



KENTUCKY
COMMUNITY & TECHNICAL
COLLEGE SYSTEM

REQUEST FOR SPONSORSHIP

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

REQUEST NO.:	SPO-0102
Issue Date:	01/26/2026
Issuing Officer:	Bekka Korosec
Email:	Bekka.Korosec@kctcs.edu
Schedule Name:	KCTCS 2026 Annual Conference Sponsorship
IMPORTANT: RESPONSES MUST BE RECEIVED BY March 3, 2026, 4:00 pm EST. (Per Section 3)	

1. It is the intention of the Request for Sponsorship (RFS) to enter competitive negotiation as authorized by KRS 45A.085.
2. Documentation for competitive negotiation shall not be subject to public inspection until negotiations between the purchasing agency and all Suppliers have been concluded and an award to the successful Supplier submitting the response determined in writing to be advantageous to the KCTCS and the factors set forth in the advertisement and solicitations for responses considered.
3. An award of contract may be made upon the basis of the initial written responses 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 amendments or modifications after the response receiving date.
6. The contents of the successful response 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 response cannot be considered valid unless signed and dated by an authorized agent of the Supplier. Type or print the signatory's name, title, address, phone number and email address in the spaces provided.

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 suppliers or prospective suppliers 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 RESPONSE 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 supplier (if the supplier is an individual), a partner, (if the supplier is a partnership), or an officer or employee of the responding corporation having authority to sign on its behalf (if the supplier is a corporation);
2. That the attached response has been arrived at by the supplier independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other supplier 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 response have not been communicated by the supplier or its employees or agents to any person not an employee or agent of the supplier or its surety on any bond furnished with the response and will not be communicated to any such person prior to the official opening of the response;
4. That the supplier 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.

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

The supplier by signing and submitting a response 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 supplier 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 supplier, by submitting a response, 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, non-credit programs, customized business and industry training, professional continuing education, and personal enrichment opportunities.

2. **STATEMENT OF INTENT AND PURPOSE**

Pursuant to KRS 45A.097 the Kentucky Community and Technical College System (KCTCS) hereby announces this Request for Sponsorship of KCTCS. The purpose of this document is to solicit responses from one or more individuals or firms to assist in sponsorship of the 2026 KCTCS Annual Conference per the scope contained in this solicitation (hereinafter the “Event”).

3. **SCOPE**

May 19–21, 2026 | Lexington, KY

In-Person + Virtual Hybrid Event

The Kentucky Community & Technical College System (KCTCS) invites organizations to participate as sponsors of the Event, held May 19–21, 2026, in Lexington, Kentucky, at Bluegrass Community & Technical College.

This three-day, systemwide event draws 250+ in-person attendees and more virtually, including presidents, vice presidents, faculty, staff, directors, and statewide decision-makers from all 16 KCTCS colleges and the System Office. As one of the largest professional development gatherings within KCTCS, the Event offers businesses, suppliers, and strategic partners a high-impact opportunity to showcase their brand, build relationships, and connect with Kentucky’s most expansive higher education network.

Attendees will engage in:

- Dynamic keynote presentations
- Technology, AI, and workforce development sessions
- Leadership and mental health tracks
- Student success and retention-focused discussions
- Awards ceremonies recognizing excellence across the Commonwealth
- Collaborative roundtables
- An evening networking reception

In alignment with KCTCS’ commitment to fiscal stewardship and maximizing state-funded resources, sponsorships help support the costs of meals, keynote speakers, event materials, and Event programming.

Sponsorship Structure

Tier 1 – Gold Sponsor – \$5,000

Includes:

- Logo featured on Event promotional materials
- Verbal recognition during general sessions
- Supplier table with admission for up to **two (2)** representatives for supplier fair
- Meals included for sponsor representatives
- Tickets for up to **two (2)** representatives to the evening Event

Tier 2 – Silver Sponsor – \$2,500

Includes:

- Logo featured on Event promotional materials
- Verbal recognition during general sessions
- Supplier table with admission for up to **two (2)** representatives for supplier fair

- Meals included for sponsor representatives

Tier 3 – Bronze – \$1,000

Includes:

- Logo featured on Event promotional materials
- Verbal recognition during general sessions
- Supplier table with admission for up to **two (2)** representatives for supplier fair

Tier 4 – Copper – \$500

Includes:

- Logo featured on Event promotional materials
- Verbal recognition during general sessions

Important Notes

KCTCS' awarding of sponsorship does not constitute an endorsement of any supplier or firm. Sponsors may not claim to be an "official sponsor" or imply exclusive partnership due to governmental regulations prohibiting such language.

4. SUBMISSION OF RESPONSE

Interested parties shall reply with a response 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 a completed copy of this Request for Sponsorship to Bid Locker.**

Suppliers 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 response with all signatures and required pages included.**
 - Click on the following link and then click on the Request for Sponsorship SPO-0102.
<https://bidlocker.us/a/kctcs/BidLocker>
- **NOTE: Do not embed links to documents. Do not send files via drop box or shared links for downloading.**
- All responses must be electronically submitted via Bid Locker platform by **March 3, 2026 @ 4:00 pm EST**. No exceptions will be made for delayed submissions including technology issues.

Any response 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-conference is planned.

5. SCHEDULE OF EVENTS

Issue Date for RFS	01/26/26
Written Question Deadline	02/03/26 @ 4:00pm EST
RFS Due Date	03/03/26 @ 4:00pm EST

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 Supplier's response after submission deadline.

6. SPONSORSHIP QUALIFICATIONS

KCTCS will consider responses from qualified Suppliers who are capable of meeting the terms and conditions stated herein. The supplier 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 Supplier shall consist of the completed Request for Sponsorship (RFS). The provisions and requirements set forth and/or referenced in the RFS shall govern any resulting award. KCTCS reserves the right to clarify any contractual relationship in writing with the concurrence of the Supplier, and such written clarification shall govern in case of conflict with any applicable requirements stated in the RFS or agreement. In all other matters not affected by the written clarification, if any, the RFS shall govern. KCTCS plans to award multiple sponsorships from this RFS, at the sole discretion of KCTCS.

KCTCS expects to provide awards in **FEBRUARY** 2026.

8. MULTIPLE SPONSORSHIP SUBMISSIONS

Unless otherwise specified, Suppliers are to only submit one (1) version of the RFS response based on the criteria outlined within this solicitation. Not complying with this requirement may result in rejection of all Supplier 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 RESPONSE

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

Supplier will furnish the information required by this RFS. The Supplier will sign the RFS (page 1) and print or type name, firm, address, and all other requested information. A response 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 response is made without collusion with any other person, persons, company or parties submitting a response; 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 supplier.

The response should be prepared simply and economically, providing a straightforward concise response to satisfy the requirements of the RFS. Emphasis should be on completeness and clarity of requested information. Any response containing terms and conditions not in conformity with Kentucky law may be rejected.

Supplier shall include with their presentation all accompanying required documentation. KCTCS reserves the right to reject any response 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. SPONSORSHIP INSTRUCTIONS

Suppliers should follow instructions below:

- Responses must address each of the requirements noted in this section to be considered for sponsorship award.
- Any missing information may result in rejection of response/submission due to incomplete information provided.
- The submitted response 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.
- Response should include the following pages:
 - Signed Page 1 – agreement to information contained herein.
 - Completed Section 12; A, B, C.
 - Acknowledgement of any associated addendum issued during the solicitation process in response to questions.

For a response 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.
1. This RFP states for Supplier to choose one (1) sponsorship levels listed below for consideration. Per the RFS Criteria, Suppliers are not allowed to submit more than one response. Please circle one of the following sponsorship levels offered:
 - a) GOLD
 - b) SILVER
 - c) BRONZE
 - d) COPPER
- B. Alignment – Describe how your organization aligns with the goals and values of KCTCS. Indicate your organization's support of education and access.

- C. 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 KCTCS and its mission, vision, and values. <https://kctcs.edu/about/mission-vision-values/index.aspx>

13. COST OF PREPARING RESPONSE

Costs of preparing and submitting a response is solely the responsibility of the Supplier. KCTCS will provide no reimbursement for such costs.

14. ADDENDUMS & EXPLANATIONS

Any explanation desired by a Supplier 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 Suppliers before the submission of their response. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective Supplier concerning the solicitation will be furnished to all prospective Supplier as an addendum of the solicitation if such information is necessary to Suppliers in submitting responses on the solicitation or if the lack of such information would be prejudicial to uninformed suppliers.

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. Responses should be based on the data contained in this RFS. If KCTCS decides to distribute additional information, it will be distributed to all suppliers 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 Supplier should assume a direct communication of such documentation. Receipt of an addendum to a solicitation by a Supplier 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 **February 3, 2026, 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

Responses 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, Suppliers 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. Suppliers may communicate only with KCTCS Procurement Officials.

KCTCS reserves the right to reject the Response from any Supplier violating this provision.

17. METHOD OF AWARD

KCTCS may award one or more sponsorships to the responsive and responsible Supplier whose response, conforming to this solicitation, will be the most advantageous to KCTCS based on the criteria contained herein. Final determination shall be the responsibility of KCTCS. Only those responses 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 Supplier(s) who offers a response based upon requested information contained herein. All conditions printed herein are hereby made a part of the conditions under which any Response is submitted and shall become part of any resulting award from that Response.

18. NOTICE OF AWARD

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

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

19. REJECTION OF RESPONSES

KCTCS reserves the right to reject any and all responses, or any part thereof, or to accept any response or any part thereof, or to waive any informalities, defects, technicalities or minor irregularities in any response, as deemed to be in the best interest of KCTCS. Grounds for the rejection of a response include, but shall not be limited to:

- Failure of a response to conform to the essential requirements of the solicitation.
- A response imposing conditions which would modify the terms and conditions of the solicitation or limit the Supplier's liability to KCTCS on the sponsorship awarded on the basis of such solicitation.
- Failure of the Supplier to sign and/or submit the required documents.
- Any response determined by KCTCS to be unreasonable as to price.
- Responses received that are determined to be from Suppliers who are not qualified.

Technicalities or minor irregularities in a Supplier's response 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 response 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 Suppliers. KCTCS may either give a Supplier an opportunity to cure any deficiency resulting from a technicality or minor irregularity in its response or waive such deficiency where it is advantageous to KCTCS to do so.

20. INDEMNITY

The Supplier 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 Supplier during the term of the sponsorship, whether by negligence or otherwise.

21. 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.

22. AUTHORIZATION TO DO BUSINESS IN KENTUCKY

The supplier 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 supplier 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 awarded suppliers 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 Suppliers in bad standing may result in cancelation of sponsorship(s) and/or award.

23. KENTUCKY RECIPROCAL PREFERENCE LAWS

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

Residency and non-residency shall be defined in accordance with KRS 45A.494 (2) and 45A.494 (3), respectively. Any Supplier claiming Kentucky residency status must submit with its response 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.

24. 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 Supplier. Any intellectual or commercial property rights created or obtained through performance of a sponsorship with KCTCS shall belong to KCTCS. Neither supplier 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 supplier, 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.

25. PAYMENT

The selected Suppliers 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.

26. EMPLOYMENT PRACTICES

The Supplier 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 Supplier 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 Supplier agrees to

post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this clause.

The Supplier shall, in all solicitations or advertisements for employees placed by or on behalf of the Supplier, 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 Supplier 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 Supplier shall comply with related Commonwealth laws and regulations.

The Supplier 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 Supplier 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.

27. 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.

28. RIGHT TO REQUEST ADDITIONAL INFORMATION

Prior to an award, KCTCS must be assured that the responsive Supplier has all of the resources to successfully perform under the sponsorship. If, during the review 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.

29. SUPPLIER TERMS & CONDITIONS

Responses submitted that include any additional Supplier terms or conditions or contain terms and conditions in conflict with the Statutes of the Commonwealth of Kentucky may be rejected. Suppliers should refrain from imposing conditions that would modify the terms and conditions of the solicitation or limit the supplier's liability to KCTCS on the sponsorship awarded on the basis of such Invitation.

30. 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 Supplier or bona fide established commercial or selling agencies maintained by the Supplier for the purpose of securing business. For breach or violation of this provision, KCTCS shall have the right to reject the response or annul a resulting sponsorship without liability.

Firm should disclose any conflict of interest regarding this solicitation. Undisclosed conflict of interest could result in rejection of response.

31. SUBCONTRACTING

No part of the sponsorship 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 sponsorship.

32. SPONSORSHIP ASSIGNMENT

The Supplier is prohibited from assigning, transferring, or subletting the sponsorship or its rights, title or interest or its power to execute the sponsorship 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 reconsider the award.

33. PERSONAL INFORMATION SECURITY

To the extent Supplier 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"), Supplier 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 Supplier 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 Supplier 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 Supplier; and (vi) at KCTCS' discretion and direction, handling all administrative functions associated with notification, investigation and mitigation.

34. ACCESS TO RECORDS

The Supplier, 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 supplier 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.

35. 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 Supplier as confidential, trade secret, commercially sensitive information and shall not be disclosed except as provided by law.

36. DISCLOSURE OF SUPPLIER'S RESPONSE

The RFS specifies the format, required information and general content of submissions in response to this RFS. KCTCS will not disclose any portions of the responses prior to 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 staff reviewing the responses. After an award is made in whole or part, KCTCS shall have the right to duplicate, use or disclose all sponsorship data submitted by Supplier in response to this RFS as a matter of public record.

Any submitted response shall remain three (3) months after the response due date.

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

37. 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 award. The General Terms and Conditions are not repeated in each Solicitation. Therefore, it is the supplier's responsibility to access the General Terms and Conditions at the KCTCS Website: <https://systemoffice.kctcs.edu/suppliers/index.aspx>. By submitting a response to KCTCS, a supplier agrees to these conditions and to comply with the information and instructions contained herein.

38. ADA COMPLIANCE

When applicable (e.g. webpages) the Supplier'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.

39. CYBER SECURITY

Supplier 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 Supplier discovers or reasonably should have discovered that any of its systems and/or networks have been hacked, breached, or otherwise compromised, Supplier 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 Supplier's systems and/or networks.