



## REQUEST FOR SPONSORSHIP

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

PROPOSAL NO.:	SPO-0100
Issue Date:	<b>01/22/2025</b>
Issuing Officer:	Bekka Korosec
Email:	<a href="mailto:Bekka.Korosec@kctcs.edu">Bekka.Korosec@kctcs.edu</a>
Schedule Name:	Marketing Peer Team Conference Sponsorship
<b>IMPORTANT: PROPOSALS MUST BE RECEIVED BY February 3, 2025, 4:00 pm EST. (Per Section 4)</b>	

1. It is the intention of the Request for Sponsorship (RFS) 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 successful 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. Sponsorships resulting from this RFS 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 sponsorship awarded.

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

**All solicitations and sponsorships 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 PROPOSAL 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 Sponsorship 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 sponsorship 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 sponsorship. Failure to comply with this statute may be grounds for KCTCS' cancellation of the resulting contract and the contractor's disqualification from eligibility for future KCTCS contracts for a period of two (2) years.

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.

**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.

**1. STATEMENT OF INTENT AND PURPOSE**

Pursuant to KRS 45A.097 the Kentucky Community and Technical College System (KCTCS) hereby announces this Request for Sponsorship KCTCS. The purpose of this document is to solicit proposal responses from one or more individuals or firms to assist in presenting the 2025 KCTCS Marketing Peer Team Retreat to be held in person on February 26-27, 2025 (hereinafter the "Event").

**2. SCOPE**

The Kentucky Community & Technical College System (KCTCS) marketing department shall host this Event for the marketing team attendees from all 16 colleges and System Office. This important gathering will take place at Elizabethtown Community & Technical College on February 26, beginning at 10 a.m. EST, and conclude on February 27 circa 1 p.m. EST. This Event may include a variety of informative panel sessions, speaker addresses, exhibits, workshops, and more. This Sponsorship is limited to a maximum of five (5) sponsors. This is one (1) sponsor for each opportunity listed below.

## Event Focus:

- Professional development.
- Strategic planning for FY 2026 marketing initiatives.
- Team building.
- Collaboration to strengthen the impact of our colleges across the Commonwealth of Kentucky.

## Sponsorship Recognition:

- Acknowledgement of individual or firm on through specific benefits listed below:
  - Lunch sponsor - \$1,500
    - Exhibitor space
      - 1 Table and 2 chair will be provided
      - Wifi and electric can be requested
    - Opportunity to introduce your company to attendees at retreat
    - Opportunity to provide a takeaway or treat at each table
    - Maximum of two (2) attendees.
    - Successful Offeror may attend the Lunch with the Event attendees.
  - Dinner Sponsor \$2,500
    - Providing dinner, not to exceed \$50/person, on 2/26 to the marketing directors for all 16 KCTCS colleges, and system office employees
    - Opportunity to join the group for dinner
    - Opportunity to present a breakout or short-take session at the retreat (topic to be approved by conference planning committee)
    - Exhibitor space
      - 1 Table and 2 chair will be provided
      - Wifi and electric can be requested
    - Opportunity to place a company banner or other prominent signage
    - Maximum of two (2) attendees.
    - Successful Offeror may attend the Dinner with the Event attendees.
  - Breakfast sponsor - \$1,000
    - Exhibitor space
      - 1 Table and 2 chair will be provided
      - Wifi and electric can be requested

- Opportunity to provide a takeaway or treat at each table
- Opportunity to place a company banner or other prominent signage
- Maximum of two (2) attendees.
- Successful Offeror may attend the Breakfast with the Event attendees.
- Snack sponsor 2/27 - \$1,000
  - Opportunity to place a company banner at the break location
  - Exhibitor space
    - 1 Table and 2 chair will be provided
    - Wifi and electric can be requested
  - Opportunity to provide a takeaway or treat at each table
  - Maximum of two (2) attendees.
- Speaker sponsor - \$1,500
  - Exhibitor space
    - 1 Table and 2 chair will be provided
    - Wifi and electric can be requested
  - Opportunity to introduce your company to attendees at retreat
  - Opportunity to provide a takeaway or treat at each table
  - Maximum of two (2) attendees.

KCTCS' award of Sponsorship shall not constitute an endorsement of any particular business by KCTCS as the sole vendor choice. Awarded Offeror's shall not claim to be an "official sponsor" due to governmental regulations prohibiting such verbiage or endorsement by KCTCS or the Commonwealth of Kentucky.

### 3. 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 sponsorship award derived from the terms of this Request for Sponsorship to any person or any public or private organization without prior approval of KCTCS.

### 4. SUBMISSION OF OFFER

Interested parties shall reply with a written proposal that indicates their interest in this opportunity. Potential sponsors desiring to respond to this Request for Sponsorship should submit in the following manner:

By Electronic Submission: **Upload Proposal packet to Bid Locker**

Offerors can complete this RFS 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 Sponsorship SPO-0100.  
<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 **February 3, 2025 @ 4:00 pm EST**. No exceptions will be made for delayed submissions including technology issues.

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

### 5. SCHEDULE OF EVENTS

Issue Date for RFS	<u>01/22/25</u>
Written Question Deadline	<u>01/24/25 @ 4:00pm EST</u>
RFS Due Date	<u>02/03/25 @ 4:00pm EST</u>

KCTCS reserves the right to cancel, re-issue, or change the RFS, and to obtain the services by any other measures within applicable law. KCTCS reserves the right to require verification or clarification of data and information presented in the Offeror's proposal after submission deadline.

#### **6. OFFEROR QUALIFICATIONS**

KCTCS will consider proposals from qualified outside Offerors who are capable of meeting the terms and conditions stated herein. The offeror must adhere to all applicable provisions of KRS or any other applicable provisions of Kentucky law.

#### **7. GENERAL**

The resulting sponsorship between KCTCS and the Offeror shall consist of (1) the Request for Sponsorship (RFS) and (2) the Offeror's proposal submitted in response to the RFS. 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 RFS 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 RFS or the Offeror's proposal. In all other matters not affected by the written clarification, if any, the RFS shall govern. KCTCS reserves the right to award multiple sponsorships from this RFS, at the sole discretion of KCTCS.

#### **8. MULTIPLE PROPOSAL SUBMISSIONS**

Unless otherwise specified, Offerors are to only submit one (1) version of the RFS response based on the criteria outlined within the RFS. Not complying with this requirement will result in rejection of all Offeror submissions.

#### **9. ENTIRE AGREEMENT**

The resulting sponsorship 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 agreement between the contractual parties will be prepared by KCTCS and will become a permanent part of the sponsorship file. Except as otherwise provided in this document, a question or act arising from the award of sponsorship, which is not disposed of by mutual agreement, shall be decided by KCTCS, VP of Administrative Services. Pending final determination of any dispute herein, the awarded Sponsor shall proceed diligently with the performance of the sponsorship award and in accordance with KCTCS. This section does not preclude consideration of legal questions in connection with the decision provided for, provided that nothing in the award shall be construed as making final the decision on any administrative, representative, or board on a question of law.

#### **10. CANCELLATION**

- Any Sponsor determined in writing by the procurement officer to be in breach of any of the terms and conditions of the resulting sponsorship with KCTCS shall be declared in fault and the sponsorship may be terminated.
- Termination for Default:
  - Sponsor's failure to perform its contractual duties.
  - Failure to cure default at request of KCTCS within a specified period of time.
  - Late payment or non-payment of sponsorship.
  - Notice of sponsor filing bankruptcy.
  - Actions that endanger the health, safety, or welfare of the Commonwealth or its citizens.
- Termination for Convenience:
  - If determined to be in the best interest of KCTCS with a thirty (30) day written notice of termination provided to Sponsor.

#### **11. PREPARATION OF PROPOSALS**

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

Offeror will furnish the information required by this RFS. The Offeror will sign the RFS (page 1) and print or type name, firm, address, and all other requested information. An offer signed by an agent is to be done so only by an authorized representative of the submitting firm. Signature on this RFS is legally binding. By signing the RFS, the signer certifies 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 RFS. Emphasis should be on completeness and clarity of content. Any proposal containing terms and conditions not in conformity with Kentucky law may be rejected.

Offeror shall include with their presentation all accompanying required documentation. KCTCS reserves the right to reject any proposal based on this documentation, in the event it is incomplete or directly conflicts or is non-conforming with the laws of the Commonwealth of Kentucky and/or KCTCS Policies and Business Procedures.

## 12. **PROPOSAL INSTRUCTIONS**

Offerors should follow proposal instructions below:

- Proposals must address each of the requirements noted in this section to be considered for sponsorship 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 requirements.
- The submitted proposal should be submitted as one file unless otherwise requested within the criteria of this RFS.
- Electronic files (submitted through Bid Locker) 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 10 pages** not including the following required pages:
  - Signature Page (Page 1)
  - Business Classification (section 41)
  - Any associated addendum issued during the solicitation process.

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

- A. Select and identify in writing ONE (1) of the sponsorship levels offered in Section 2 of this RFS.
- B. Overview and Experience in the Industry – Provide a general overview of the Offeror's organization and experience as it relates to providing relevant industry services including but not limited to marketing, recruitment, or enrollment services. Include a narrative history of the organization and explain the added value that your organization provides and distinguishes it from all others. How does your organization serve community colleges or higher education in general?
- C. Alignment – Describe how your organization aligns with the goals and values of KCTCS. Indicate your organization's support of education, inclusion, and access. Demonstrate your commitment to institutions of higher education.
- D. Sponsorship Benefits – Provide what significant benefits your organization would provide to the attendees of this Event. This could be relevance, workshops, training sessions, or resources directly applicable to marketing, recruitment, and enrollment.

**NOTE:** All information must be included in full proposal for evaluation. Required pages such as signature page (Page 1), business classification (section 41), and any associated addendum issued during the solicitation process will not be counted in the total page count of 10-page limit requested.

### **13. COST OF PREPARING PROPOSAL**

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

### **14. ADDENDUMS & EXPLANATIONS**

Any explanation desired by an Offeror regarding the meaning or interpretation of the solicitation, specifications, etc., must be requested in writing by the question period deadline listed herein to allow sufficient time for a reply to be published back to 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 addendum 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.

Unless it is demonstrated that an adequate response cannot be developed with the data provided in this RFS, KCTCS will not provide additional data based on request from individual respondents. Proposals should be based on the data contained in this RFS. If KCTCS decides to distribute additional information, it will be distributed to all offerors in accordance with public posting on the KCTCS Opportunities to Bid site: [Opportunities to Bid | KCTCS](#).

In the event it is necessary to revise any part of the Request for Sponsorship after initial publishing, the revision will be communicated on the KCTCS Opportunities to Bid site. No Offeror should assume a direct communication of such documentation. Receipt of an addendum to a solicitation by an Offeror must be acknowledged by signing and returning the addendum prior to the award of Sponsorship.

Any addendum issued by KCTCS Procurement to Payment Services shall be incorporated in the Request for Sponsorship. No instructions or changes shall be binding unless documented by a proper and duly issued Addendum.

### **15. QUESTIONS**

All questions should be submitted in **writing** via email to the contact listed below, no later than **January 24, 2025, 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 RFS will not be accepted after the above date and time.

Bekka Korosec  
[bekka.korosec@kctcs.edu](mailto:bekka.korosec@kctcs.edu)

**Proposals will not be accepted via fax, email, mail, or in person. Please refer to section 4 for submission requirements.**

### **16. RESTRICTIONS OF COMMUNICATIONS IN REGARD TO THIS RFS**

From the issue date of this RFS until award is made, Offerors are forbidden to communicate about the subject of the RFS 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.

### **17. METHOD OF AWARD**

KCTCS may award one or more sponsorships 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 responsiveness of the requested criteria to KCTCS will be considered for award of a sponsorship. An

award of a sponsorship shall be made by KCTCS to the Offeror who offers the best proposal based upon evaluation methods contained herein. All conditions printed herein are hereby made a part of the conditions under which any Proposal is submitted and shall become part of any resulting award from that Proposal.

#### 18. **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>

#### 19. **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 RFS. 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 not in the best interest of KCTCS pursuant to KRS 45A.105.

Please prepare your proposal addressing each of the criteria listed in section 12 of this RFS. 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 100 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
Responsiveness to Solicitation <ul style="list-style-type: none"> <li>▪ Conciseness/Clarity of Proposal in accordance with RFS request and requirements.</li> </ul>	10 points
Relevance to Community College Marketing/Recruitment Industry <ul style="list-style-type: none"> <li>▪ Section 12.B</li> </ul>	50 points
Alignment with KCTCS Goals & Values <ul style="list-style-type: none"> <li>▪ Section 12.C</li> </ul>	20 points
Sponsorship Benefits Offered <ul style="list-style-type: none"> <li>▪ Section 12.D</li> </ul>	20 points

Criteria	Maximum Points Possible
KCTCS reserves the right to require Oral Presentations as part of this RFS 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.	10 points
If required, KCTCS may choose to invite the top 3 highest scored Offerors for oral presentations. Scheduling will be at the discretion of KCTCS. KCTCS reserves the right to not require oral presentations.	



<p>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.</p>	
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## **20. REJECTION OF PROPOSALS**

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, defects, technicalities or minor irregularities in any proposal, as deemed to be in the best interest of KCTCS. 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 sponsorship awarded on the basis of such solicitation.
- Failure of the Offeror to sign and/or submit 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 RFS and having no or a trivial or negligible effect on sponsorships being requested, 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.

## **21. 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 sponsorship, whether by negligence or otherwise.

## **22. GOVERNING LAW**

Pursuant to KRS 45A.245, the sponsorship agreement shall be construed according to the laws of the Commonwealth of Kentucky. Any legal proceedings against KCTCS regarding this RFS or any resultant contract shall be brought in Commonwealth of Kentucky administrative or judicial forums.

## **23. 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 Sponsorship. 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 sponsorship. Failure to register with the Kentucky Secretary of State or Offerors in bad standing may result in cancelation of sponsorship(s) and/or award.

## **24. 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.

## **25. INTELLECTUAL PROPERTY**

Ownership of the intellectual property generated for KCTCS by any sponsorship 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 sponsorship without additional charge for royalties to the Offeror. Any intellectual or commercial property rights created or obtained through performance of a sponsorship 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 sponsorship for any purpose.

## **26. PAYMENT**

The selected Sponsors shall provide payment within thirty (30) days of KCTCS's notification of the sponsorship award. The 30-day timeframe shall begin on the date indicated on KCTCS' written notification of award. KCTCS does not guarantee any benefit or consideration associated with Sponsor's chosen sponsorship package if it fails to receive full payment within 30 days of notice of the sponsorship award.

## **27. EMPLOYMENT PRACTICES**

The Sponsor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age (except as provided by law), marital status, political affiliations, or handicap. The Sponsor must take affirmative action to ensure that employees, as well as applicants for employment, are treated without discrimination because of their race, color, religion, sex, national origin, age, (except as provided by law), marital status, political affiliation, or handicap. Such action shall include, but is not limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Sponsor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this clause.

The Sponsor shall, in all solicitations or advertisements for employees placed by or on behalf of the Sponsor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, (except as provided by law), marital status, political affiliation, or handicap, except where it relates to a bona fide occupational qualification.

The Sponsor shall comply with the nondiscrimination clause contained in Federal Executive Order 11246, as amended by Federal Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex, or national origin, and the implementation rules and regulations prescribed by the Secretary of Labor and with Title 41, Code of Federal Regulations. The Sponsor shall comply with related Commonwealth laws and regulations.

The Sponsor shall comply with regulations issued by the Secretary of Labor of the United States in Title 20, Code of Federal Regulations, Part 741, pursuant to the provisions of Executive Order 11758 and the Federal Rehabilitation Act of 1973.

The Sponsor shall comply with the Civil Rights Act of 1964, and any amendments thereto, and the rules and regulations thereunder, and Section 504 of Title V of the Vocational Rehabilitation Act of 1973 as amended and the Kentucky Civil Rights Act.

**28. 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 RFS and the sponsorship, 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.

**29. RIGHT TO REQUEST ADDITIONAL INFORMATION**

Prior to an award, KCTCS must be assured that the selected Offeror has all of the resources to successfully perform under the sponsorship. If, during the evaluation process, KCTCS is unable to assure itself of the Offeror's ability to perform, if awarded, KCTCS has the option of requesting from the Offeror any information deemed necessary to determine the Offeror's responsibility.

**30. 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 may 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.

**31. NONCONTINGENT FEES**

No person or selling agency shall be employed or retained or given anything of monetary value to solicit or secure the resulting sponsorship, 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 sponsorship without liability, or, at its discretion, 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.

**32. 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.

**33. 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.

**34. 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.

**35. 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.

**36. 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.

**37. DISCLOSURE OF OFFEROR'S RESPONSE**

The RFS specifies the format, required information and general content of proposals submitted in response to this RFS. 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 RFS 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 RFS. Selection or rejection of this proposal will not affect this right.

**38. 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 RFS. By submitting a proposal to KCTCS an offeror agrees to these conditions and to comply with the information and instructions contained herein.

**39. 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.

**40. 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.

#### 41. **BUSINESS CLASSIFICATION**

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

<input type="radio"/> <b>Minority Business Enterprise/MBE</b> (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"/> <b>Women-Owned Business Enterprise/WBE</b> <i>Defined as a business at least 51% owned by one or more women.</i>	<input type="radio"/> <b>Disadvantaged Business Enterprise/DBE</b> <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"/> <b>Veteran Owned Business/VOB</b> <i>Defined as a business at least 51% owned and operated by a service veteran.</i>	<input type="radio"/> <b>Disadvantaged Veteran Owned Business/DVOB</b> <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"/> <b>None of the Above</b>	<input type="radio"/> <b>Other (Explain):</b>	

#### 42. **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.