



**Kentucky Community and Technical College System
REQUEST FOR PROPOSAL (RFP)**

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

PROPOSAL NO.: RFP-0177	RETURN ORIGINAL COPY OF PROPOSAL TO: KENTUCKY COMMUNITY AND TECHNICAL COLLEGE SYSTEM PROCUREMENT TO PAYMENT SERVICES 300 North Main St. Versailles, KY 40383
Issue Date: August 28, 2017	
Purchasing Officer: Joseph L. Mattingly	
Phone: (859) 256-3264	
Schedule Name: Helicopter Training Program Partner	
Total number of Pages: 23 pages including cover sheet	

IMPORTANT: PROPOSALS MUST BE RECEIVED BY: September 27, 2017 4:00 PM EST

1. It is the intention of the Request for Proposal (RFP) to enter into competitive negotiation as authorized by KRS 45A.085.
2. Proposals for competitive negotiation shall not be subject to public inspection until negotiations between the purchasing agency and all Offerors have been concluded and a contract awarded to the responsible Offeror submitting the proposal determined in writing to be the most advantageous to the KCTCS, price and the evaluation factors set forth in the advertisement and solicitations for proposals considered.
3. An award of contract may be made upon the basis of the initial written proposals received without written or oral discussions.
4. Contracts resulting from this RFP must be governed by and in accordance with the laws of the Commonwealth of Kentucky.
5. The KCTCS reserves the right to request proposal amendments or modifications after the proposal receiving date.
6. The contents of the successful proposal shall become part of any contract awarded.

NOTICE

1. Any agreement or collusion among Offerors or prospective Offerors which restrains, tends to restrain, or is reasonably calculated to restrain competition by agreement to bid at a fixed price or to refrain from offering, or otherwise, is prohibited.
2. Any person who violates any provisions of KRS 45A.325 shall be guilty of a felony and shall be punished by a fine of not less than five thousand dollars nor more than ten thousand dollars, or be imprisoned not less than one year nor more than five years, or both such fine and imprisonment. Any firm, corporation, or association which violates any of the provisions of KRS 45A.325 shall, upon conviction, be fined not less than ten thousand dollars nor more than twenty thousand dollars.

AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION AND NON-CONFLICT OF INTEREST

I hereby swear (or affirm) under the penalty for false swearing as provided by KRS 523.040:

1. That I am the Offeror (if the Offeror is an individual), a partner, (if the Offeror is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the Offeror is a corporation);
2. That the attached proposal has been arrived at by the Offeror independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the Request for Proposal, designed to limit independent bidding or competition;
3. That the contents of the proposal have not been communicated by the Offeror or its employees or agents to any person not an employee or agent of the Offeror or its surety on any bond furnished with the proposal and will not be communicated to any such person prior to the official opening of the proposal;
4. That the Offeror is legally entitled to enter into contracts with the Kentucky Community & Technical College System, and is not in violation of any prohibited conflict of interest, including those prohibited by the provisions of KRS 45A.330 to .340, 164.390, and
5. That I have fully informed myself regarding the accuracy of the statement made above.

SWORN STATEMENT OF COMPLIANCE WITH CAMPAIGN FINANCE LAWS

In accordance with KRS45A.110(2), the undersigned hereby swears under penalty of perjury that he/she has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky and that the award of a contract to a bidder will not violate any provision of the campaign finance laws of the Commonwealth of Kentucky.

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

The Offeror by signing and submitting a proposal agrees as required by 45A.485 to submit final determinations of any violations of the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that have occurred in the previous five (5) years prior to the award of a contract and agrees to remain in continuous compliance with the provisions of the statutes during the duration of any contract that may be established. Final determinations of violations of these statutes must be provided to the KCTCS by the successful Offeror prior to the award of a contract.

CERTIFICATION OF NON-SEGREGATED FACILITIES

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

BIDS MAY ALSO BE VIEWED AT OUR WEBSITE: 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 Department of Procurement to Payment Services at 859-256-3483.

SIGNATURE REQUIRED: This proposal cannot be considered valid unless signed and dated by an authorized agent of the Offeror. Type or print the signator's name, title, address, phone number and email in the spaces provided. Offers signed by an agent are to be accompanied by evidence of his/her authority unless such evidence has been previously furnished to the issuing office.

Company Name

Address

City, State, Zip

Phone Number

Authorized Signature

Date

Typed or Printed Name

Title

Email

1. KCTCS OVERVIEW

The Kentucky Community and Technical College System, the largest institution of higher education in the Commonwealth, is composed of 16 comprehensive two-year colleges with more than 70 campuses throughout the state that serve approximately 80,000 students and nearly 5,000 businesses each year in credit programs leading to certificate, diploma, and associate degrees, pre-baccalaureate education for transfer to four-year institutions, and non-credit programs, customized business and industry training, professional continuing education, and personal enrichment opportunities.

Key areas of emphasis include increased access to postsecondary education and educational attainment, community and economic development, workforce education and training, adult education and literacy, agriculture and rural development, nursing and allied health professions, emerging technologies and high-growth, high-wage occupations, online education, global partnerships and international education, firefighter and emergency medical professionals, and homeland security education and training. For more information, consult our website at www.kctcs.edu

2. STATEMENT OF INTENT AND PURPOSE

The Kentucky Community and Technical College System (KCTCS) issues this Request for Proposal on the behalf of Madisonville Community College (MCC) for the purpose of partnering with a highly qualified organization to establish a helicopter training program with the goal of producing highly qualified commercial pilots. These skill sets will be attractive to employers throughout Kentucky and provide the workforce foundation for numerous new business starts and economic development opportunities in West Kentucky. The program will be a two-year continuous program with the successful student graduating with an associate's degree. In addition, the student will have obtained 5 aviation certifications enabling him/her to obtain a high-paying job in Kentucky in such fields as logistics, education, emergency response, healthcare, law enforcement, tourism, and/or construction services. The anticipated start date for the program is January 2018.

The flight training will originate at Madisonville Municipal Airport and MCC intends for the program to start with a beginning cohort of a minimum of 15 students or more and expand as the market and resources allow. To accomplish this goal, MCC wishes to collaborate and contract with a well established (more than 10 year history) as a Part 141 flight school which includes significant experience (more than 5 years) in producing qualified pilots in association with an accredited public non-profit institution of higher learning. It is anticipated that training will be conducted under Parts 141 and 61 based upon agreements of the parties involved.

2.1 AVIATION INDUSTRY SYNOPSIS:

1. Please provide a concise synopsis of the existing national and international aviation industry with particular emphasis upon helicopter pilots.
 - a. Describe the near term and long term plan to meet the workforce needs of the industry.
 - b. Identify any industry opportunities that the Offeror believes an MCC/Offeror program might leverage for our mutual success.

2.2 OFFEROR QUALIFICATIONS:

The successful Offeror shall demonstrate/ have demonstrated the following capacities in the previous experience or current operations:

1. Possession of a Part 141 flight school certificate for all levels of anticipated training (private pilot, Instrument, commercial, certified flight instructor and certified flight instructor instrument).
 - a. The Offeror should be willing to offer, or seamlessly articulate, the curriculum to support additional “add-on” training (such as fixed wing flight instructor, commercial and airline transport rating) to the greatest extent possible.
2. Past experience providing flight training specifically helicopter training, by working with an institution of higher education, preferably with a community college pursuant to a degree in connection with the training. The successful Offeror must be willing to relocate sufficient employees to Madisonville or Hopkins County, Kentucky. These employees include positions in management, pilots, maintenance, support personnel, equipment, etc.

Please include details of the following:

- a. The Offeror’s program’s graduation success rate.
 - b. The Offeror’s safety record.
 - c. A demonstration of the quality of the training provided.
 - d. A Description of the Offeror’s use of Advanced Training Devices and, if applicable, how these are incorporated into the overall training experience.
 - e. Employment success rate of programmatic graduated students from the Offeror’s training program.
 - i. Citation of notable graduates of the program with positive references on the value of the training received from the Offeror, and its impact on their life.
 - f. A demonstration of the Offeror’s graduates which have achieved four year degrees after completion of the program?
 - i. Describe your experience (or intention in this program) to interface with four year institutions once the students graduate from the Associate in Applied Science flight training.
 - g. Recent experience working with the Veterans Administration in flight programs.
 - i. Please detail if the Offeror currently is an approved provider and, if so, include all locations.
 - h. Describe any achievements or honors your program has received that you believe will support the successful startup and operation of this program at MCC.
3. A demonstration of adequate equipment in good operating condition along with related supporting materials, supplies, instructors, and support staff to support the training operations. A minimum of three (3) aircrafts must be provided in support of the initial cohort of 15 students.
 - a. The number and types of aircrafts for initial start-up.
 - b. A description of your maintenance ability relative to the simulators and helicopters.

- i. What ratio of mechanics and/or supporting personnel (to students/helicopters/simulators) do you intend to utilize in support of this partnership?
 - c. Does the Offeror have Federal Aviation Administration (FAA) approved Training Course Outlines that MCC may purchase, lease, or otherwise utilize as a basis for constructing a curriculum? The curriculum shall lead to an Associate of Applied Science in Aviation Technology. Below are the expected levels of certification that shall be obtained through this program:

Private
Instrument
Commercial
CFI (Certified Flight Instructor) helicopter
CFI (Certified Flight Instructor) instrument
4. Demonstrated financial stability and financial resources necessary to ensure that the Offeror can meet its obligations to the students and MCC upon program implementation and expansion. MCC anticipates that this program will expand rapidly, therefore, the successful Offeror must demonstrate be financially capability of providing 12-15 aircraft to support this program over the next 24 months.
 - a. Please include a description of the Offeror's previous experience with cost effectiveness and training efficiency.
 - b. Please submit sufficient documentation to demonstrate the organization's and/or team members' ability to financially manage the anticipated operations.
5. Proven experience using flight simulators and the ability to provide at least two (2) of the same models of simulators that emulate the make and model of equipment to be flown with respect to accurate instrument and avionics representations. If supporting a Robinson aircraft, the training device must support low G-Force bumping characteristics as per Federal Aviation Regulation 73 (FAR-73).
 - a. Does the Flight School currently own or lease flight simulator(s)?
6. Over the last 10 years, please include and list the number and nature of any reportable accidents or safety incidents by the Offeror's firm/institution(s).
7. Describe the Offeror's current or past community involvement and how it might become a good corporate citizen in the Madisonville/Hopkins County/West Kentucky community.
8. Describe the approximate number of students who have achieved Private Pilot, Instrument, Commercial, Certified Flight Instructor (CFI), Certified Flight Instructor Instrument (CFII) ratings since: inception, over the last five years, and within the last year of the Offeror's current/active program.
9. Please list/include/describe any of the following in which the Offeror is actively involved/equipped:
 - a. Pilot School Air Agency Certification and Letter of Authorization
 - b. Flight Standards District Office (FSDO)-approved Training Course Outline and Syllabus for each course currently offered

- i. The Offeror should be willing to maintain these certifications through the life of a partnership with MCC.
- c. Describe any experience (briefly) or contemplated interaction with training programs for foreign students (non-U.S. citizens).

10. Possess the required approval to recruit and train foreign students into the program i.e. be F-1 Student Visa Certified.

2.3 OFFEROR'S PROPOSED IMPLEMENTATION/SUSTAINMENT PLAN:

1. Provide a detailed breakdown and explanation of the Offeror's planned program and partnership to accomplish this initiative with MCC. Include a detailed description of all foreseeable aspects of the program and detailed explanations of the each parties (Offeror/MCC) role in the partnership. Please include vigorous detail into the proposed plan and specifics that would need to be fully vetted out prior to implementation of a contract/partnership. Please include detailed specifications of the following aspects as well:
 - a. Describe and list all existing and/or planned flight safety programs or initiatives.
 - b. Outline any necessary steps and time frames for establishing the program at MCC as quickly as possible.
 - c. Describe the experience, credentials, and number/type of the on-site staff initially needed to accommodate the approximately 15 students of the first cohort, and how the Offeror plans to staff up should the initial class be 30 or more students.
 - d. Identify the amount and type of space necessary at Madisonville Municipal Airport to support the successful operation of the flight-training program (hangar space, maintenance space, classroom, briefing, simulators, office, operations, etc.).
 - e. What is the Offeror's timetable to commence flying and maintenance schedule of helicopters at the Madisonville Municipal Airport-Kentucky?
 - i. The anticipated date for the first flight instruction would be the Spring 2018 semester.
 - f. Describe any recommended student program entry requirements beyond Federal Aviation Administration minimums. If any, why and what selective admissions requirements would you recommend.
 - g. Describe your experience and history in partnering for flight training with community colleges and/or institutions of higher learning.
 - h. Articulate any additional reasons that you should be favorably considered for the partnership with MCC (economic development opportunities, other ancillary businesses, etc.) which could benefit the community as well as MCC?

3. SCHEDULE OF IMPLEMENTATION AND PERIOD OF PERFORMANCE

After a review of the written proposals, the Offerors with the best proposals may be asked to attend oral interview sessions to be held at the KCTCS System Office, Versailles, Kentucky. All costs associated with the Offeror's required oral presentation will be solely the responsibility of the respective Offeror. Promises and commitments made by Offerors during oral presentations and demonstrations will be considered a part of the Offeror's proposal.

KCTCS reserves the right to reject any and all proposals, or any part thereof, or to accept any proposals or any part thereof, or to waive any informalities or defects in any proposal, as deemed to be in the best interest of KCTCS. KCTCS reserves the right to re-issue or change the RFP, and to obtain the professional services by any other measures.

4. SUBMISSION OF OFFER

Offerors desiring to respond to this Request for Proposal should submit one (1) original (clearly marked) written proposal with live signature, one (1) CD of the written proposal, and Eight (8) copies of their response. **No pre-proposal conference is planned.** Sealed proposals will be received in the offices of the KCTCS Procurement to Payment Services, Kentucky Community and Technical College System, 300 North Main Street, Versailles, Kentucky 40383, until Thursday, September 27, 2017, 4:00 p.m. Each proposal will be stamped with the time and date of receipt. Any proposal received after 4:00 p.m. will not be considered for an award of a contract. In accordance with KRS 45A.085, there will be no public opening. However, after contract award, the solicitation file will become a public record.

Schedule of Events

Issue Date for RFP	August 28, 2017
Deadline for Written Questions	September 12, 2017 @ 4:00pm EST
RFP Due Date	September 27, 2017 @ 4:00pm EST
Offeror Presentations	*To be Scheduled as needed

If an oral interview session is scheduled, it will be held at the KCTCS System Office, Versailles, Kentucky. All costs associated with the Offeror's required oral presentation will be solely the responsibility of the respective Offeror. Promises and commitments made by Offerors during oral presentations and demonstrations will be considered a part of the Offeror's proposal.

5. SITE VISIT

Offerors are encouraged to visit the proposed site of operations prior to submitting a response, if suitable. Any Offerors wishing to schedule a site visit must contact the college representative listed below. The college will not be responsible for additional charges for conditions at the site that could have been foreseen during a site visit. **Please contact Ray Gillaspie to schedule a site visit.**

Ray Gillaspie
ray.gillaspie@kctcs.edu
 270-824-8592

6. OFFEROR QUALIFICATIONS

KCTCS will consider proposals from qualified outside Offerors who are capable of meeting the terms and conditions stated herein. The Offeror must be ordinarily engaged in the business of providing these services and have sufficient experience, financial and human resources to provide the services specified in this proposal. The Offeror may be required to submit sufficient financial information, such as audited financial statements and Dunn & Bradstreet ratings, to allow KCTCS to evaluate the Offeror's ability to meet the responsibilities of the contract.

The Offeror must submit, with the proposal, references of other successful programs similar in nature to this request and offered at other organizations. Proposal should include no less than five (5) client references which may be contacted by KCTCS. At least one of those references should be an institute of Higher Education, preferably a community college or equivalent. Each reference provided should include contact information as well as information that will assist the RFP evaluators in determining the relative value of that reference being comparable to our organization. KCTCS reserves the right to request additional information, which will aid in the further evaluation of any Offeror's fitness to provide a successful or comprehensive program and experience.

Firms must be able to demonstrate the ability to provide full services for an organization as large and geographically dispersed as KCTCS. KCTCS currently employs approximately 3,900 full-time employees in more than 70 campuses throughout the Commonwealth of Kentucky.

7. PREPARATION OF PROPOSALS

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

Offeror will furnish the information required by this solicitation. The Offeror will sign the RFP and print or type name, title, firm, address, telephone number, email, and date. Erasures or other changes must be initialed by the person signing the offer. An offer signed by an agent is to be accompanied by evidence of his or her authority unless such evidence has been previously furnished to the issuing office. The signer shall further certify that the proposal is made without collusion with any other person, persons, company or parties submitting a proposal; that it is in all respects fair and in good faith without collusion or fraud, and that the signer is authorized to bind the principal Offeror.

The proposal should be prepared simply and economically, providing a straightforward concise description of the Offeror's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content. Each copy of the proposal should be bound in single volume where practical. All documentation submitted with the proposal should be bound in the single volume except as otherwise specified.

Any proposal containing terms and conditions not in conformity with the statutes of the Commonwealth of Kentucky may be rejected.

Note: 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.

8. ACCOMPANYING DOCUMENTATION

Offeror shall include with their presentation all accompanying documentation, forms, etc. in which the Offeror would propose KCTCS to complete, agree, or sign in the event a contract is awarded from this solicitation to the Offeror. This includes enrollment documentation, authentication forms, etc.

KCTCS reserves the right to reject any proposal based on this documentation, in the event it directly conflicts or is non-conforming with the laws of the Commonwealth of Kentucky and KCTCS Policies and Business Procedures.

9. PROPOSAL INSTRUCTIONS

A complete proposal will consist of the following. Number the sections of the response to relate to these criteria.

8.1 Proposal Information and Criteria

The following list specifies the items to be addressed in the Proposal. Please read the list carefully and address it completely and in the order presented to facilitate KCTCS review of the proposal. Proposals should be organized into the sections identified. The content of each section is further described below.

- Signed Authentication of Proposal and Statement of Non-Collusion and Non-Conflict of Interest Form (See page 1) Completed Vendor Taxpayer ID form
- Completed Reciprocal Preference Affidavit (if applicable)
- Transmittal Letter
- Executive Summary and Proposal Overview
- Offeror Qualifications
- Program Plan – Services Defined
- References and Past Experience
- Optional Services
- Financial Proposal

8.2 Signed Authentication of Proposal and Statements of Non-Collusion and Non- Conflict of Interest Form

The Offeror will sign, print or type name, firm, address, telephone number, date, and return page 1 of this RFP. The signer on page 1 will be required to initial subsequent erasures or other changes. A Proposal signed by an agent must be accompanied by evidence of authority unless such evidence has been previously furnished to the Procurement Officer. The signatory shall further certify that the Proposal is made without collusion with any other person, persons, company or parties submitting a Proposal, that it is in all respects fair and in good faith without collusion or fraud, and that the signer is authorized to bind the Offeror.

8.3 Transmittal Letter

The Transmittal Letter accompanying the RFP shall be in the form of a standard business letter and shall be signed by an individual authorized to legally bind the Offeror. The transmittal letter shall include:

- 1) A statement referencing all Addenda to this RFP issued by KCTCS and received by the Offeror. If no Addenda have been received, a statement to that effect should be included.
- 2) A statement that the Offeror's Proposal shall remain valid six (6) months after the due date.

- 3) A statement that summarizes any deviations or exceptions to the RFP requirements, including a detailed justification for the deviation or exception.

8.4 Executive Summary and Proposal Overview

The Executive Summary and Proposal Overview shall condense and highlight the contents of the technical proposal in such a way as to provide the evaluation committee with a broad understanding of the entire Proposal.

8.5 Aviation Industry Synopsis

Please provide a concise synopsis of the existing national and international aviation industry with particular emphasis upon helicopter pilots. Please identify and number your response in coordination with sub-section 2.1.

8.5 Offeror Qualifications

Provide brief narrative of the Company's history, expertise and financial viability. Including but not limited to:

- Legal name, e.g. "ABC Group, Inc."
- State of Incorporation
- A description of your corporate organization, e.g. parent corporation, subsidiaries, affiliated companies, distributors or wholly-owned franchises and how any particular group of companies will be involved in the Offeror's administration of any contract resulting from this RFP.
- Address all capacities of subsection **2.2 OFFEROR QUALIFICATIONS**. Please identify and number these capacities in coordination with sub-section 2.2.
- Provide a copy of audited financial statements for the three (3) most recent fiscal years for both the Offeror's corporate offices, as well as those of the local distributor.
- Identify any litigation or claim brought against your company within the last seven (7) years, which might reflect adversely on your company's professional image or ability in relation to providing services sought in this RFP.
- Is Offeror currently for sale or involved in any transaction to expand or to become acquired by or merged with another organization? If so, please explain. Has your company been involved in any reorganization, acquisition or merger within the last two (2) years? If so, please explain.
- Is Offeror currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, Offeror shall specify the pertinent date(s), details, circumstances, and describe the current prospects for resolution.
- Does Offeror have any relationship with a KCTCS member of the Board of Regents, employee, or other representative of KCTCS? If so, please explain in detail any potential or perceived potential conflict of interest for either the Offeror or KCTCS.

- Please include any other relevant financial information about your company that will aid KCTCS in evaluating the Company, its financial viability and its ability to appropriately service KCTCS.

Please complete, sign, and include the KCTCS Sub W-9 and Attachment A, Affidavit with Proposal.

8.6 Program Plan – Services Defined

Provide a brief narrative of how Offeror proposes to accomplish services described in this RFP. The Proposal shall, at a minimum, meet all mandatory services and subsections as described in Section 2.3 **OFFEROR’S PROPOSED IMPLEMENTATION/SUSTAINMENT PLAN.**

Please provide examples and exhibits of reports that will be made available to KCTCS.

8.7 References and Past Experience

Offeror shall supply the names, addresses, telephone numbers and complete contact information of three (3) references for which work has been accomplished within the last three (3) years. Include a complete description of the type of service(s) provided. References should be relevant with regard to the scope of services outlined in this RFP. By submitting a Proposal, the Offeror grants permission to KCTCS to contact references.

8.8 Optional Services

Fully describe and explain any optional services the Offeror will provide that are not part of the mandatory services.

8.9 Financial Proposal

Describe the pricing structure for the potential partnership/collaboration with MCC. Include previously identified facets from Section 2 as well as the factors listed below:

The pricing of the Offeror’s services (hours are for RFP pricing only and are no implied spending).

- Offerors should provide anticipated pricing for 200 hours of Rotary Flight training. This may include discussion of the efficiency of instruction and operations such that students achieve the five desired certifications at the lowest expense possible.
- The ability to deliver a “fixed cost” program is highly desirable.

Other Cost Considerations:

1. Use of aircraft(s)
2. Use of flight simulator(s)
3. Purchase, lease, etc. of Federal Aviation Administration approved TCOs.
4. Pricing Structure for implementation and beyond for sustained growth and program development.
5. Other associated costs

KCTCS will review all proposals and select the one the represents the best value for KCTCS.

10. EMPLOYMENT PRACTICES**9.1: Non Discrimination**

Offeror shall not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin, age, marital status, sexual orientation, veteran's status, or disability. Offeror must take affirmative action to ensure that employees, as well as applicants for employment, are treated without discrimination because of their race, color, religion, gender, national origin, age, marital status, sexual orientation, veteran's status, or disability. Such action shall include, but is not limited to, recruitment, hiring, placement, promotion, transfer, training and apprenticeship, compensation, layoff, termination, and physical facilities. Offeror agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this clause.

9.2: Executive Order 11246

Offeror shall, in all solicitations or advertisements for employees placed by or on behalf of the Offeror, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, gender, national origin, and age, marital status, sexual orientation, veteran's status or disability. Offeror shall comply with the nondiscrimination clause contained in Federal Executive Order 11246, relative to Equal Employment Opportunity for all persons with regard to race, color, religion, gender, national origin, age, marital status, sexual orientation, veteran's status, or disability. Offeror shall comply with and the implementation of rules and regulations prescribed by the Secretary of Labor and with Title 41 Code of Federal Regulations, Chapter 60. Offeror shall comply with all related Commonwealth of Kentucky laws and regulations.

9.3: Title 20

Offeror shall comply with the 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 1178 and the Federal Rehabilitation Act of 1973.

9.4: Other Acts

Offeror shall comply with the Civil Rights Act of 1964, any amendments thereto, and the rules and regulations there under; Section 504 of Title V of the Vocational Rehabilitation Act of 1973 as amended; and the Kentucky Civil Rights Act.

Offeror shall comply with the Americans with Disabilities Act of 1990.

9.5: Future Acts, Laws, and Regulations

Offeror shall comply with any future federal acts, laws, and regulations, and Kentucky state acts, laws, and regulations as they relate to employment programs when such acts, laws, and regulations become effective.

11. INSURANCE

Before the Offeror becomes entitled to any rights under this contract and prior to taking any action under this contract, Offeror shall have a certificate of Insurance for Offeror's in-force insurance issued to the Kentucky Community & Technical College System for the following policies and limits.

Minimum liability coverage must be:

General Liability:	\$2,000,000 General Aggregate \$2,000,000 Products/Completed Operations Aggregate Limit \$1,000,000 Personal & Advertising Injury Limit (Per Person or Organization) \$1,000,000 Each Occurrence Limit
Automobile Liability:	\$1,000,000 Combined Single Limit
Workers Compensation:	Statutory
Employers Liability:	\$500,000 bodily injury by accident - each accident \$500,000 bodily injury by disease – policy limit \$500,000 bodily injury by disease – each employee

The successful Offeror must name the Kentucky Community & Technical College System as an additional insured with respects to general liability and automobile liability. The vendor's General Liability and Automobile Liability insurance coverage is to be primary and non-contributory and a waiver of subrogation in favor of KCTCS will apply. KCTCS will have the right to terminate this Agreement immediately upon written notice to the Offeror in the case insurance coverage falls below the stated levels of this RFP. Copies of the Insurance Certificates are to be furnished to the KCTCS Procurement to Payment Services Department. Modification of this requirement must be requested in writing with supporting statements, prior to the time of the proposal submission.

12. COST OF PREPARING PROPOSAL

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

Selected respondents may be asked to provide an in-person presentation. Costs for travel and delivery of these presentations are solely the responsibility of the selected vendors.

13. ORAL PRESENTATIONS

As part of the evaluation process, the Offerors who submit a proposal in response to this RFP may be required to give an oral presentation. All costs associated with the Offeror's required oral presentation will be solely the responsibility of the respective Offeror. Promises and commitments made by Offerors during oral presentations and demonstrations will be considered a part of the Offeror's proposal.

14. ADDENDA

KCTCS reserves the right to request modifications after the specified receipt date if in the best interest of KCTCS. In the event it is necessary to revise any part of the Request for Proposal after initial mailing, an addendum will be mailed to all who received the initial RFP or who have subsequently requested one. Receipt of an addendum to a solicitation by an Offeror must be acknowledged by signing and returning the addendum. Such acknowledgment must be received prior to the hour and date specified for receipt of offers.

Any "addenda" issued by KCTCS Procurement to Payment Services prior to the time for receiving proposals shall be covered in the proposal and in closing a contract they shall become a part thereof. Such "addenda" shall be acknowledged in the proposal. No instructions or changes shall be binding unless documented by a proper and duly issued Addendum.

15. EXPLANATIONS

Unless it is demonstrated that an adequate response cannot be developed with the data provided in this RFP, KCTCS will not provide additional data based on request from individual respondents. Proposals should be based on the data contained in this RFP. If KCTCS decides to distribute additional information, it will be distributed to all Offerors in accordance with paragraph 13.0 above. Any explanation desired by an Offeror regarding the meaning or interpretation of the solicitation, specifications, etc., must be requested in writing and with sufficient time allowed for a reply to reach Offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective Offeror concerning the solicitation will be furnished to all prospective Offerors as an amendment of the solicitation if such information is necessary to Offerors in submitting offers on the solicitation or if the lack of such information would be prejudicial to uninformed Offerors. KCTCS reserves the right to require verification or clarification of data and information presented in the Offeror's proposal.

16. RESTRICTIONS ON COMMUNICATIONS IN REGARD TO THIS RFP

From the issue date of this RFP until a contract award is made, Offerors are strictly forbidden to communicate about the subject of the RFP with any KCTCS administrator, faculty, staff, or member of KCTCS Leadership or Board of Regents. Offerors may communicate only with Procurement to Payment Officials.

KCTCS reserves the right to reject the Proposal from any Offeror violating this provision.

17. QUESTIONS

All questions should be submitted in writing to:

Joseph L. Mattingly, Lead Procurement to Payment Analyst
KCTCS Procurement to Payment Services
Kentucky Community and Technical College System
300 North Main St.
Versailles, KY 40383

Questions may be transmitted via email to joe.mattingly@kctcs.edu, no later than **September 12, 2017 by 4:00 p.m. EST**. Questions pertaining to this RFP will not be accepted after this date and time. Questions via phone call are not permitted.

Proposals will not be accepted via fax or email.

18. EVALUATION OF PROPOSALS

Contract award will be made by the office of KCTCS Procurement to Payment Services after evaluation by the committee selected solely for this purpose. Please prepare your offer addressing each of the criteria listed in order of relative importance. Number the sections of your response to relate to these criteria. Proposals will be evaluated using a predetermined method to ascertain which proposer best meets the needs of KCTCS. The evaluation will be based on:

1. Offeror Qualifications
2. Program Plan – Services Defined
3. References and Past Experience
4. Optional Services
5. Financial Proposal

Note: Proposals must contain responses to each of the criteria listed in Section 8.0 even if Offeror's response cannot satisfy those criteria. A Proposal may be rejected if, in the sole judgment of KCTCS, it is deemed to be conditional or incomplete.

19. METHOD OF AWARD

KCTCS may award contracts to multiple Offerors, at the sole discretion of KCTCS Procurement to Payment Services. KCTCS Procurement to Payment Services may award a contract to that responsive and responsible Offeror whose proposal, conforming to this solicitation, will be the most advantageous to KCTCS based on the criteria as shown in the Evaluation of Proposal section. Final determination shall be the responsibility of KCTCS. Only those proposals received which reflect a comprehensive appreciation of the requested services to KCTCS and offer a realistic solution that will benefit KCTCS will be considered for award of a contract. An award of a contract shall be made by KCTCS to the Proposer who offers the best proposal and with whom negotiations result in a contract package of greatest benefit to KCTCS based upon evaluation methods contained herein.

20. REJECTION OF PROPOSALS

KCTCS reserves the right to reject any and all proposals and to waive technicalities and minor irregularities in proposals for good cause.

Grounds for the rejection of a proposal include, but shall not be limited to:

- Failure of a proposal to conform to the essential requirements of the solicitation.
- A proposal imposing conditions, which would modify the terms and conditions of the solicitation, or limit the Offeror's liability to KCTCS on the contract awarded on the basis of such solicitation.

- Failure of the Offeror to sign the required documents.
- Any proposal determined by KCTCS to be unreasonable as to price.
- Proposals received that are determined to be from Offerors who are not qualified.

Technicalities or minor irregularities in a Offeror's proposal may be waived, when KCTCS determines that it will be in the their best interest to do so, are mere matters of form not affecting the material substance of a proposal or some immaterial deviation from or variation in the precise requirements of this RFP and having no or a trivial or negligible effect on price, quality, quantity or delivery of supplies or performance of the services being procured, the correction or waiver of which will not affect the relative standing of, or be otherwise prejudicial to other Offerors. KCTCS may either give an Offeror an opportunity to cure any deficiency resulting from a technicality or minor irregularity in its proposal, or waive such deficiency where it is advantageous to KCTCS to do so.

21. NONCONTIGENT FEES

No person or selling agency shall be employed or retained or given anything of monetary value to solicit or secure the resulting contract, except bona fide employees of the Offeror or bona fide established commercial or selling agencies maintained by the Offeror for the purpose of securing business. For breach or violation of this provision, KCTCS shall have the right to reject the proposal, annul a resulting contract without liability, or, at its discretion, deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage, contingent fee or other benefit.

22. GENERAL

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

Any contract awards made from this solicitation will not guarantee any amount of work or performance to the Offeror on the behalf of KCTCS. The 16 colleges within the system of KCTCS have the sole discretion to utilize any contracts awarded from this RFP, but shall not be bound to use of a singular supplier/contract.

23. ENTIRE AGREEMENT

The resulting contract(s) will represent the entire agreement between the parties with respect to the subject matter thereof and will supersede all prior negotiations, representations or agreements, either written or oral, between the parties hereto relating to the subject matter hereof and shall be independent of and have no effect upon any other contracts. A record of formal contract negotiations between the contractual parties will be prepared by KCTCS and will become a permanent part of the contract file.

24. CONTRACT CHANGES

The resulting contract, and any amendments thereto, from this solicitation shall be held in respect of sole ownership of KCTCS. No modification or change of any provision in the resulting contract shall be made, unless such modification is mutually agreed to in writing by the Offeror and the KCTCS Procurement to Payment Services, and incorporated as a written amendment to the KCTCS contract. Any amendments to this contract must be made by KCTCS and expressly certified as an amendment to the contract as a contract amendment document provided on KCTCS letterhead or KCTCS Personal Service Contract letterhead. Other documentation provided by the Offeror to be construed as an amendment shall not be considered binding, unless accompanied by a KCTCS amendment document, on KCTCS letterhead, with full KCTCS signature execution.

25. ADDITIONAL RELATED PRODUCTS OR SERVICES

KCTCS reserves the right to add additional related services based on the original offer. Upon mutual consent of KCTCS and the Offeror on pricing, performance, etc., said additional services may be added to the contract.

26. EXTENSION TO OTHER INSTITUTIONS

The Offeror should be willing to extend the provision of services, under the resulting contract to any other public institution of higher education of the Commonwealth of Kentucky. Such extension will be under terms and conditions substantially the same as those in the resulting contract except that pricing will be negotiated based on then current rates for the specific level of services required.

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

28. TERM OF CONTRACT

The Price Contract resulting from this solicitation shall be for an initial period of no less than two (2) years with the possibility of a maximum five (5) future renewals, for one (1) year periods. Renewal is not guaranteed, but may be executed by mutual agreement.

A Personal Service Contract will be issued for any consulting/professional/personal services relating to this RFP and shall be subject to review by the Legislative Research Commission Government Contract Review Committee. Personal Service Contracts are mandated to not exceed the Biennium in which they are established. The current Biennium ends on June 30, 2018. Renewal is not guaranteed, but may be executed upon mutual agreement.

29. EFFECTIVE DATE

The effective date of the price contract will be established upon award of the contract(s) to Offeror(s). The effective date will be determined effective upon the date of award, upon mutual agreement of the successful Offeror and KCTCS.

Any Personal Service Contract derived from this RFP will be dated subsequently after review of submitted proposals, and upon approval of the Kentucky Government Contract Review Committee.

30. TERMINATION OF CONTRACT

The contract resulting from this RFP shall be subject to the following termination provisions:

- for default
- non performance
- for Offeror bankruptcy
- for unavailability of funds
- for convenience
- otherwise as specifically provided by the contract

If it is determined to be in the best interest of KCTCS to do so, the contract may be terminated, upon (90) days notice, at the convenience of KCTCS.

31. SERVICE PERFORMANCE

All services performed under this contract shall be in accordance with the terms and provisions of the contract. It will be the responsibility of KCTCS to ensure that such services rendered are performed and acceptable.

Major deviations of services performed will not be made without the written approval of the Procurement to Payment Services Department, KCTCS. Problems that arise under any aspect of performance should first be resolved between KCTCS Human Resources, KCTCS System Director of Human Resources and the Successful Offeror. If such problems and/or disagreements cannot be so resolved they should be referred to the Director/Manager of Procurement to Payment Services, KCTCS for settlement by either party in writing.

32. SUBCONTRACTING

No part of the operation may be subcontracted without prior approval of Kentucky Community and Technical College System, KCTCS Procurement to Payment Services, or unless approved prior to the award of the contract.

33. CONTRACT ASSIGNMENT

The Offeror is prohibited from assigning, transferring or subletting the contract or its rights, title or interest or its power to execute the contract to any other person, company or corporation without written approval of KCTCS Procurement to Payment Services. In the event of a change in company ownership, KCTCS reserves the right to re-advertise the contract.

34. METHOD OF PAYMENT

Payments shall be made, and invoices received on a monthly basis, for work performed in the past calendar month. The successful Offeror shall submit billing/invoices to the KCTCS within the first ten (10) workdays of each following month. Invoices should contain the KCTCS contract number. Payment will be made upon receipt of acceptable documentation and agreement that work was satisfactorily performed. KCTCS' payment terms are NET 30 days.

35. INDEMNITY

The Offeror shall hold harmless and indemnify KCTCS against all claims, suits, actions, costs, counsel fees, expenses, damages, and judgment in decrees by reason of persons or property being damaged or injured by the Offeror during the term of the contract, whether by negligence or otherwise.

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.

36. PERSONAL INFORMATION SECURITY

To the extent Offeror receives Personal Information as defined by and in accordance with Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, 61.932 and 61.933 (the "Act"), Offeror shall secure and protect the Personal Information by, without limitation: (i) complying with all requirements applicable to non-affiliated third parties set forth in the Act; (ii) utilizing security and breach investigation procedures that are appropriate to the nature of the Personal Information disclosed, at least as stringent as KCTCS' and reasonably designed to protect the Personal Information from unauthorized access, use, modification, disclosure, manipulation, or destruction; (iii) notifying KCTCS of a security breach relating to Personal Information in the possession of Offeror or its agents or subcontractors within seventy-two (72) hours of discovery of an actual or suspected breach unless the exception set forth in KRS 61.932(2)(b)2 applies and Offeror abides by the requirements set forth in that exception; (iv) cooperating with KCTCS in complying with the response, mitigation, correction, investigation, and notification requirements of the Act, (v) paying all costs of notification, investigation and mitigation in the event of a security breach of Personal Information suffered by Offeror; and (vi) at KCTCS' discretion and direction, handling all administrative functions associated with notification, investigation and mitigation.

37. ACCESS TO RECORDS

The Contractor, as defined in KRS 45A.030 (9) agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this contract for the purpose of financial audit or program review. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the contract and shall be exempt from disclosure as provided in KRS 61.878(1)(c). The contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884.

38. PUBLIC INFORMATION

KCTCS is a governmental entity subject to disclosure obligations under KRS 61.870 through 61.884 or successor legislation. Information clearly marked “confidential” under this agreement shall be treated as information identified by the Offeror as confidential, trade secret, commercially sensitive information and shall not be disclosed except as provided by law.

39. DISCLOSURE OF OFFEROR’S RESPONSE

The RFP specifies the format, required information and general content of proposals submitted in response to this RFP. KCTCS will not disclose any portions of the proposals prior to contract award to anyone outside of KCTCS Procurement to Payment Services, KCTCS Administrative staff, representatives of the State of Kentucky or Federal Government (if required) and the members of the committee evaluating the proposals. After a contract is awarded in whole or part, KCTCS shall have the right to duplicate, use or disclose all proposal data submitted by Offerors in response to this RFP as a matter of public record.

Any submitted proposal shall remain valid twelve (12) months after the proposal due date.

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

40. AUTHORIZATION TO DO BUSINESS IN KENTUCKY

The Offeror affirms that it is properly authorized under the laws of the Commonwealth of Kentucky to conduct business in this state and will remain in good standing to do business in the Commonwealth of Kentucky for the duration of any contract awarded.

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

41. GOVERNING LAW

The contract shall be construed according to the laws of the Commonwealth of Kentucky. Any legal proceedings against KCTCS regarding this RFP or any resultant contract shall be brought in Commonwealth of Kentucky administrative or judicial forums.

42. KENTUCKY RECIPROCAL PREFERENCE LAWS

In accordance with KRS 45A.490 to 45 A.494, Kentucky Resident Bidder Status or Qualified Bidder Status, a resident Offeror of the Commonwealth of Kentucky shall be given a preference against a nonresident Offeror. In evaluation of proposals, KCTCS will apply a reciprocal preference against an Offeror submitting a proposal from a state that grants residency preference equal to the preference given by the state of the nonresident Offeror. Residency and non-residency shall be defined in accordance with KRS 45A.494 (2) and 45A.494 (3), respectively. Any Offeror claiming Kentucky residency status must submit with its bid/proposal a notarized affidavit with support documentation affirming that it meets the criteria as set forth in the above referenced statute.

43. SECURITY OF INFORMATION

The Offeror certifies that he/she shall not at any time release or divulge any information concerning the services covered by any contract award derived from the terms of this Request for Proposal to any person or any public or private organization without prior approval of KCTCS.

44. INTELLECTUAL PROPERTY

Ownership of the intellectual property generated for KCTCS by any contract resulting from this solicitation and paid for in accordance with the agreed upon fee schedule shall reside with KCTCS. Furthermore, KCTCS shall use any images, slogans or other concepts developed under the terms of the resulting contract without additional charge for royalties to the Offeror. Notwithstanding, however, that adjustments to existing pieces or new designs will be charged at the rates specified in the fee schedule of the contract. Any intellectual or commercial property rights created or obtained through performance of a contract with KCTCS shall belong to KCTCS. Neither Offeror nor its officers, directors, agents, or employees shall have authority to apply for the ownership or registration of any intellectual or commercial property rights created or obtained through performance of services provided. Nor shall Offeror, its officers, directors, agents, or employees use KCTCS intellectual or commercial property during the term of the agreement for any purpose other than providing the services and after the termination of the agreement for any purpose.

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.

ATTACHMENT A

KENTUCKY COMMUNITY AND TECHNICAL COLLEGE SYSTEM

KCTCS PROCUREMENT TO PAYMENT

CONTRACTOR'S AFFIDAVIT

Pursuant to KRS 45A.480 the undersigned hereby swears or affirms, under penalty of perjury, that all contractors and subcontractors employed, or that will be employed, under the provisions of this contract shall be in compliance with the requirements for Worker's Compensation Insurance according to KRS Chapter 342 and Unemployment Insurance according to KRS Chapter 341.

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.

RFP-0177 Helicopter Training Program Partner

Signature Date

Printed Name

Title

Name of Company

State of _____ County of _____

Subscribed and sworn to before me by _____,
Affiant Title

Of _____ this _____ day of _____, 2017
Company Name

Notary Public

My commission expires: _____

Purchase Order		Purchase Order Information		<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					
Remittance		Remittance Address as it appears on your invoice			
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.

Direct Deposit Information (All fields are required to receive ACH electronic direct deposit payments)	
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 LEGIBLY -- 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