



## INVITATION TO BID

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

<b>INVITATION NO.:</b> KCT-01165	<b>RETURN ORIGINAL COPY OF BID TO:</b>
<b>Issue Date:</b> February 7, 2018	<b>KCTCS</b>
<b>Method of Award:</b> Best Value	<b>PROCUREMENT TO PAYMENT DEPT ATTN:</b>
<b>Procurement Analyst:</b> Vickie Dillon	<b>BID # KCT-01165</b>
<b>Email:</b> <a href="mailto:Vickie.Dillon@kctcs.edu">Vickie.Dillon@kctcs.edu</a>	<b>300 NORTH MAIN STREET</b>
<b>Bids are invited on the following:</b> <b>Papercut Enterprise Solution</b>	<b>VERSAILLES, KY 40383</b>
<b>IMPORTANT: SEALED BIDS MUST BE RECEIVED BY February 22, 2019 by 4:00 PM Eastern Daylight Time</b>	

1. Sealed Bids for furnishing the following will be received by the Procurement to Payment 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 Do Not Quote Sales Tax.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: (Days after receipt of order)</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</b>	<b>SIGNATURE</b>	<b>DATE:</b>
Email		
<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 Department at 859-256-3336.**

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 vendor 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 KRS 45A.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.

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

The contractor 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 contractor prior to the award of a contract.

CERTIFICATION OF NON-SEGREGATED FACILITIES

The contractor, 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 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.

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

February 13, 2019	Deadline to submit questions. All questions must be emailed to <a href="mailto:vickie.dillon@kctcs.edu">vickie.dillon@kctcs.edu</a>
February 22, 2019 4:00 p.m. EST	Deadline to submit bids (unless extended per Addenda)

**Section I:****1. Scope**

This bid is to establish a Price Contract for a **Papercut Enterprise Solution** for the Kentucky Community and Technical College System (KCTCS), 300 North Main Street, Versailles KY 40383.

**2. General**

The resulting contract between KCTCS and the Supplier shall consist of (1) the Invitation to Bid and any Addenda thereto, and (2) the Supplier's Bid submission in response to the Invitation. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the Bid will govern. In the event that an issue is addressed in one document that is not addressed in the other document, no conflict in language will be deemed to occur. However, KCTCS reserves the right to clarify any contractual relationship in writing with the concurrence of the Supplier, and such written clarification will govern in case of conflict with the applicable requirements stated in the Bid or the Supplier's submission. In all other matters not affected by the written clarification, if any, the Bid will govern.

**3. Contract term**

The contract established from this Invitation to Bid will be for the initial period of one (1) year from date of award. The contract may be extended at the completion of the initial contract period for four (4) additional one-year periods, provided funds are available. This extension must have the written approval of the Supplier and KCTCS Procurement to Payment authority. KCTCS reserves the right to renegotiate any terms and/or conditions as may be necessary to meet requirements for the extended period. The Supplier will be advised of any proposed revisions prior to the renewal periods. In the event both parties cannot agree on the proposed revisions, either party may withdraw from the option. However, and if requested by KCTCS, the Supplier shall agree to continue the service at the current contract rate(s) for an extended ninety (90) day period beyond the contract period, to allow KCTCS Procurement to Payment Services lead time to establish a replacement contract.

**4. Contract Modifications**

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

Approved products, product sizes, selling prices, selling locations, or methods of operation may not be changed without written authorization from the Procurement to Payment Department. Any contract modification must be within the framework of the awarded contract.

**5. Cancellation or Termination of Contract**

The contract(s) established from this Invitation to Bid shall be cancelable during its life for mal-performance, non-performance, commodity substitution or other failure to comply with contract terms and conditions on the part of the supplier. Failure to invoice accurately and promptly in accordance with the terms, prices, and conditions of the Price Contract, and failure to meet delivery dates may also be cause for cancellation of contract, removal from KCTCS bid list, or both. Said contract shall be null and void upon receipt of written notification from the KCTCS Director/Procurement Manager of Procurement to Payment Services Department.

The Kentucky Community and Technical College System reserves the right to terminate, without cause, the contract upon thirty (30) days written notice to the supplier in whole or in part when it is in the best interest of KCTCS to do so. Should the contract be cancelled – KCTCS reserves the right to contact the next bidder with best value ranking points to establish contract for services.

**6. Pricing**

Price is to remain firm during the contract period for the service levels listed in this bid at the multiple locations. If the number of print servers, site servers, MFPs and users decrease at any location, KCTCS reserves the right to renegotiate pricing for the reduced service levels at that specific location with the supplier.

**7. Quantities**

The price contract established from this Invitation to Bid shall have no guarantee of any specific sales quantity. The sales quantities listed herein are only estimates. There is no implied or guaranteed quantity of sales.

**8. 90-Day Probationary Period**

The successful supplier will be given 90 days from the date of award of contract, to meet and adhere to all terms, specifications and conditions of this contract. Failure to meet the outlined criteria may be cause for cancellation.

**9. Addenda & Amendments**

In the event it is necessary to revise any part of the Invitation to Bid after initial posting, revisions will be delivered to all who received the initial bid or who has initiated interest in the bid. Receipt of an Addendum to a solicitation by a Supplier must be acknowledged by signing and returning the Addendum. Such acknowledgment must be received before a contract is awarded.

**10. Contract Assignment**

The supplier 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 the Business Affairs Officer of the College and the Director of the KCTCS Procurement to Payment Services Department. In the event of a change in company ownership, KCTCS reserves the right to re-advertise the contract.

**11. Product**

Within this bid document is the list of products required. All products proposed and delivered by the successful Supplier must be "New and Current Model(s)". No used equipment or demonstrator models will be acceptable. All serial number tags, FCC approval numbers, model numbers, etc. must be affixed on each piece of equipment at the time of delivery. Equipment will be inspected and rejected if these numbers are not affixed or have been altered.

**12. Alternates**

Alternate product will not be evaluated.

**13. Delivery**

All items are to be shipped F.O.B. Destination. The successful Supplier will be responsible for all equipment while in transit. Any freight claims will be the responsibility of the Supplier. The College will reject any damaged shipments and immediate notification will be given to the Supplier.

**14. Addition or Deletion of Items or Services/Locations**

KCTCS Procurement to Payment reserves the right to add new and similar items or services and/or College locations/campuses, with the consent of the supplier, to any contract awarded from this Solicitation. Such extension will be under terms and conditions substantially the same as those in the resulting contract except that pricing may be negotiated based on the specific services required. KCTCS Procurement to Payment shall effect any such change by issuing a Modification to the contract.

No modification to a contract awarded on the basis of this Invitation shall be permitted unless the supplier receives written approval from the KCTCS Procurement to Payment Services Department. All contract modifications shall be subject to the provisions of 200 KAR 5:311.

**15. Extension to Other Institutions**

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.

**16. 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. Only one award will be made.

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 100 Points**

**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 (100 points)**

**The bidder with the lowest TOTAL price for all locations added together 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 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 ( $\$3.00 / \$4.00 = .75 \times 95 = 67.5$ ).

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

**17. Authorization to Business in Kentucky**

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

**18. 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.

**19. 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.

**20. 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.

**21. Insurance**

Prior to the beginning of the contract, the contractor will furnish to the Procurement to Payment Department Certificates of Insurance that show it has and will maintain all insurance protection (including products liability insurance) at the contractor's expense.

Minimum liability coverage must be:

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

The Kentucky Community and Technical College System must be named as an additional insured in the policy for Comprehensive General Liability. In the event of failure by the contractor to maintain, in force, insurance coverage acceptable

to KCTCS, KCTCS will have the right to terminate this Agreement immediately upon written notice to the contractor. Copies of the Insurance Certificates are to be furnished to the KCTCS Procurement to Payment Department. Modification of this requirement must be requested in writing with supporting statements, prior to the time of the bid submission.

## **22. 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;

- a. 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).
- b. 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.
- c. 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

## **23. 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 sub-contractors 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.

## **24. 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 bid and the contract, occasioned by strike or other work stoppage, federal, state or local government action, breakdown or failure of apparatus, equipment or machinery employed in supplying services, any temporary stoppage for the repair, improvement, or enlargement thereof, or any act or condition beyond its reasonable control.

## **25. KCTCS Travel**

KCTCS will not reimburse bidder for any travel expenses incurred throughout the term of the contract.

## **26. 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.

## **27. 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.

## **28. 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.

**29. Cancellation of Bids**

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

**30. 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.

**31. 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.

**32. 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 contract, whether by negligence or otherwise. The Kentucky Community & Technical College System, as an agency of the Commonwealth of Kentucky, is prohibited from entering into contracts that require KCTCS to indemnify the other party.

**33. 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.

**34. 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 Accessible 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.

**35. 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 shall be non-binding on KCTCS and may be considered a breach of contract.

**36. Supplier Terms & Conditions**

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 shall be non-binding on KCTCS and may be considered a breach of contract.

**37. Questions, Solicitation Sole Point of Contact - Restriction on Communication**

The KCTCS Procurement to Payment Department shall be the point of contact throughout the solicitation process regarding the terms and conditions contained in this Invitation to 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 to:

**Vickie Dillon**

KCTCS Procurement to Payment Services

**Vickie.Dillon@kctcs.edu**

From the issue date of this Invitation until a supplier is selected and the selection is announced, bidders are not allowed to communicate with any KCTCS staff concerning this bid except via written questions submitted to the sole point of contact. This provision does not preclude bidders who presently hold contracts with KCTCS from communicating with the College regarding regular operations required to implement existing contracts.

**All questions are to be submitted to the Procurement to Payment department no later February 13, 2019 via email to [Vickie.Dillon@kctcs.edu](mailto:Vickie.Dillon@kctcs.edu). Phone calls will not be accepted.**

## **Section II:**

### **1. Special Terms**

Supplier agrees to the following:

- a) Supplier will provide PaperCut MF pricing for all devices at locations within the tables below as part of the enterprise bid.
- b) There is no guarantee of quantities to be ordered. At this time, the System Office plans to place an order during the term of the contract, but there is no guarantee that other locations will place an order throughout the term of this contract. Supplier agrees that pricing must remain firm regardless of how many locations opt into this enterprise agreement.
- c) If a college site already has Papercut MF licenses then their annual maintenance will need to be combined with the enterprise bid as part of the total solution.
- d) If a college site already has Papercut NG licenses then their pricing to upgrade to MF will need to be combined with the enterprise bid as part of the total solution.
- e) Pricing will need to be on an enterprise deployment with each colleges cost individually broke down as part of the bid.
- f) Any options to combine a college's current PaperCut software and maintenance/service into the enterprise solution will need to be clearly identified for each instances with the cost change and as an option.
- g) Supplier will be responsible providing certified Papercut installers for implementing and setting up the software on servers and card readers.
- h) Suppliers shall also supply high level training to staff on the functionality of software and available reporting.
- i) Annual maintenance agreement to include software upgrades and helpdesk support.
  - o Bidder is required to provide literature detailing the training, maintenance & services that will be provided.
- j) Bidder must be an authorized Papercut reseller and must submit proof with a letter from Papercut stating the supplier is either an Authorized Solution Center (ASC) or a Value Added Reseller (VAR).



2. **FORM OF PROPOSAL**

KCTCS reserves the right to increase/decrease quantities based on need. Bidder must bid on all line items to be considered for award. Specifications below are best estimates and may not be exact. Specifications include but are not limited to the following:

# Papercut MF

#	Location/Description	
1	<b>System Office (HQ)</b>	
	Print Server:	1
	Site Server	1
	MFP	18
	Users	440
<b>Recommended Configuration</b>		<b>Cost</b>
Users		
Site Server		
MFP License		
Badge Reader		
MFP License Install		
Server install		
Site Server		
Pay Pal Gateway		
Pay Pal Install		
Year 1 M&S		
Year 2 M&S		
Year 3 M&S		
Year 4 M&S		
Year 5 M&S		
<b>Total Cost for System Office</b>		

#	Location/Description	
2	<b>Gateway CTC</b>	
	Print Server:	1
	Site Server	3
	MFP	26
	Users	5,000
<b>Recommended Configuration</b>		<b>Cost</b>
Users		
Site Server		
MFP License		
Badge Reader		
MFP License Install		
Server install		
Site Server		
Pay Pal Gateway		
Pay Pal Install		
Year 1 M&S		
Year 2 M&S		
Year 3 M&S		
Year 4 M&S		
Year 5 M&S		
<b>Total Cost for Gateway</b>		

#	Location/Description		
<b>3</b>	<b>Madisonville CC</b>		
	Print Server:	2	
	Site Server	1	
	MFP	29	
	Users	10,000	
	<b>Recommended Configuration</b>		<b>Cost</b>
	Users		
	Site Server		
	MFP License		
	Badge Reader		
	MFP License Install		
	Server install		
	Site Server		
	Pay Pal Gateway		
	Pay Pal Install		
	Year 1 M&S		
	Year 2 M&S		
	Year 3 M&S		
	Year 4 M&S		
	Year 5 M&S		
	<b>Total Cost for Madisonville</b>		

#	Location/Description		
<b>4</b>	<b>Southcentral KY CTC</b>		
	Print Server:	1	
	Site Server	4	
	MFP	19	
	Users	4,000	
	<b>Recommended Configuration</b>		<b>Cost</b>
	Users		
	Site Server		
	MFP License		
	Badge Reader		
	MFP License Install		
	Server install		
	Site Server		
	Pay Pal Gateway		
	Pay Pal Install		
	Year 1 M&S		
	Year 2 M&S		
	Year 3 M&S		
	Year 4 M&S		
	Year 5 M&S		
	<b>Total Cost for Southcentral KY</b>		

#	Location/Description		
5	<b>Hazard CTC</b>		
	Print Server:	6	
	Site Server	2	
	MFP	30	
	Users	3,500	
	<b>Recommended Configuration</b>		<b>Cost</b>
	Users		
	Site Server		
	MFP License		
	Badge Reader		
	MFP License Install		
	Server install		
	Site Server		
	Pay Pal Gateway		
	Pay Pal Install		
	Year 1 M&S		
	Year 2 M&S		
	Year 3 M&S		
	Year 4 M&S		
	Year 5 M&S		
	<b>Total Cost for Hazard</b>		

#	Location/Description		
6	<b>Ashland CTC</b>		
	Print Server:	1	
	Site Server	2	
	MFP	43	
	Users	5,000	
	<b>Recommended Configuration</b>		<b>Cost</b>
	Users		
	Site Server		
	MFP License		
	Badge Reader		
	MFP License Install		
	Server install		
	Site Server		
	Pay Pal Gateway		
	Pay Pal Install		
	Year 1 M&S		
	Year 2 M&S		
	Year 3 M&S		
	Year 4 M&S		
	Year 5 M&S		
	<b>Total Cost for Ashland</b>		

#	Location/Description		
7	<b>Big Sandy CTC</b>		
	Print Server:		1
	Site Server		3
	MFP		42
	Users		6,000
	<b>Recommended Configuration</b>		<b>Cost</b>
	Users		
	Site Server		
	MFP License		
	Badge Reader		
	MFP License Install		
	Server install		
	Site Server		
	Pay Pal Gateway		
	Pay Pal Install		
	Year 1 M&S		
	Year 2 M&S		
	Year 3 M&S		
	Year 4 M&S		
	Year 5 M&S		
	<b>Total Cost for Big Sandy</b>		

#	Location/Description		
8	<b>Southeast KY CTC</b>		
	Print Server:		1
	Site Server		5
	MFP		29
	Users		10,000
	<b>Recommended Configuration</b>		<b>Cost</b>
	Users		
	Site Server		
	MFP License		
	Badge Reader		
	MFP License Install		
	Server install		
	Site Server		
	Pay Pal Gateway		
	Pay Pal Install		
	Year 1 M&S		
	Year 2 M&S		
	Year 3 M&S		
	Year 4 M&S		
	Year 5 M&S		
	<b>Total Cost for Southeast KY</b>		

#	Location/Description		
9	<b>Elizabethtown CTC</b>		
	Print Server:		3
	Site Server		1
	MFP		28
	Users		3,500
<b>Recommended Configuration</b>		<b>Cost</b>	
Users			
Site Server			
MFP License			
Badge Reader			
MFP License Install			
Server install			
Site Server			
Pay Pal Gateway			
Pay Pal Install			
Year 1 M&S			
Year 2 M&S			
Year 3 M&S			
Year 4 M&S			
Year 5 M&S			
<b>Total Cost for Elizabethtown</b>			

#	Location/Description		
10	<b>Jefferson CTC</b>		
	Print Server:		1
	Site Server		5
	MFP		71
	Users		10,000
<b>Recommended Configuration</b>		<b>Cost</b>	
Users			
Site Server			
MFP License			
Badge Reader			
MFP License Install			
Server install			
Site Server			
Pay Pal Gateway			
Pay Pal Install			
Year 1 M&S			
Year 2 M&S			
Year 3 M&S			
Year 4 M&S			
Year 5 M&S			
<b>Total Cost for Jefferson</b>			

#	Location/Description		
11	<b>West KY CTC</b>		
	Print Server:		3
	Site Server		1
	MFP		21
	Users		6,000
	<b>Recommended Configuration</b>		<b>Cost</b>
	Users		
	Site Server		
	MFP License		
	Badge Reader		
	MFP License Install		
	Server install		
	Site Server		
	Pay Pal Gateway		
	Pay Pal Install		
	Year 1 M&S		
	Year 2 M&S		
Year 3 M&S			
Year 4 M&S			
Year 5 M&S			
<b>Total Cost for West KY</b>			

#	Location/Description		
12	<b>Owensboro CTC</b>		
	Print Server:		1
	Site Server		1
	MFP		12
	Users		5,000
	<b>Recommended Configuration</b>		<b>Cost</b>
	Users		
	Site Server		
	MFP License		
	Badge Reader		
	MFP License Install		
	Server install		
	Site Server		
	Pay Pal Gateway		
	Pay Pal Install		
	Year 1 M&S		
	Year 2 M&S		
Year 3 M&S			
Year 4 M&S			
Year 5 M&S			
<b>Total Cost for Owensboro</b>			

#	Location/Description		
13	<b>Hopkinsville CC</b>		
	Print Server:		3
	Site Server		2
	MFP		17
	Users		4,000
	<b>Recommended Configuration</b>		<b>Cost</b>
	Users		
	Site Server		
	MFP License		
	Badge Reader		
	MFP License Install		
	Server install		
	Site Server		
	Pay Pal Gateway		
	Pay Pal Install		
	Year 1 M&S		
	Year 2 M&S		
Year 3 M&S			
Year 4 M&S			
Year 5 M&S			
<b>Total Cost for Hopkinsville</b>			

#	Location/Description		
14	<b>Maysville CTC</b>		
	Print Server:		1
	Site Server		3
	MFP		20
	Users		15,000
	<b>Recommended Configuration</b>		<b>Cost</b>
	Users		
	Site Server		
	MFP License		
	Badge Reader		
	MFP License Install		
	Server install		
	Site Server		
	Pay Pal Gateway		
	Pay Pal Install		
	Year 1 M&S		
	Year 2 M&S		
Year 3 M&S			
Year 4 M&S			
Year 5 M&S			
<b>Total Cost for Maysville</b>			

#	Location/Description		
15	<b>Bluegrass CTC</b>		
	Print Server:	1	
	Site Server	7	
	MFP	50	
	Users	10,000	
	<b>Recommended Configuration</b>		<b>Cost</b>
	Users		
	Site Server		
	MFP License		
	Badge Reader		
	MFP License Install		
	Server install		
	Site Server		
	Pay Pal Gateway		
	Pay Pal Install		
Year 1 M&S			
Year 2 M&S			
Year 3 M&S			
Year 4 M&S			
Year 5 M&S			
<b>Total Cost for Bluegrass</b>			

#	Location/Description		
16	<b>Somerset CC</b>		
	Print Server:	1	
	Site Server	7	
	MFP	33	
	Users	2,000	
	<b>Recommended Configuration</b>		<b>Cost</b>
	Users		
	Site Server		
	MFP License		
	Badge Reader		
	MFP License Install		
	Server install		
	Site Server		
	Pay Pal Gateway		
	Pay Pal Install		
Year 1 M&S			
Year 2 M&S			
Year 3 M&S			
Year 4 M&S			
Year 5 M&S			
<b>Total Cost for Somerset</b>			



#	Location/Description	
17	Henderson CC	
	Print Server:	1
	Site Server	1
	MFP	7
	Users	3,000
<b>Recommended Configuration</b>		<b>Cost</b>
Users		
Site Server		
MFP License		
Badge Reader		
MFP License Install		
Server install		
Site Server		
Pay Pal Gateway		
Pay Pal Install		
Year 1 M&S		
Year 2 M&S		
Year 3 M&S		
Year 4 M&S		
Year 5 M&S		
<b>Total Cost for Henderson</b>		

**Total Cost for locations 1-17:**

#### Supplier Bid Submission Checklist:

Supplier is responsible for meeting all bid requirements (including those not listed below):	
YES	NO
: Pg. 1 – Invitation to Bid completed & signed	
YES NO : Supplier did <u>not</u> include their own terms and conditions per section 36	
YES NO : Supplier attached documentation detailing the training, maintenance/service per section II.1.i.	
YES NO : Supplier attached letter from PaperCut per section II.1.j.	
YES NO : Form of Proposal completed in its entirety – no incomplete sections per Section II.2	
YES NO : Substitute W-9 completed	
YES NO : Supplier meets all requirements throughout the Invitation to Bid	

#### Substitute W-9 Form

If you are a new supplier with KCTCS, please register as a Supplier through the KCTCS Supplier Registration Portal so we may obtain your full contact information for ordering and payment. **New and existing suppliers, be sure to attach the completed Sub W9 Form below.**

The navigation is as follows:

- Click on the following link [https://systemoffice.kctcs.edu/vendor\\_information/index.aspx](https://systemoffice.kctcs.edu/vendor_information/index.aspx)
- Select Supplier Registration Portal (left side menu)
- Follow the steps in the instructions and online
- If you are an existing supplier, please include the SubW9 form with your bid proposal



<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:	
<b>E-mail address -- Please print LEGIBLY -- Required for electronic notification of payment to your bank account.</b>	
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