



## INVITATION TO BID

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

<b>INVITATION NO.:</b>	<b>KCT-01116</b>	<b>RETURN ORIGINAL COPY OF BID TO:</b>
<b>Issue Date:</b>	May 1, 2018	<b>KCTCS PROCUREMENT TO PAYMENT DEPARTMENT 300 NORTH MAIN STREET VERSAILLES, KY 40383</b>
<b>Method of Award:</b>	Best Value	
<b>Procurement Officer:</b>	Joe Mattingly	
<b>Phone:</b>	No Phone Calls	
<b>Bids are invited on the following:</b>	<b>RE-BID KCT-01101 Microsoft Campus Agreement Reseller (Price Contract)</b>	

**IMPORTANT: SEALED BIDS MUST BE RECEIVED BY May 11, 2018 by 4:00 PM Eastern Daylight Time**

1. Sealed Bids for furnishing the following will be received by the Procurement to Payment Services Department, KCTCS, Versailles, Kentucky, until the date and time stated above or in Addenda. *Bid documents must be submitted in a sealed envelope identified with the Invitation to Bid number and the opening/return date on the face of the envelope.* **FACSIMILE BIDS WILL NOT BE ACCEPTED.**
2. Please quote your single best net price on each item, unless a discount from list price is requested, delivered to the address specified, all transportation charges prepaid. Price shall include delivery to the department address shown on this Invitation. Submission of two (2) bids may result in disqualification of both bids.
3. Bids must be firm. Those containing escalator clauses cannot be accepted, unless provided for in Special Conditions. To receive consideration, bids must be made on this form and signed in full. Prices must be based on stated units and extended. Delivery guarantee must be shown. Bids will be rejected unless filled out in ink or on typewriter and signed in ink.
4. The KCTCS Sales Tax Exemption Number is A-20633. Certificate will be provided upon request. Do Not Quote Sales Tax. (...continued on following page.....)

**SIGNATURE REQUIRED: This bid cannot be considered valid unless signed and dated by an authorized agent of the bidder. Type or print the information requested in the spaces provided.**  
**ALL BIDS ARE TO BE "TRANSPORTATION CHARGES PREPAID, F.O.B. DESTINATION"**

**THIS AREA MUST BE COMPLETED**

<b>DELIVERY TIME:</b>	<b>NAME OF COMPANY</b>	<b>PHONE:</b>
<b>BID FIRM THROUGH:</b>	<b>NO. &amp; STREET</b>	<b>FAX:</b>
<b>PAYMENT TERMS: Net 30 days Must Accept PO</b>	<b>CITY, STATE &amp; ZIP CODE</b>	
<b>F.O.B. DESTINATION ALL DELIVERY CHARGES TO BE INCLUDED IN PRICES SHOWN</b>	<b>SIGNATURE</b>	<b>DATE:</b>
<b>Email</b>		
<b>FEDERAL ID NUMBER (EIN):</b>	<b>TYPED OR PRINTED NAME</b>	

In submitting this bid, it is expressly agreed that, upon proper acceptance by Kentucky Community and Technical College System of any or all items bid, a contract shall thereby be created with respect to the items accepted.

**BIDS MAY ALSO BE VIEWED AT OUR WEBSITE: [http://systemoffice.kctcs.edu/Vendor\\_Information](http://systemoffice.kctcs.edu/Vendor_Information).**  
**All bids and contracts are subject to General Terms and Conditions of KCTCS. You may download/print a copy of these from our website or you may request a copy be mailed to you by contacting the Procurement to Payment Services Department at 859-256-3264.**

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 bidder (if the bidder is an individual), a partner, (if the bidder is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the bidder is a corporation);
2. That the attached bid has been arrived at by the bidder 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 Invitation to Bid, designed to limit independent bidding or competition;
3. That the contents of the bid or bids have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid or bids and will not be communicated to any such person prior to the official opening of the bid or bids;
4. That the bidder is legally entitled to enter into contracts with KCTCS and is not in violation of any prohibited conflict of interest, including those prohibited by the provisions of KRS 164.390, 61.096, and 42.990, and;
5. That I have fully informed myself regarding the accuracy of the statement made above.

NOTICE

1. Any agreement or collusion among bidders or prospective bidders which restrains, tends to restrain, or is reasonably calculated to restrain competition by agreement to bid at a fixed price or to refrain from bidding, 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.

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.

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

The offeror by signing and submitting a bid on this invitation 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 KCTCS by the successful supplier prior to the award of a contract.

CERTIFICATION OF NON-SEGREGATED FACILITIES

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

INSTRUCTIONS TO BIDDERS:

Bidder's response on the following items must include full identification of the item(s) proposed, and be accompanied by descriptive literature, etc., to enable the purchaser to evaluate qualifications of the item(s) proposed as equal to those specified. ALL ALTERNATE QUOTATIONS MUST BE ACCOMPANIED BY COMPLETE LITERATURE AND SPECIFICATIONS TO EVALUATE ALTERNATE QUOTE AS EQUAL TO THAT SPECIFIED. FAILURE TO PROVIDE SUFFICIENT INFORMATION WILL BE CAUSE FOR REJECTION OF THE BID.

When a Bidder proposes to furnish the exact item specified, he/she shall cite, beside the item, or use the Mfg. & Model No. Proposed blank that follows the line item as follows:

1. If bidding the manufacturer and model number specified in this Invitation, write in "AS SPECIFIED".
2. If bidding an alternate model, identify by manufacturer's number and model.
3. If bidding a private label model, identify as private label and show stock number.

**ALL BIDS ARE TO BE "TRANSPORTATION CHARGES PREPAID, F.O.B. DESTINATION"**

METHOD OF AWARD

Unless otherwise specified, it is the intent of KCTCS to award this Invitation to Bid on a Best Value basis. In the event no satisfactory bids are received, we reserve the right to award on a group award basis. Separate purchase orders may not be issued unless there is a savings of at least \$100.00 to KCTCS.

<b>Supplier Bid Submission Checklist:</b>	
Supplier is responsible for meeting all bid requirements (including those not listed below):	
YES	NO : Pg. 1 – Invitation to Bid completed & signed
YES	NO : Section XXVI – Supplier did <u>not</u> include their own terms and conditions
YES	NO : Form of Proposal completed
YES	NO : Substitute W-9 completed
YES	NO : Supplier meets all requirements throughout the Invitation to Bid

**Important Dates (subject to change per applicable Addenda):**

May 3, 2018 @ 2:00 PM EST                      Deadline to submit questions. All questions must be emailed to [joe.mattingly@kctcs.edu](mailto:joe.mattingly@kctcs.edu).

May 11, 2018 @ 4:00 PM, EST                      Deadline to submit bids.

**I. SCOPE**

You are invited to Bid to establish a Price Contract for an Authorized Microsoft Reseller for the existing Microsoft Campus Agreement Program for the Kentucky Community and Technical College System (KCTCS). This will also include the Microsoft Select Agreement for Microsoft products not covered by the Campus Agreement and for student purchases.

**RELEVANT INFORMATION**

- KCTCS Faculty Count- Total: 3,597: Full Time: 1,592, Part Time: 2,005
- Quantities for pricing shall cover all KCTCS schools.
- The items and quantities in the bid represent the current usage KCTCS has for Microsoft.
- The successful supplier should be able to provide:
  - o An online access point for KCTCS personnel to view the total amount of licenses KCTCS is actively using.
  - o All Microsoft licensing needs.

**II. ALTERNATES**

**Alternates will not be accepted on this Invitation to Bid.**

**III. METHOD OF AWARD**

Best Value– Ranking Approach

KCTCS intends to award a Contract to the Bidder, whose offer, conforming to the Solicitation, is the most advantageous on the basis of "best value" for all products, services, and requirements contained herein.

An evaluation committee, or a designated individual, will evaluate the information provided by the Supplier in response to the established measurable criteria contained in the Solicitation.

**MEASURABLE CRITERIA:**

**Price GROUP 1: 90 Points**

**Percentage Discount GROUP 2: 10 Points total (5 points per each individual item in GROUP 2)**

**TOTAL POINTS 100 Points**

Each Supplier is responsible for submitting all relevant, factual and correct information with their offer to enable the evaluator(s) to afford each Supplier the maximum score based on the available data submitted by the Supplier. SUPPLIER SHALL ENTER UNIT PRICE AND TOTAL PRICE ON THE BID SHEET. If adequate space is not available, the Supplier must attach additional information that clearly cross-references the appropriate location in the solicitation (i.e. page number, paragraph, subject, etc.).

**Price (90 points)**

**The bidder with the lowest Price receives the maximum score.** The bidder with the next lowest Price receives points by dividing the lowest Price by the next lowest price and multiplying that percentage by the available points. For example, 90 points is allocated to the lowest Price criteria for GROUP 1 of the Form of Proposal for this procurement, Bidder "A" bids \$3.00 as the lowest bidder and receives the maximum 90 points

$(\$3.00 / \$3.00 = 1.00 \times 90 = 90)$ . Assume Bidder "B" is the next lowest bidder at \$4.00, then "B" receives 67.5 points  $(\$3.00 / \$4.00) = .75 \times 90 = 67.5$ .

Best Value scoring is subject to Reciprocal Preference for Kentucky resident bidders.

**Percentage Discount (10 points) (5 points per each individual item in GROUP 2)**

**The bidder with the highest percentage discount receives the maximum score.** The bidder with the next highest percentage discount receives points by dividing the highest percentage discount by the next highest percentage discount and multiplying that percentage by the available points. For example, 5 points is allocated to the highest percentage discount criteria for GROUP 2, per each individual item, of the Form of Proposal for this procurement, Bidder "A" bids 20% as the highest bidder and receives the maximum 5 points  $(20\%/20\% = 1.00 \times 5 = 5)$ . Assume Bidder "B" is the next highest bidder at 15%, then "B" receives 3.75 points  $(15\% / 20\%) = .75 \times 5 = 3.75$ ). The same calculation will be used for both items of GROUP 2, each for 5 points apiece, for a total of 10 points for GROUP 2.

Best Value scoring is subject to Reciprocal Preference for Kentucky resident bidders.

**METHOD OF BREAKING TIE BIDS:**

Tie low bids on the purchase of commodities may be broken in the following order if price and delivery are equal.

1. Time discount.
2. KRS 45A.494 Reciprocal preference to be given by public agencies to resident bidders -- List of states -- Administrative regulations. (4) If a procurement determination results in a tie between a resident bidder and a nonresident bidder, preference shall be given to the resident bidder.
3. Supplier who has performed satisfactorily in the past over supplier who has not previously served the KCTCS or who has not performed in satisfactory manner.
4. Flip of coin, witnessed by at least two KCTCS personnel.

The bid file shall be documented listing one or more of the above listed factors.

**IV. INITIAL CONTRACT PERIOD**

The contract established from this Solicitation will be for the initial period of three (3) years in concurrence with the Microsoft Select Agreement. Two (2) additional renewals may be granted for one (1) year periods thereafter, upon mutual consent of KCTCS and the successful Contractor, provided funds are available.

**V. KENTUCKY RECIPROCAL PREFERENCE LAWS**

In accordance with KRS 45A.490 to 45A.494, Kentucky Resident Bidder Status, a resident Offeror of the Commonwealth of Kentucky shall be given a preference against a nonresident Offeror. In evaluating 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 nonresidency 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 (Resident Bidder Claim Form,) with supporting documentation affirming that it meets the criteria as set for in the above referenced statute.

Further, in accordance with KRS 45A.465 and 45A.470, any bidder wishing to claim qualified bidder status must complete and include an Affidavit for Qualified Bidder Status with their response. In evaluating responses, KCTCS will apply preference in accordance with KRS 45A.470. An Affidavit for Qualified Bidder Status forms is available from KCTCS Procurement to Payment Services Department, upon request.

**VI. EXTENSION TO OTHER STATE AGENCIES/UNIVERSITIES**

The supplier 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.

**VII. BASIS OF PRICE QUOTATIONS/REVISIONS**

Discounts quoted in response to this Solicitation shall remain firm for the initial period of the resulting contract. After this time prices are subject to revision which may be either increases or decreases. Contract product and price updates shall be provided by the supplier in a Microsoft Excel spreadsheet (see Appendix IV) for electronic import into the Procurement Desktop catalog. These updates shall be provided to Procurement to Payment Services on a regular basis; however, no more frequent than every thirty days. The requesting party must furnish documented evidence substantiating the validity of the request. In the event the requested revision is refused, the

requesting party shall have the right to withdraw from the contract, without prejudice. Provided, however, that the supplier must continue service, at the contract prices, until a new contract can be established.

**VIII. ASSIGNMENT**

The Contractor shall not assign this Contract in whole or in part to another Contractor at any time during the initial or optional renewal terms of the contract, without the consent, guidance and approval of the Commonwealth. Any assignment hereunder entered into, subsequent to the execution of the contract with the prime supplier, must be annotated and approved by the Commonwealth. Any purported assignment without this consent shall be null and void.

**IX. SUBCONTRACTS**

The awarded supplier shall make no contract with any other party for furnishing any of the commodities or services contracted herein. Should the KCTCS Procurement to Payment Services be provided evidence of the supplier making such an arrangement, the contract shall be immediately cancelled. This provision will not be taken as requiring the approval of contracts of employment between the bidder and personnel assigned for services hereunder.

**X. PAYMENTS**

The supplier shall be paid, upon the submission of proper invoices to the receiving agency at the prices stipulated for the supplies delivered and accepted, or services rendered. Unless otherwise specified, payment will not be made for partial deliveries accepted. Payments will be made within thirty (30) working days after receipt of goods or a supplier's invoice in accordance with KRS 45.453 and KRS 45.454.

**XI. GOVERNING LAW**

This Solicitation shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky and any litigation with respect to this Solicitation shall be brought in state or federal court in Franklin County, Kentucky

**XII. FOB BASIS OF SHIPMENT – SUPPLIER RESPONSIBLE**

The supplier shall be fully responsible for all shipments FOB Destination to the KCTCS location indicated on each order. The discounts quoted on this Invitation shall be FOB Destination - which is the receiving location and must include the cost of shipment of the unit being offered. Discount pricing shall then include cost of commodity plus shipping and handling if a commodity is requested.

**XIII. OVER SHIPMENTS AND INCORRECT MATERIALS**

It is the responsibility of the supplier to initial movement of said materials from the premises and send replacement materials within ten (10) working days, unless there is just cause shown that this requirement cannot be met. Failure by KCTCS to receive disposition instructions will result in a collect return shipment to the supplier.

**XIV. ADA COMPLIANCE**

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

**XV. BID SUBMITTAL**

Bids must be received no later than the date and time show on the front page of this Invitation to Bid. All bids must be received in a sealed envelope/package clearly identified with the Invitation to Bid Number in the lower left corner.

**Bidders shall not submit their standard terms and conditions with bid submission.**

**XVI. MULTIPLE BIDS**

Unless otherwise specified, only one price, brand and/or model may be proposed for each item on this Invitation to Bid. Bidders must determine their single best offering based on the manufacturers specified. Bids not conforming to this requirement may be rejected.

**XVII. KENTUCKY SALES AND USE TAXES**

Sales of tangible personal property or services to the State of Kentucky and its constitutional agencies are not subject to state sales or use taxes.

**XVIII. COMPLIANCE WITH FEDERAL REQUIREMENTS**

Where this procurement involves the expenditure of federal assistance or contract grant funds, the awarded contractor shall comply with such federal law and authorized regulations which are mandatory applicable and which are not presently set forth elsewhere in this solicitation. Office of Management and Budget Circular A-102, Appendix "O" requires but is not limited to, compliance with the following provisions;

- (1) All contracts awarded in excess of \$10,000 by grantees and their contractors or sub grantees require compliance with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).
- (2) All negotiated contracts (except those awarded by small purchase procedures) awarded by grantees provide that the grantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the contractor which are directly pertinent to this specific contract, for the purpose of making audit, examination excerpts and transcriptions. Contractors are to maintain all required records for three years after grantees make final payments and all other pending matters are closed.
- (3) Contracts, subcontracts and subgrants of amounts in excess of \$100,000 requires compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h), Section 508 of the Clean Water Act 33 U.S.C. 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the

EPA List of Violating Facilities. This provision requires reporting of violations to the grantor agency and to the U.S.E.P.A. Assistant

**XIX. INSPECTION**

All supplies and equipment shall be subject to inspection or tests by the college prior to acceptance. In the event supplies or equipment are defective in material or workmanship or otherwise not in conformity with specified requirements, the college shall have the right to reject them or require acceptable correction at the supplier's expense.

**XX. DAMAGED MATERIALS**

When an order is received and found damaged, the supplier will be notified immediately concerning the course of action necessary to resolve the situation. Should replacement materials be required, said material will be replaced within ten (10) working days, unless there is just cause shown that this requirement cannot be met. A notice of disposition for damaged materials will also be required within ten (10) working days, or KCTCS, will dispose of, or return, said materials at their convenience.

**XXI. REJECTION OF BIDS**

KCTCS reserves the right to reject any and all bids when it is in the best interest of KCTCS to do so.

**XXII. CANCELLATION OF BIDS**

KCTCS reserves the right to cancel the bid when it is in the best interest of KCTCS to do so.

**XXIII. WARRANTY**

The manufacturer's most favorable warranty offered to preferred customers shall apply to all items. A copy of such warranty shall be furnished to the college upon delivery of the equipment or product.

**XXIV. ORAL DISCUSSIONS**

Potential bidders should clearly understand that any verbal representations made or assumed to be made during any oral discussions held between representatives of potential bidders and any State employee or official are not binding on the Commonwealth of Kentucky or its constitutional agencies or colleges.

**XXV. COMPLIANCE WITH STATE LAWS**

Any contracts or orders placed as a result of an offer shall be governed by the laws of the Commonwealth of Kentucky. The rights and obligations of the parties thereto shall be determined in accordance with these laws. Any offer conditioned upon governance by the laws of a state other than Kentucky shall not be considered.

**XXVI. CODES AND STANDARDS**

The design, construction and performance of equipment and materials provided under a resulting contract will meet and exceed the requirements of the latest issue of applicable codes and standards of the following authorities: Kentucky Building Codes; Occupational Safety & Health Administration; National Fire Protection Association; Underwriters

Laboratories; State and Local Fire Marshall's; City & County Building Codes. All work performed under a resulting contract shall include all work required by the applicable codes and standards.

**XXVII. EQUIPMENT SAFETY REQUIREMENTS**

All equipment and assemblies of equipment offered against this Invitation to Bid must be in full compliance with all current safety standards as established by Federal, State, and Local governments, including, but not limited to, all current OSHA standards applicable to the manufacture, distribution, and use of said equipment and assemblies of equipment. Furthermore, all equipment and assemblies of equipment including the listing and labeling of the equipment and assemblies of equipment, must meet the requirements stated in the current edition of NFPA 70 National Electrical Code and be certified by an independent testing laboratory. Bidders, by completing and submitting a bid in response to this Invitation, do certify that any equipment proposed shall be in full compliance with all of the above applicable safety standards. Bidders may be required to provide evidence of the certification prior to award of contract. Payment for equipment and assemblies of equipment delivered will be subject to the provision of documentation of the labeling and listing of said equipment and assemblies of equipment.

**XXVIII. PRICE CHANGES**

Prices will remain firm for the initial period (see contract period) of the price contract. KCTCS or contractor may request a change in prices to be in effect for the length of the extension period. Any request for price changes must be received in KCTCS Procurement to Payment Services in writing 30 days prior to the end of the current contract period. Upon approval by KCTCS Procurement to Payment Services, prices shall remain firm for the length of the contract period. Any price changes must be substantiated by firm proof that conditions have changed in the industry, which would warrant a change in price.

**XXIX. TERMINATION FOR CONVENIENCE**

KCTCS Procurement to Payment Services reserves the right to terminate all or part of the resulting contract without cause, with a 30 day written notice. Product orders may not be accepted (shipped and invoiced) by the contractor following the termination of the contract without approval from KCTCS Procurement to Payment Services.

**XXX. SERVICE POLICIES**

Bidders should include a copy of their Return/Refund and Minimum Order Policy if applicable, which is to be incorporated into the contract.

**XXXI. CONTRACTOR REPRESENTATION**

The contractor must have adequate representation to accommodate KCTCS. The representative will have the responsibility to call on KCTCS Procurement to Payment Services and on other KCTCS Colleges, and resolve invoice discrepancies and other problems that may occur.

**XXXII. ITEM ADDITIONS TO CONTRACT**

KCTCS reserves the right to add related items to the contract established from this Invitation for Bid.

**XXXIII. POST CONTRACT AGREEMENTS**

The resulting contract and KCTCS Purchase Order shall constitute the entire agreement between the parties. Unless contractually provided, KCTCS will not be required to enter into nor sign any additional agreements, leases, company orders or other documents to complete or initiate the terms of a contract that may result from an award of this Invitation to Bid. Any documents obtained will be non-binding on KCTCS and may be considered a breach of contract.

**XXXIV. 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 must 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.**

**XXXV. CONTRACTOR REPORTS**

It will be the responsibility of the successful bidder to supply line item usage reports to KCTCS Procurement to Payment Services on an as needed basis. The successful bidder and/or their authorized representative will be responsible for the reports being delivered at the requested time.

**XXXVI. QUANTITIES**

The quantities referenced herein will be the quantity purchased for the initial contract period. The quantities may be adjusted during negotiation for renewal periods.

This Price Contract shall have no guarantee of any specific quantity. KCTCS will be obligated to purchase only that quantity needed during the term of the Price Contract or any extensions thereof.

**XXXVII. AUTHORIZED DISTRIBUTOR**

Only responses to this solicitation from Authorized distributors and/or Resellers will be accepted. All Bidders shall submit with their response a letter, certificate, or completed reseller agreement from/with the manufacturer stating that the bidding agency is licensed and/or authorized to sell and/or redistribute the items for which they are bidding. Bids may be rejected if submitted without proper certification of the redistributing status of the bidder.

**Eligible Supplier:** Must be a LAR that is a member of the program for authorized Microsoft Large Account Resellers and meet all terms and conditions of the Microsoft Government Select and Enterprise Agreements/Enrollments (version 6.1 and higher) including any customizations required by KCTCS.

**Letter from Microsoft Corporation**

Supplier must be an authorized Microsoft Large Account Reseller and provide a letter from Microsoft Corporation stating: (1) the date supplier was first authorized by Microsoft as a MS Large Account Reseller AND (2) confirming current MS Large Account Reseller status.

Suppliers shall maintain their status as a Microsoft Large Account Reseller for the life of the contract. Any contract awarded will be cancelled if the contract holder loses their Microsoft Large Account Reseller status.

**XXXVIII. QUESTIONS, SOLICITATION SOLE POINT OF CONTACT - RESTRICTION ON COMMUNICATION**

**The KCTCS Procurement to Payment Services Department shall be the point of contact throughout the solicitation process regarding the terms and conditions contained in this Invitation to Bid. Contact with KCTCS other than the Procurement to Payment Services Department may be cause for rejection of bid.**

This does not preclude suppliers who presently hold contracts with KCTCS from communicating with KCTCS individuals regarding existing contracts only.

Any explanation desired by a bidder regarding the meaning or interpretation of the solicitation, specifications, etc., must be requested in writing. Questions will not be addressed via telephone. Oral explanations or instructions given before the award of the contract will not be binding. In the event any item, requirement, term or condition of this Invitation to Bid is not clear, or is not according to regulation, it shall be the sole responsibility of the interested prospective bidder to inquire as to intent, or to state the exception in writing, via email to:

**Joe Mattingly**

KCTCS Procurement to Payment Services

[joe.mattingly@kctcs.edu](mailto:joe.mattingly@kctcs.edu)

**Phone calls will not be accepted.**

All questions are to be submitted to the Procurement to Payment Services Department **no later than May 3, 2018 @ 2:00 pm EST** via email to [joe.mattingly@kctcs.edu](mailto:joe.mattingly@kctcs.edu).

**XXXIX. RELEVANT INFORMATION**

**XL. SPECIAL CONDITIONS**

**Bidders must be a Microsoft Authorized Large Account Reseller (LAR). Reseller must satisfy all of Microsoft MCA program requirements and submit proof of authorization with Invitation to Bid.**

Respondents must demonstrate successful experience in MCA/Educational Account performance by **providing references to at least three (3) Higher Ed/MCA accounts comparable in size to KCTCS.**

No.	Company Name	Contact	Phone Number
1.			
2.			
3.			



**XLI. ADDITIONAL INFORMATION**

**Select Agreement Program to cover all Microsoft Products.**

The Select Agreement will be used by KCTCS for products not covered by the Microsoft Desktop Agreement. The Select Agreement will also be used for personal purchase made by Faculty, Staff and Students of KCTCS.

**A net price list covering all Microsoft products must be included with your response to this Invitation for Bid.**

If additional cost is required for the services or features below, it shall be listed within your response to this Invitation to Bid. There shall be no hidden fees.

No.	Service/Features	UOM	Included in FTE Cost Please check
1.	Logistical Support, Volume Distribution, Reporting Service – to assist KCTCS with tracking account activity	EA	YES ____ NO ____
2.	Dedicated academic sales team	EA	YES ____ NO ____
3.	License consulting direct through sales team rather than generic “license desk.”	EA	YES ____ NO ____
4.	Product Consulting	EA	YES ____ NO ____
5.	Coordinate pre-installation of software with PC manufacturers.	EA	YES ____ NO ____
6.	Software media and duplication services. <b>(Attach a list of quantity &amp; cost if a volume discount is possible)</b>	EA	YES ____ NO ____
7.	Tracking and management and electronic software downloads to make it easier to manage and administer licenses.	EA	YES ____ NO ____
8.	Other Services <b>(Attach a list of services and cost)</b>	EA	YES ____ NO ____

**Form of Proposal**

**BIDDER MUST BID ON ALL ITEMS IN ORDER TO BE CONSIDERED FOR AN AWARD.**

**BIDDER MUST BE AN AUTHORIZED DISTRIBUTOR FOR KENTUCKY. TECHNICAL SPECIFICATIONS INCLUDE, BUT ARE NOT LIMITED TO THE FOLLOWING:**

**NO ALTERNATIVES**

**GROUP 1:**

Line	Product Description	Number of Licenses	UOM	Unit Cost	Totals
	<b>PRICE – FACULTY/STAFF</b>				
1.	<b>Part # AAA-73004</b> M365 EDU A3 ShrdSvr ALNG SubsVL MVL PerUsr	4,708	FTE	\$ _____ \$ _____ \$ _____	YR 1 \$ _____ YR 2 \$ _____ YR 3 \$ _____
2.	<b>Part # AAA-73000</b> M365 EDU A3 ShrdSvr ALNG SubsVL MVL PerUsr EDU Transition	3,792	FTE	\$ _____ \$ _____ \$ _____	YR 1 \$ _____ YR 2 \$ _____ YR 3 \$ _____
3.	<b>Part # HAF-00008</b> CoreSvrPltfrm ALNG LicSAPk MVL Pltfrm - EES2017 Per User	8,500		\$ _____ \$ _____ \$ _____	YR 1 \$ _____ YR 2 \$ _____ YR 3 \$ _____
4.	<b>3VU-00043</b> MSDNPltfrms ALNG LicSAPk MVL	2		\$ _____ \$ _____ \$ _____	YR 1 \$ _____ YR 2 \$ _____ YR 3 \$ _____
5.	<b>W76-00001</b> O365ATPEDU ShrdSvr ALNG SubsVL MVL PerUsr	64		\$ _____ \$ _____ \$ _____	YR 1 \$ _____ YR 2 \$ _____ YR 3 \$ _____
6.	<b>H30-00237</b> PrjctPro ALNG LicSAPk MVL w1PrjctSvrCAL	5		\$ _____ \$ _____ \$ _____	YR 1 \$ _____ YR 2 \$ _____ YR 3 \$ _____
7.	<b>H22-00479</b> PrjctSvr ALNG LicSAPk	1			

	MVL			\$ _____	YR 1 \$ _____
				\$ _____	YR 2 \$ _____
				\$ _____	YR 3 \$ _____
8.	<b>NK5-00001</b> PwrBIProforEDU ShrdSvr ALNG SubsVL MVL PerUsr	5		\$ _____	YR 1 \$ _____
				\$ _____	YR 2 \$ _____
				\$ _____	YR 3 \$ _____
9.	<b>7JQ-00341</b> SQLSvrEntCore ALNG LicSAPk MVL 2Lic CoreLic	4		\$ _____	YR 1 \$ _____
				\$ _____	YR 2 \$ _____
				\$ _____	YR 3 \$ _____
10.	<b>7NQ-00302</b> SQLSvrStdCore ALNG LicSAPk MVL 2Lic CoreLic	10		\$ _____	YR 1 \$ _____
				\$ _____	YR 2 \$ _____
				\$ _____	YR 3 \$ _____
11.	<b>D87-01057</b> VisioPro ALNG LicSAPk MVL	3		\$ _____	YR 1 \$ _____
				\$ _____	YR 2 \$ _____
				\$ _____	YR 3 \$ _____
12.	<b>3R3-00001</b> AzureActvDrctryPremP1A ShrdSvr ALNG SubsVL MVL PerUsr	3500		\$ _____	YR 1 \$ _____
				\$ _____	YR 2 \$ _____
				\$ _____	YR 3 \$ _____
	<b>PRICE - STUDENTS</b>				
13.	<b>Part # AAA-73002</b> M365 EDU A3 ShrdSvr ALNG SubsVL MVL PerUsr STUUseBnft	220,000		\$ _____	YR 1 \$ _____
				\$ _____	YR 2 \$ _____
				\$ _____	YR 3 \$ _____

TOTAL:\$ \_\_\_\_\_

## GROUP 2:

Line	Description	Percentage Discount
1.	Microsoft Select Agreement Discount off List (DOL)	%
2.	Microsoft Enrollment for Education Solutions (EES) Discount of List (DOL)	%

**Bid #: KCT-01116**

**TO BE CONSIDERED THIS FORM MUST BE SUBMITTED WITH BID/PROPOSAL**

**REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS  
CLAIMING **RESIDENT** BIDDER STATUS**

**FOR BIDS AND CONTRACTS IN GENERAL:**

The bidder or offeror hereby swears and affirms under penalty of perjury that, in accordance with KRS 45A.494(2), the entity bidding is an individual, partnership, association, corporation, or other business entity that, on the date the contract is first advertised or announced as available for bidding:

1. Is authorized to transact business in the Commonwealth;
2. Has for one year prior to and through the date of advertisement
  - a. Filed Kentucky corporate income taxes;
  - b. Made payments to the Kentucky unemployment insurance fund established in KRS 341.49; and
  - c. Maintained a Kentucky workers' compensation policy in effect.

KCTCS reserves the right to request documentation supporting a bidder's claim of resident bidder status. Failure to provide such documentation upon request shall result in disqualification of the bidder or contract termination.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Company Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Subscribed and sworn to before me by \_\_\_\_\_  
(Affiant)

\_\_\_\_\_  
(Title)

of \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(Company Name)

\_\_\_\_\_  
Notary Public  
[seal of notary]

My commission expires: \_\_\_\_\_

**Substitute W-9 Form**

A completed, signed KCTCS Substitute W-9 form must be submitted with the bid. This information must be obtained prior to award of a contract. Bids received without a completed W-9 form may be rejected. A form has been attached for completion.



Substitute W-9  
Revised 12/6/13

**Substitute W-9 Form**

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

College:	System Office - Procure to Pay		
College Contact:	Joe Mattingly	College Contact Email:	joe.mattingly@kctcs.edu
College Contact Ph:	(859) 256-3264	College Contact Fax:	(859) 256-3124

To avoid Internal Revenue Service (IRS) mandated backup withholding KCTCS is required to obtain your Taxpayer Identification Number (TIN) for reporting income paid to you or your organization. KCTCS uses a Substitute W-9 Form to obtain certification of your TIN and retains this information in its secure payee/vendor database. This form may be completed online and then printed for signature. Tab to fields and populate with your information. New Vendors must complete the entire form. Existing Vendor's may the complete shaded area of form. New and updated forms must be signed and dated.

- New Vendor (complete entire form)**       **Changes to existing vendor**

Federal Tax ID #: (Required) \_\_\_\_\_  TIN/EIN       SSN

Legal Name used for purposes of IRS reporting \_\_\_\_\_

Business Name (if different from name used for purposes of IRS reporting) \_\_\_\_\_

Does your business accept credit Cards?     Yes     No    If yes,     Visa     MC     Other: \_\_\_\_\_

Type of Business (Required):

- |   |   |  |
|---|---|--|
| <input type="checkbox"/> Corporation              | <input type="checkbox"/> Government Entity                      | <input type="checkbox"/> Foreign Nonresident Individual          |
| <input type="checkbox"/> Partnership              | <input type="checkbox"/> Foreign Entity (other than individual) | <input type="checkbox"/> Limited Liability Company               |
| <input type="checkbox"/> Non Profit/501(c) Entity | <input type="checkbox"/> U.S. Agent of Foreign Person/Entity    | <input type="checkbox"/> Individual/Sole Proprietor (US Citizen) |

Exempt from backup withholding

Other (Please Explain) \_\_\_\_\_

**Business Classification (Required - Select only one - Does not apply to publically traded entities)**

<input type="checkbox"/> <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="checkbox"/> <i>Hispanic-American</i>	<input type="checkbox"/> <i>African-American</i>
	<input type="checkbox"/> <i>Asian-American</i>	<input type="checkbox"/> <i>American Indian</i>
	<input type="checkbox"/> <i>Other (explain):</i>	
<input type="checkbox"/> <b>Women-Owned Business Enterprise/WBE</b> <i>Defined as a business at least 51% owned by one or more women.</i>	<input type="checkbox"/> <b>Disadvantaged Business Enterprise/DBE</b> <i>Defined as a business at least 51% owned by at least one differently-abled, socially, or economically disadvantaged individual as defined by Federal law.</i>	
<input type="checkbox"/> <b>Veteran Owned Business/VOB</b> <i>Defined as a business at least 51% owned and operated by a service veteran.</i>	<input type="checkbox"/> <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="checkbox"/> <b>None of the Above</b>	<input type="checkbox"/> <b>Other (Explain):</b>	

**Certification**

Under penalties of perjury, I certify that:

The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and I am a U.S. person (including a U.S. resident alien).

Signature of U.S. Person	Date
Printed Name:	

<b>Purchase Order</b>		<b>Purchase Order Information</b>		<input type="checkbox"/> Check if remit address is same as PO address	
Preferred Method of Receiving Purchase Orders: <input type="checkbox"/> Email <input type="checkbox"/> Fax <input type="checkbox"/> Check if there is a change to your Purchase order address					
Vendor Name (if different from above)					
Order to Address					
City			State	Zip	
Sales Contact Name			Email for PO		
Sales Contact Phone			Fax for PO		
<input type="checkbox"/> Purchase Address – Change to					
<b>Remittance</b>		<b>Remittance Address as it appears on your invoice</b>			
Vendor Name (if different from above)					
Remit to Address					
City			State	Zip	
Remit to Contact Name			Email		
Remit to Phone			Fax		
<input type="checkbox"/> Remit to Address – Change to					

Wherever possible we desire to replace check payments with an electronic payment (ACH - direct deposit transfer). In order to switch your payment type if already established from paper check to electronic transfer we will need your bank account information entered on this substitute W-9 form. Your email address will only be used to notify you when an electronic payment is issued, to notify you of the issuance of a purchase order, or to notify you of other official business correspondence. Your e-mail and/or banking information will not be shared or distributed outside KCTCS' Business Services Division and will be used solely for KCTCS business applications.

<b>Direct Deposit Information (All fields are required to receive ACH electronic direct deposit payments)</b>	
Name on Bank Account:	
Bank Name (include branch name if applicable):	
Bank Routing Number (9-digit ABA #):	Bank Account Number:
Mark only one (should match information noted above): <input type="checkbox"/> Checking: <input type="checkbox"/> Savings:	
E-mail address -- Please print <b>LEGIBLY</b> -- Required for electronic notification of payment to your bank account.	
Mark if this is a: <input type="checkbox"/> Establishment of a new direct deposit <input type="checkbox"/> Change of existing direct deposit	
Email change only <input type="checkbox"/> New email address to where payment notification to be sent:	

I hereby authorize and request KCTCS to initiate credit entries for payment to my account. If necessary, a debit entry may be made in accordance with National Automated Clearing House Association (NACHA) rules reversing a credit entry made in error at the financial institution named. The electronic payment data remains in effect until withdrawn by written notification to KCTCS, 300 North Main Street, Versailles, KY 40383.

PRINTED NAME

Authorized Signature

Date