



REQUEST FOR PROPOSAL

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

PROPOSAL NO.:	RFP-0322
Issue Date:	10/25/2024
Issuing Officer:	Bekka Korosec
Email:	Bekka.Korosec@kctcs.edu
Schedule Name:	Incident Response Plan
IMPORTANT: PROPOSALS MUST BE RECEIVED BY November 6, 2024, 4:00 pm EST. (Per Section 7)	

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 (KCTCS) issues this Request for Proposal to solicit proposals for qualified, experienced, financially sound, and responsible firms to perform the services in accordance with the technical specifications included herein.

3. **SCOPE**

KCTCS is seeking proposals from qualified full-service marketing agencies to partner with KCTCS in providing review, assessment, and recommendations to KCTCS' Incident Response Plan.

Requested services should include (but may not be limited to):

- Provide incident response and incident handling review and assessment of KCTCS' existing IRP.
- Gather information on IRP planning.
- Provide recommendations on how to improve the existing IRP to align with industry best practices.

4. **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.

5. **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., additional services may be added to the contract. KCTCS reserves the right to remove services to the contract if it is in the best interest of KCTCS to do so. Any contract changes will be incorporated as a written modification to the contract by the KCTCS procurement to payment department.

6. **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.

7. **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-0320.
<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 **November 6, 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, KY 40383. Mail submissions must be received by KCTCS personnel by **November 6, 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, KY 40383. Hand delivered submissions must be received by KCTCS personnel by **November 6, 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.

8. SCHEDULE OF EVENTS

Issue date for RFP	<u>10/25/25</u>
Deadline for Written Questions (Section 19)	<u>10/29/25</u>
RFP Due Date	<u>11/6/25</u>
Offeror Presentations (Section 9)	*To be Scheduled if needed.

If an oral interview session is scheduled, it will be held via Microsoft Team invitation from KCTCS. Virtual oral presentations will be recorded for reference by KCTCS.

9. 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.

10. 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 or conduct an audit 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.

11. 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 accurate invoice with acceptable documentation of completed work.

12. MULTIPLE PROPOSAL SUBMISSIONS

Unless otherwise specified, Offerors are to only submit one (1) version of the RFP response based on the criteria outlined within the 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.

13. 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.

14. 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.

15. 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 scoring 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.
- Each Proposal(s) should be kept to a **maximum of 25 pages** not including the following required pages:
 - Signature Page (Page 1)
 - Business Classification (section 49)
 - Any associated addendum issued during the solicitation process.
 - References (section B in the below criteria)
 - Fees Worksheet (section G in the below criteria)

For a proposal to be considered complete, it should consist of the following:

- A. Overview and Experience – 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. References may be checked but will not be scored. 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 section two (2) “Statement of Intent and Purpose” of this RFP.
 - Include examples/exhibits of any reporting that would be available.
- 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 opportunities for KCTCS personnel as well as requirements of KCTCS personnel to complete implementation.
- 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 required 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 interest raised initially and/or during the life of any contract awarded.

G. Fees – submitted on **Financial Cost Worksheet (Separate Attachment)**, please include the following:

- Provide cost of any 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.

NOTE: All information must be included in full proposal for evaluation. Required pages such as signature page (Page 1), business classification (section 49), and any associated addendum issued during the solicitation process will not be counted in the total page count of 50-page limit requested.

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.

16. COST OF PREPARING PROPOSAL

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

17. 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.

18. 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 section 17.

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.

19. QUESTIONS

All questions should be submitted in **writing** via email to the contact listed below, no later than **October 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 the above date and time.

Bekka Korosec
bekka.korosec@kctcs.edu

Proposals will not be accepted via fax or email. Please refer to section 7 for submission requirements.

20. RESTRICTIONS OF COMMUNICATIONS IN REGARD TO THIS RFP

From the issue date of this RFP until a contract award is made, Offerors are 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.

21. TERM OF CONTRACT

The personal service contract resulting from this RFP will be written for the services included as described in this RFP. All personal service contracts are subject to review by the Legislative Research Commission Government Contract Review Committee. Personal Service Contracts are mandated to not exceed the Biennium in which they are established. The current Biennium ends on June 30, 2026. By mutual written agreement between KCTCS and awarded provider, the contract may be extended. The initial term and/or renewal terms may be revised upon the sole discretion of KCTCS.

The effective date of the contract (awarded) is anticipated to be **November 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.

22. 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.

23. 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.

24. 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>

25. 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. KCTCS shall conduct a comprehensive, fair, and impartial evaluation of all proposals received per the instructions of this RFP. KCTCS may reject any proposal that is incomplete or in which there are significant inconsistencies or inaccuracies. KCTCS reserves the right to reject any and all proposals.

Please prepare your proposal addressing each of the criteria listed in section 15 of this RFP. Proposals will be evaluated using a scoring method to ascertain which proposal best meets the needs of KCTCS. The evaluations will be based on:

Technical Criterial – Maximum of 400 points. The combined technical score is the combined total points of all scored criteria in the technical proposal portion of an evaluation.

Criteria	Maximum Points Possible
Overview and Experience <ul style="list-style-type: none"> ▪ Section 15.A 	100 points
Proposed Solution and Services <ul style="list-style-type: none"> ▪ Section 15.C 	100 points
Implementation Plan <ul style="list-style-type: none"> ▪ Section 15.D 	100 points
Staffing <ul style="list-style-type: none"> ▪ Section 15.E 	75 points
Additional Information: Location of offices in US; lawsuits and litigations; evidence of errors and omissions insurance; conflicts of interest. <ul style="list-style-type: none"> ▪ Section 15.F 	25 points

Cost Evaluation	Maximum Points Possible
Fees – must be submitted in a separate document apart from the technical proposal criteria. <ul style="list-style-type: none"> ▪ Section 15.G 	200 points

Criteria	Maximum Points Possible
KCTCS reserves the right to require Oral Presentations as part of this RFP process in order to verify or expand upon the proposals submitted. Promises and commitments made by Offerors during oral presentations will be considered part of the Offeror's proposal.	100 points

<p>If required, may choose to invite the top 3 highest scored suppliers for oral presentations. Scheduling will be at the discretion of KCTCS. KCTCS reserves the right to not require oral presentations.</p>	
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26. 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.

27. 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.

28. 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.

29. 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.

KCTCS reserves the right to request successful Offeror to register with the Kentucky Secretary of State prior to conducting business on any resulting contract. Failure to register with the Kentucky Secretary of State or Offerors in bad standing at renewal time may result in cancelation of contract(s).

30. KENTUCKY RECIPORCAL 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.

31. 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.

32. 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

33. 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.

34. 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.

35. 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.

36. 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.

37. 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.

38. 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.

39. 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.

40. 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.

41. 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.

42. 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.

43. 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.

44. 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.

45. 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.

46. 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.

47. 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.

48. 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.

49. 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 socially or economically disadvantaged individual as defined by Federal law.</i>
<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):

50. 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.