



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

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

<b>PROPOSAL NO.:</b> RFP-0178	<b>RETURN ORIGINAL COPY OF PROPOSAL TO: KENTUCKY COMMUNITY AND TECHNICAL COLLEGE SYSTEM PROCUREMENT TO PAYMENT SERVICES 300 North Main St. Versailles, KY 40383</b>
<b>Issue Date:</b> December 14, 2017	
<b>Purchasing Officer:</b> Joseph L. Mattingly	
<b>Phone:</b> (859) 256-3264	
<b>Schedule Name:</b> Real Estate Appraisal Services	
<b>Total number of Pages:</b> 17 pages including cover sheet	

**IMPORTANT: PROPOSALS MUST BE RECEIVED BY: January 16, 2018 @ 4:00 PM EST**

- It is the intention of the Request for Proposal (RFP) to enter into competitive negotiation as authorized by KRS 45A.085.
- 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.
- An award of contract may be made upon the basis of the initial written proposals received without written or oral discussions.
- Contracts resulting from this RFP must be governed by and in accordance with the laws of the Commonwealth of Kentucky.
- The KCTCS reserves the right to request proposal amendments or modifications after the proposal receiving date.
- The contents of the successful proposal shall become part of any contract awarded.

NOTICE

- 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.
- 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:

- 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);
- 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;
- 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;
- 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
- 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](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 KCTCS 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

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Title

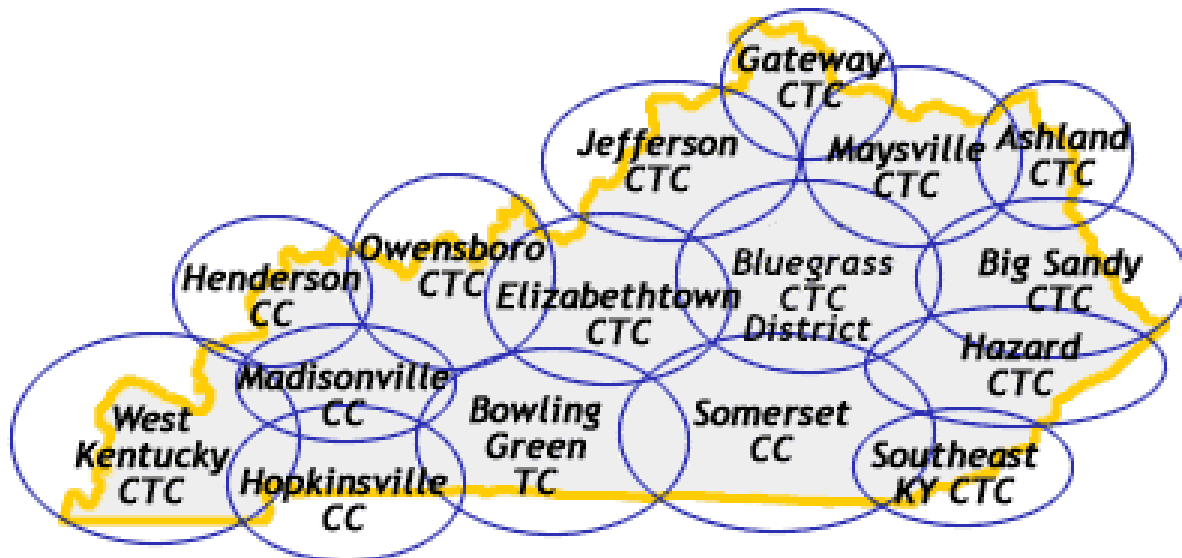
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Email

## 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](http://www.kctcs.edu)

**Kentucky Community and Technical College System comprises of 16 colleges with over 70 campuses.**



## 2. STATEMENT OF INTENT AND PURPOSE

The Kentucky Community and Technical College System (KCTCS) issues this Request for Proposal for the purpose of providing Real Estate Appraisal services for the Kentucky Community and Technical College System (KCTCS) under the guidelines described below. It has been determined that KCTCS personnel are not available nor is it feasible to utilize KCTCS employees for these services. In accordance with Kentucky Revised Statutes 45.A 695(3), KCTCS is required to solicit proposals from qualified providers of personal services.

### **Project Description, Context, and Background**

KCTCS is seeking to contract with multiple certified real estate appraisers that are licensed within the Commonwealth of Kentucky and are on the Kentucky Transportation Cabinet's Pre-qualified Fee

Appraiser's List. KCTCS will establish Personal Service Contracts for appraisal services from the responses to this request for proposals.

The initial contract period will be for two (2) years from July 1, 2018 through June 30, 2020, with an option to extend the contract period for additional periods upon mutual written agreement.

KCTCS reserves the right to contract with other appraisal firms, as meet their needs.

### **Project Scope**

The KCTCS Office of Facilities Support Services will notify the Successful Offeror of the specific property requiring an appraisal. The Successful Offeror shall provide the KCTCS Office of Facilities Support Services with a price and timeframe (**shall not exceed 30 days**) for the requested appraisal to be completed.

The fee for appraisal services is not to exceed **\$560.00 per day**, as set by the Government Contract Sub-Committee. If new rates are established they shall be incorporated into any established contract. The fee for each appraisal shall be negotiated and agreed upon by the contractor and the KCTCS Director of Asset Management.

The Successful Offeror shall provide one (1) full narrative appraisal of real property as requested and negotiated with the KCTCS Office of Facilities Support Services. Full narrative appraisals shall be submitted to the KCTCS Office of Facilities Support Services no later than 30 days from the request for an appraisal.

### **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 Five (5) 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 **Tuesday, January 9, 2018, 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	December 14, 2017
Deadline for Written Questions	January 3, 2018 @ 4:00pm EST
RFP Due Date	January 16, 2018 @ 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. 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.

### 6. SUPPLIER TERMS & CONDITIONS

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

### 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**

Proposals must include all information requested. Failure to submit all information may result in a lower ranking of the proposal. Any proposals that are substantially incomplete or lack key information may be rejected.

- A. Proposals must address each of the requirements noted in this document in the same order as listed to be considered responsive. Proposals should reference each identified requirement explaining how the proposer's solution meets the specified requirement.
- B. Narratives should provide a concise description of capabilities to satisfy the requirements of this RFP. Emphasis should be on clarity, brevity and completeness of response.
- C. Where practical, each copy of the proposal should be bound or contained in a single volume. All documentation submitted with the proposal should be contained in that single volume.

### **Requested Information from Vendor**

1. Overview and Philosophy – Provide a general overview of the Contractor's organization.

- 2. Staffing – Describe the staff involved. Provide a summary of their experience and qualifications, including type and number of state licenses.
- 3. Proposal shall state for what geographical areas Contractor is able to provide appraisal services
- 4. Proposals shall include an estimate of how quickly the firm can respond to a request for a specific appraisal
- 5. Fees - Provide a price list that includes daily rates, fees for all the specific deliverables and services listed above or other methods of fee assessment which may be used for invoicing KCTCS.

**10. 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.

**11. 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.**

**12. 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.

**13. 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.

**14. 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.

**15. 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.

**16. 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](mailto:joe.mattingly@kctcs.edu), no later **than January 3, 2018 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.**

### **17. 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 17 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.

### **18. 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.



**19. 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 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.

**20. 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.

**21. 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.

**22. 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.

**23. 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.

**24. 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.

**25. 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.

**26. 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.

**27. TERM OF CONTRACT**

The personal service contract/contracts resulting from this RFP will be written for the services included as described in this RFP. The personal service contract/contracts 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.

**28. EFFECTIVE DATE**

The effective date of any Personal Service Contract from this RFP will be July 1, 2018, and subject to approval by the Kentucky Government Contract Review Committee.

**29. 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.*

**30. 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.

**31. 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.

**32. 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.

**33. 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.

**34. 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.

**35. 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.

**36. 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.

**37. 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.

**38. 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.

**39. 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.

**40. 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.

**41. 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.

**42. 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.

**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.

<b>Substitute W-9 Form</b>
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.







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

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

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

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

PRINTED NAME

Authorized Signature

Date