUNICATIONS IN REGARD TO THIS RFP

From the issue date of this RFP until a contract award is made, Offerors are strictly forbidden to communicate about the subject of the RFP with any KCTCS administrator, faculty, staff, or member of KCTCS Leadership or Board of Regents. Offerors may communicate only with KCTCS Procurement Officials.

KCTCS reserves the right to reject the Proposal from any Offeror violating this provision.

26. TERM OF CONTRACT

The contract/contracts resulting from this RFP and the successful Offeror's Proposal shall have an initial term of twelve (12) months. It shall be renewable on an annual basis for additional one-year renewal periods. Annual renewal shall be contingent upon Kentucky Community & Technical College's satisfaction with the services performed and the overall performance of the Offeror. The initial term may be revised upon the sole discretion of KCTCS.

The effective date of the contract is anticipated to be July 1, 2024. However, the effective date may be determined, if in the best interest of KCTCS, to be effective upon the date of award, upon mutual agreement of the successful offeror and KCTCS.

27. TERMINATION OF CONTRACT

The contract resulting from this RFP shall be subject to the following termination provisions:

- for default
- non-performance
- for Offeror bankruptcy
- for unavailability of funds and/or appropriations
- mutual agreement
- otherwise as specifically provided by the contract
- upon 30 days written notice, at the sole discretion and convenience of KCTCS

28. METHOD OF AWARD

KCTCS may award one or more contracts to the responsive and responsible Offeror whose proposal, conforming to this solicitation, will be the most advantageous to KCTCS based on the criteria as shown in the Evaluation of Proposal section. Final determination shall be the responsibility of KCTCS. Only those proposals received which reflect a comprehensive appreciation of the requested services to KCTCS and offer a realistic solution which will benefit KCTCS will be considered for award of a contract. An award of a contract shall be made by KCTCS to the Offeror who offers the best proposal and with whom negotiations result in a contract package of greatest benefit to KCTCS based upon evaluation methods contained herein.

29. NOTICE OF AWARD

The solicitation results will be posted at the link below. No offeror should assume personal notice of the solicitation results will be provided by KCTCS.

<https://opportunity-to-bid.kctcsweb.com/bids>

30. EVALUATION OF PROPOSALS

The award of this contract will be made by KCTCS Procurement to Payment Services after evaluation by the committee selected solely for this purpose. Please prepare your proposal addressing each of the criteria listed in section 20 of this RFP. Proposals will be evaluated using a ranking method to ascertain which proposer best meets the needs of KCTCS. The evaluations will be based on:

1. The proposal's overall responsiveness in clearly stating an understanding of the work being requested and how these services will meet KCTCS' desired results. This includes the approach for planning, design, and execution of the proposed solution.
 - a. Section 20.A and 20.C
2. Qualifications of the Offeror's firm, staff, and resources responsible for the management of solution and implementation of the proposed services/products.
 - a. Section 20.E and 20.F
3. References including Offeror's experience and expertise in similar work in the marketplace (preferably within institutions of higher education similar in size and/or scope to KCTCS and its colleges).
 - a. Section 20.B
4. Fees for proposed solution.
 - a. Section 20.G
5. Additional Information as requested.
 - a. Section 20.F

31. REJECTION OF PROPOSALS

KCTCS reserves the right to reject any and all proposals and to waive technicalities and minor irregularities in proposals for good cause. Grounds for the rejection of a proposal include, but shall not be limited to:

- Failure of a proposal to conform to the essential requirements of the solicitation.
- A proposal imposing conditions which would modify the terms and conditions of the solicitation or limit the Offeror's liability to KCTCS on the contract awarded on the basis of such solicitation.
- Failure of the Offeror to sign the required documents.
- Any proposal determined by KCTCS to be unreasonable as to price.
- Proposals received that are determined to be from Offerors who are not qualified.

Technicalities or minor irregularities in a Offeror's proposal may be waived, when KCTCS determines that it will be in their best interest to do so, are mere matters of form not affecting the material substance of a proposal or some immaterial deviation from or variation in the precise requirements of this RFP and having no or a trivial or negligible effect on price, quality, quantity or delivery of supplies or performance of the services being procured, the correction or waiver of which will not affect the relative standing of, or be otherwise prejudicial to other Offerors. KCTCS may either give an Offeror an opportunity to cure any deficiency resulting from a technicality or minor irregularity in its proposal or waive such deficiency where it is advantageous to KCTCS to do so.

32. INDEMNITY

The Offeror shall hold harmless and indemnify KCTCS against all claims, suits, actions, costs, counsel fees, expenses, damages, and judgment in decrees by reason of persons or property being damaged or injured by the Offeror during the term of the contract, whether by negligence or otherwise.

33. GOVERNING LAW

The contract shall be construed according to the laws of the Commonwealth of Kentucky. Any legal proceedings against KCTCS regarding this RFP or any resultant contract shall be brought in Commonwealth of Kentucky administrative or judicial forums.

34. AUTHORIZATION TO DO BUSINESS IN KENTUCKY

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

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

35. KENTUCKY RECIPROCAL PREFERENCE LAWS

In accordance with KRS 45A.490 to 45 A.494, Kentucky Resident Bidder Status or Qualified Bidder Status, a resident Offeror of the Commonwealth of Kentucky shall be given a preference against a nonresident Offeror. In evaluation proposals, KCTCS will apply a reciprocal preference against an Offeror submitting a proposal from a state that grants residency preference equal to the preference given by the state of the nonresident Offeror.

Residency and non-residency shall be defined in accordance with KRS 45A.494 (2) and 45A.494 (3), respectively. Any Offeror claiming Kentucky residency status must submit with its bid/proposal a notarized affidavit with support documentation affirming that it meets the criteria as set forth in the above referenced statute.

An affidavit for Qualified Bidder Status forms is available from KCTCS Procurement to Payment Services, upon request.

36. INTELLECTUAL PROPERTY

Ownership of the intellectual property generated for KCTCS by any contract resulting from this solicitation and paid for in accordance with the agreed upon fee schedule shall reside with KCTCS. Furthermore, KCTCS shall use any images, slogans or other concepts developed under the terms of the resulting contract without additional charge for royalties to the Offeror. Any intellectual or commercial property rights created or obtained through performance of a contract with KCTCS shall belong to KCTCS. Neither offeror nor its officers, directors, agents, or employees shall have authority to apply for the ownership or registration of any intellectual or commercial property rights created or obtained through performance of services provided. Nor shall offeror, its officers, directors, agents, or employees use KCTCS intellectual or commercial property during the term of the agreement for any purpose other than providing the services and after the termination of the agreement for any purpose.

37. INSURANCE

If applicable, prior to the beginning of the contract, the supplier will furnish KCTCS the Certificates of Insurance that will show it has and will maintain all insurance protection (including products and liability insurance) at the Offeror's expense. The Offeror agrees that required insurance shall not be canceled or allowed to lapse during the term of any awarded contract without prior written notification to KCTCS.

Minimum liability coverage must be:

Public Liability -Comprehensive General Owners, Landlords and Tenants
 Bodily Injury Liability
 Each Person \$1,000,000
 Each Occurrence \$1,000,000
 Aggregate \$3,000,000
 Property Damage Liability \$1,000,000
 Products Liability
 Each Person \$1,000,000
 Each Occurrence \$1,000,000
 Automobile Liability
 Bodily Injury
 Each Person \$1,000,000
 Each Occurrence \$1,000,000
 Personal Injury Liability
 Each Person \$1,000,000
 Property Damage Liability \$1,000,000
 Worker's Compensation Statutory
 Employers Liability \$ 500,000

The Kentucky Community and Technical College System must be named as an additional insured in the policy for Comprehensive General Liability. In the event of failure by the contractor to maintain, in force, insurance coverage acceptable to KCTCS, KCTCS will have the right to terminate this Agreement immediately upon written notice to the contractor. Copies of the Insurance Certificates are to be furnished to the KCTCS Procurement to Payment Department. Modification of this requirement must be requested in writing with supporting statements, prior to the time of the proposal submission.

The certificate of insurance shall name KCTCS as additional insured in the Description of Operations section of the Certificate of Insurance:

Kentucky Community & Technical College System
 300 North Main Street
 Versailles, KY 40383

38. EVENTS BEYOND CONTROL

Anything herein to the contrary notwithstanding, KCTCs shall not be liable or responsible for any failure to furnish the services set forth in this RFP and the contract, occasioned by strike or other work stoppage, federal, state or local government action, breakdown or failure of apparatus, equipment or machinery employed in supplying services, any temporary stoppage for the repair, improvement, or enlargement thereof, or any act or condition beyond its reasonable control.

39. RIGHT TO REQUEST ADDITIONAL INFORMATION

Prior to an award, KCTCS must be assured that the selected Supplier has all of the resources to successfully perform under the contract. This may include, but is not limited to, adequate number of personnel with required skills, availability of appropriate equipment in sufficient quantity to meet the on-going needs of KCTCS, financial resources sufficient to complete performance under the contract, and experience in similar endeavors. If, during the evaluation process, KCTCS is unable to assure itself of the Supplier's ability to perform, if awarded, KCTCS has the option of requesting from the Supplier any information deemed necessary to determine the Supplier's responsibility.

40. OFFEROR TERMS & CONDITIONS

Proposals submitted that include any additional Offeror terms or conditions or contain terms and conditions in conflict with the Statutes of the Commonwealth of Kentucky will be rejected. Offerors should refrain from imposing conditions that would modify the terms and conditions of the solicitation or limit the bidder's liability to KCTCS on the contract awarded on the basis of such Invitation.

41. CONTRACT CHANGES

The contract, and any amendments thereto, awarded through this solicitation shall be managed by KCTCS and any modifications thereto must be mutually agreeable to both parties and executed in writing. Such modification or change of any provision in the resulting contract shall be made between the Offeror and KCTCS Procurement to Payment Services and incorporated as a written amendment to the KCTCS contract on KCTCS letterhead. Local modifications made between Offeror and individual KCTCS colleges shall not be construed as an amendment to the contract and shall not be considered binding.

42. NONCONTINGENT FEES

No person or selling agency shall be employed or retained or given anything of monetary value to solicit or secure the resulting contract, except bona fide employees of the Offeror or bona fide established commercial or selling agencies maintained by the Offeror for the purpose of securing business. For breach or violation of this provision, KCTCS shall have the right to reject the proposal, annul a resulting contract without liability, or, at its discretion, deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage, contingent fee or other benefit.

Firm must disclose any conflict of interest regarding this solicitation. Undisclosed conflict of interest could result in rejection of proposal.

43. DATA PROTECTION/TRANSFER AFTER CONTRACT CONCLUSION

The Offeror agrees that in the event of termination, cancellation or expiration of a contract resulting from this RFP, for any reason, Offeror shall either: Return or destroy, as notified by KCTCS, all Data (including sensitive data) provided to the Offeror by KCTCS. Offeror understands and agrees that in the event of a cancellation, termination, or completion of the contract without renewal, this data is to be made immediately available to KCTCS within forty eight (48) hours from the effective notice of cancellation, termination, etc. or any/all other circumstances in which this contract would conclude, and access will remain available to KCTCS for a minimum of at least 90 days thereafter.

Such Data shall include, but is not limited to, all data provided to Offeror's employees, subcontractors, agents, or other affiliated persons or entities; or in the event that returning or destroying the Sensitive Data is not feasible, provide notification of the conditions that make return or destruction not feasible, in which case, the Offeror must continue to protect all Sensitive Data that it retains and agree to limit further uses and disclosures of such Data to those purposes that make the return or destruction not feasible as Offeror maintains such Data.

44. SERVICE PERFORMANCE

All services performed under this contract shall be in accordance with the terms and provisions of the contract. It will be the responsibility of KCTCS to ensure that such services rendered are performed and acceptable.

Major deviations of services performed will not be made without the written approval of the Procurement to Payment Services Department, KCTCS. Problems that arise under any aspect of performance should first be resolved between the KCTCS Contract Owner/Subject Matter Expert and the Offeror. If such problems and/or disagreements cannot be so resolved they should be referred to the Director/Manager of Procurement to Payment Services, KCTCS for settlement by either party in writing.

45. SUBCONTRACTING

No part of the operation may be subcontracted without prior approval of Kentucky Community and Technical College System, KCTCS Procurement to Payment Services, or unless approved prior to the award of the contract.

46. CONTRACT ASSIGNMENT

The Offeror is prohibited from assigning, transferring or subletting the contract or its rights, title or interest or its power to execute the contract to any other person, company or corporation without written approval of KCTCS Procurement to Payment Services. In the event of a change in company ownership, KCTCS reserves the right to re-advertise the contract.

47. PERSONAL INFORMATION SECURITY

To the extent Offeror receives Personal Information as defined by and in accordance with Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, 61.932 and 61.933 (the "Act"), Offeror shall secure and protect the Personal Information by, without limitation: (i) complying with all requirements applicable to non-affiliated third parties set forth in the Act; (ii) utilizing security and breach investigation procedures that are appropriate to the nature of the Personal Information disclosed, at least as stringent as KCTCS' and reasonably designed to protect the Personal Information from unauthorized access, use, modification, disclosure, manipulation, or destruction; (iii) notifying KCTCS of a security breach relating to Personal Information in the possession of Offeror or its agents or subcontractors within seventy-two (72) hours of discovery of an actual or suspected breach unless the exception set forth in KRS 61.932(2)(b)2 applies and Offeror abides by the requirements set forth in that exception; (iv) cooperating with KCTCS in complying with the response, mitigation, correction, investigation, and notification requirements of the Act, (v) paying all costs of notification, investigation and mitigation in the event of a security breach of Personal Information suffered by Offeror; and (vi) at KCTCS' discretion and direction, handling all administrative functions associated with notification, investigation and mitigation.

48. ACCESS TO RECORDS

The Contractor, as defined in KRS 45A.030 (9) agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this contract for the purpose of financial audit or program review. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the contract and shall be exempt from disclosure as provided in KRS 61.878(1)(c). The contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884.

49. PUBLIC INFORMATION

KCTCS is a governmental entity subject to disclosure obligations under KRS 61.870 through 61.884 or successor legislation. Information clearly marked "confidential" under this agreement shall be treated as information identified by the Offeror as confidential, trade secret, commercially sensitive information and shall not be disclosed except as provided by law.

50. DISCLOSURE OF OFFEROR'S RESPONSE

The RFP specifies the format, required information and general content of proposals submitted in response to this RFP. KCTCS will not disclose any portions of the proposals prior to contract award to anyone outside of KCTCS Procurement to Payment Services, KCTCS Administrative staff, representatives of the State of Kentucky or Federal Government (if required) and the members of the committee evaluating the proposals. After a contract is awarded in whole or part, KCTCS shall have the right to duplicate, use or disclose all proposal data submitted by Offerors in response to this RFP as a matter of public record.

Any submitted proposal shall remain valid twelve (12) months after the proposal due date.

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

51. GENERAL TERMS & CONDITIONS SOLICITATIONS & CONTRACTS

The General Conditions and Instructions for Solicitations and Contracts, hereby incorporated by reference, shall be an integral part of this solicitation and resulting contract. The General Terms and Conditions are not repeated in each Solicitation. Therefore, it is the bidder's responsibility to access the General Terms and Conditions at the KCTCS Website: <https://systemoffice.kctcs.edu/suppliers/index.aspx>, or request a copy by contacting the Purchasing Officer listed in this RFP. By submitting a proposal to KCTCS an offeror agrees to these conditions and to comply with the information and instructions contained herein.

52. ADA COMPLIANCE

When applicable (e.g. webpages) the Offeror’s products and services will be in compliance with current Americans with Disability Act (ADA) requirements including the applicable current ADA Standards for Acceptable Design, Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), Section 255 of the Communications Act, as amended and applicable regs.

53. CYBER SECURITY

Offeror shall use commercially reasonable efforts (i) to keep its systems and networks secure (including, but not limited to its e-mail systems) and (ii) to prevent any hacking or data breaches thereof, or other activities that may compromise its systems or networks. Within two (2) business days of the date Offeror discovers or reasonably should have discovered that any of its systems and/or networks have been hacked, breached, or otherwise compromised, Offeror will (a) send KCTCS a written report via e-mail, describing the nature of such activities to permit KCTCS an opportunity to take any necessary preventive measures and (b) use commercially reasonable efforts to respond to the activities on an urgent basis to reduce, stop, or prevent any impact to KCTCS. KCTCS will not be liable for the activities of any third party who hacks, breaches, or compromises Offeror’s systems and/or networks, and Offeror understands and agrees that if KCTCS makes an errant payment due to the hacking, breach, or compromised system or network, KCTCS will not be required to re-issue the payment.

54. BUSINESS CLASSIFICATION

This section is for informational purposes. Select all that apply (does not apply to publicly traded entities).

<input type="radio"/> Minority Business Enterprise/MBE (please choose one sub-classification at right): <i>Defined as a business at least 51% owned by one or more African-Americans, Hispanics, Native Americans, Asian Pacific Americans, Asian Indian Americans, and other groups as defined by Federal law.</i>	<input type="radio"/> <i>Hispanic-American</i>	<input type="radio"/> <i>African-American</i>
	<input type="radio"/> <i>Asian-American</i>	<input type="radio"/> <i>American Indian</i>
	<input type="radio"/> <i>Other (explain):</i>	

<input type="radio"/> Women-Owned Business Enterprise/WBE <i>Defined as a business at least 51% owned by one or more women.</i>	<input type="radio"/> Disadvantaged Business Enterprise/DBE <i>Defined as a business at least 51% owned by at least one differ- ently- abled, socially, or economically disadvantaged individual as defined by Federal law.</i>
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<input type="radio"/>	Veteran Owned Business/VOB <i>Defined as a business at least 51% owned and operated by a service veteran.</i>	<input type="radio"/>	Disadvantaged Veteran Owned Business/DVOB <i>Defined as a business at least 51% owned and operated by a service veteran with a service-related disability of at least 10 percent.</i>
<input type="radio"/>	None of the Above	<input type="radio"/>	Other (Explain):

55. SUPPLIER REGISTRATION

If applicable and upon award, the **AWARDED OFFEROR** must register and/or update their information through the KCTCS Supplier Registration Portal so we may obtain your full contact information for ordering and payment.