



REQUEST FOR PROPOSAL

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

PROPOSAL NO.: RFP – 0180 Issue Date: February 27, 2018 Purchasing Officer: Vickie Dillon Phone: No phone calls Email: Vickie.Dillon@kctcs.edu Schedule Name Sponsorship for Welding Technology at Gateway	RETURN ORIGINAL COPY OF PROPOSAL TO: KENTUCKY COMMUNITY AND TECHNICAL COLLEGE SYSTEM PROCUREMENT TO PAYMENT SERVICES DEPARTMENT RFP #0180 300 North Main St. Versailles, KY 40383
--	--

IMPORTANT: PROPOSALS MUST BE RECEIVED BY: March 21, 2018, 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 RFP 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 RFP 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 offeror will not violate any provision of the campaign finance laws of the Commonwealth of Kentucky.

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

The Service Provider 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 Service Provider prior to the award of a contract.

CERTIFICATION OF NON-SEGREGATED FACILITIES

The Service Provider, 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.

RFP'S MAY ALSO BE VIEWED AT OUR WEBSITE: http://systemoffice.kctcs.edu/Vendor_Information. All RFPs 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 fax number 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 Address

I. Overview

The Kentucky and Community Technical College System, the largest institution of higher education in the Commonwealth, is comprised of 16 comprehensive two-year colleges with more than 70 campuses throughout the state that serve more than 87,000 students and 5,300 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.

Gateway Community and Technical College is one of 16 colleges in the Kentucky Community and Technical College System and is Northern Kentucky's only public, accredited, comprehensive two-year institution. Gateway offers high-quality, targeted education to meet the personal and professional needs of students, and contribute to the economic development of the region.

With credits in more than 30 subject areas, students can earn certifications and/or pursue AA, AS and AAS degrees, which transfer to accredited higher education institutions. Gateway's nationally recognized online courses make going to college even more accessible. In addition, high school students can earn college credit through the early college program.

Gateway's Workforce Solutions provides assessments, training and certifications that boost advancement in many career paths. Staff works with employers to develop strategies for employee recruitment, development and retention.

Gateway offers credentials in welder helper, gas welder, ARC cutter, shielded metal arch welding, gas metal ARC welding and gas Tungsten ARC welding certificates. These are in addition to the combination welder, tack welder, production line welder and ARC welder certificates Gateway offers. Students may also stack these certificates to earn an associate in applied science in welding technology degree. Gateway is also an AWS training and certification site.

Enrollment numbers for Fall 2017 (unofficial): 62

II. Scope

Gateway Community & Technical College issuing this Request for Proposal to invite qualified and responsible firms to respond to this sponsorship opportunity. The Kentucky Community & Technical College System must comply with applicable state laws, regulations and procedures as they relate to donations, sponsorships, procurement and other acquisitions. The intent of this contract between the awarded sponsor and Gateway is to accomplish the following:

- A. Gateway will allow the Sponsor to promote the Sponsor and the Welding Technology program at Gateway by use of signage, banners, sales literature including during all welding competitions and training exercises within the premises at the Welding Technology program locations.
- B. The Sponsor will allow Gateway's Welding Technology program to use the Sponsor's welding equipment at the program location at no cost to the college. The equipment will be used by faculty, staff and students of the Welding Technology program. Gateway will maintain the equipment in good working order throughout the agreement.
 - a. The type of equipment requested:
 1. Quantity 10: Multiple process welding machine capable of performing Gas Metal, Gas Tungsten, Shielded Metal and Fluxcore welding processes with all needed

accessories including ground and work leads, MIG Gun, TIG torch, pedals, remotes, connection hoses and power assemblies.

2. Quantity 2: Manual Plasma Cutting Systems, 100% duty cycle capacity, Plasma Torch cable assembly, consumables, nozzles, electrodes and swirl rings provided upon request.

- b. All equipment proposed and delivered by the Sponsor must be "New and Current Model(s)". No used equipment or demonstrator models will be acceptable. All serial number tags, FCC approval numbers, model numbers, etc. must be affixed on each piece of equipment at the time of delivery. Equipment will be inspected and rejected if these numbers are not affixed or have been altered.
- c. All equipment and assemblies of equipment offered in response to this RFP shall be in full compliance with all current applicable standards established by Federal, State, and Local governments, including, but not limited to OSHA, NFPA 70, NFPA 79, the Kentucky Building Code and all applicable references noted therein.
- d. The equipment must also be listed and labeled by a nationally recognized testing laboratory (NRTL) or certified by field evaluation and labeled by a third party nationally recognized testing laboratory (NRTL) acceptable to the authority having jurisdiction in Kentucky to certify compliance with applicable codes and safety requirements. If a listing does not exist or third party certification cannot be provided for said equipment, the services of a Professional Engineer licensed in the Commonwealth of Kentucky may also be procured by the offeror to certify that the equipment has been constructed in accordance with NFPA 79 and UL 508A standards and their references. All costs associated with required listings or certifications shall be the responsibility of the offeror. Each piece of equipment or assembly of equipment offered in response to this RFP shall either be listed and labeled or certified and labeled prior to shipment by the successful offeror.

C. Gateway will provide individual instruction in multiple welding processes, machine adjustments, machine maintenance, and machine operating procedures including newly developed and/or updated equipment.

III. Schedule of Events

Issue date of RFP	February 27, 2018
Deadline for Written Questions	March 9, 2018
RFP Due Date	March 21, 2018; 4:00PM Eastern Time
Site Visit	None
Offeror Presentations	*To be Scheduled if desired by Gateway

If an oral interview session is scheduled, it will be held at one of the Gateway Community and Technical College campuses in 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.

IV. Addenda/Explanations

- A. 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 who received the initial RFP or who have subsequently requested one. Receipt of an amendment to the solicitation by an Offeror must be acknowledged by signing and returning the amendment or by letter. Such acknowledgement must be received before a contract will be awarded.

- B. 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 potential Offerors prior to the deadline for questions. 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. In the event any item, requirement, term or condition of this RFP is not clear, or is not according to regulation, it shall be the sole responsibility of the interested prospective Offeror to inquire as to intent, or to state the exception in writing by the questions deadline.

Questions may be transmitted via email at Vickie.Dillon@kctcs.edu, no later than March 9, 2018. Questions will not be answered via the phone.

Proposals that are faxed or emailed will be deemed nonresponsive.

- C. 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 interpretation or change in this Request for Proposal shall be binding except when such change is duly issued by Addendum to RFP by KCTCS Procurement to Payment Services.

V. **Cancellation of Proposal**

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

VI. **Preparation of Proposals**

- A. Offeror is expected to examine all specifications, terms, conditions, and instructions in this Request for Proposal. Failure to do so will be at the Offeror's risk.
- B. Offeror will furnish the information required by this RFP. The Offeror will sign the RFP cover page and print or type name, firm, address, telephone number and date. The person signing the offer must initial erasures or other changes. 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.
- C. 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.
- D. Any proposal containing terms and conditions not in conformity with the statutes of the Commonwealth of Kentucky may be rejected.

- E. Costs of developing the proposals are solely the responsibility of the offeror. KCTCS will provide no reimbursement for such costs. Select 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 offerors.

VII. Submission of Proposal

Firms desiring to respond to this Request for Proposal should submit one (1) original (clearly marked) with live signature, one (1) CD of the written proposal, and five (5) copies of their response. Sealed proposals will be received in the offices of the Procurement to Payment Services to the following address until **4:00 p.m. EST on March 21, 2018**.

Kentucky Community and Technical College System
Procurement to Payment, RFP-0180
300 North Main Street
Versailles, Kentucky 40383

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.

VIII. Evaluations 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. The proposals quality and responsiveness in clearly stating the understanding of the sponsorship relationship and responsibilities of each party.
2. The proven experience provided for that of the proposer's welding equipment.
3. The proven experience provided relating to the welding field, including ordinarily engaged in the business of providing these services and have sufficient experience, financial resources to provide the services specified in this proposal.
4. The Proposer's experience and expertise in successfully providing similar services.
5. Training by the offeror.
6. Offeror background.
7. References provided.
8. Any deviations from stated requirements.
9. Optional services/incentives.

IX. Rejection of Proposals

- A. 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:
1. Failure of a proposal to conform to the essential requirements of the solicitation.

2. A proposal 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 solicitation.
3. Failure of the Offeror to sign the required documents.
4. Proposals received that are determined to be from Offerors who are not qualified.

B. 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 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.

X. Method of Award

KCTCS 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 Offeror 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.

XI. Resulting Contract

The resulting contract between KCTCS and the Sponsor 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, and (3) any oral presentation. In the event of a conflict in language between documents referenced above, the provisions and requirements set forth and/or referenced in the RFP 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 Sponsor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the Sponsor's proposal. In all other matters not affected by the written clarification, if any, the RFP shall govern.

XII. Term of Contract

The contract resulting from this proposal shall be for a period of one year (1) with the option to extend the contract for four (4) additional one (1) year periods. Renewal is not guaranteed, but may be executed by mutual agreement.

XIII. Additional Related Products or Services

A. KCTCS reserves the right to add additional related services based on the original offer upon mutual consent of the Sponsor.

B. Extension to Other Institutions:

The Sponsor 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 negotiations are allowable based on then current specific level of services required.

XIV. Entire Agreement

The resulting contract 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.

XV. Termination

- A. Resulting Contracts awarded from this RFP may be terminated in the event that both KCTCS and the Sponsor deem that it is in the best interest of both parties to do so. In that case, a termination date will be set that will be mutually agreeable to the KCTCS and the Sponsor.
- B. The contract resulting from this RFP shall be subject to the following termination provisions: for default, non performance; Sponsor bankruptcy; and otherwise as specifically provided by the contract.

XVI. Cancellation of Contract

- A. KCTCS reserves the right to cancel any resulting contract, without cause, by giving written notice to the Sponsor no later than 30 calendar days before the proposed cancellation date. Notice of intent to cancel shall be made by certified mail.
- B. This contract shall be cancelable during its life for mal-performance, non-performance, substitution of commodity or other failure to comply on the part of the Sponsor. In event of such action being necessitated, the contract shall be null and void upon receipt of written notice from the KCTCS Procurement to Payment Services Department. Examples of non-performance shall include, but not limited to, not providing proposed equipment as set forth by the contract. Ongoing or continual instances of non-performance shall be cause for immediate cancellation of contract.

XVII. Ninety-Day Probationary Period

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

XVIII. Performance

- A. 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 insure that such services rendered are performed and acceptable.
- B. 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 Gateway Community & Technical College and the Sponsor. If such problems and/or disagreements cannot be so resolved they should be referred to the Director/Associate Director of Procurement to Payment Services, KCTCS for settlement by either party in writing.

XIX. Insurance

The successful Contractor shall procure and maintain, at its expense, the following minimum insurance coverages insuring all services, work activities and contractual obligations undertaken in this contract. These insurance policies must be with insurers acceptable to KCTCS. Insurance requirements may be

modified in the Special Conditions of any solicitation document. In such cases, the insurance requirements of the Special Conditions shall prevail.

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

Minimum liability coverage must be:

Public Liability -Comprehensive General Owners, Landlords and Tenants

Bodily Injury Liability

Each Person \$1,000,000

Each Occurrence \$1,000,000

Property Damage Liability \$1,000,000

Products Liability

Each Person \$1,000,000

Each Occurrence \$1,000,000

Automobile Liability

Bodily Injury

Each Person \$1,000,000

Each Occurrence \$1,000,000

Personal Injury Liability

Each Person \$1,000,000

Property Damage Liability \$1,000,000

Worker's Compensation Statutory

Employers Liability \$ 500,000

The Kentucky Community and Technical College System must be named as an additional insured in the policy for Comprehensive General Liability. In the event of failure by the contractor to maintain, in force, insurance coverage acceptable to KCTCS, KCTCS will have the right to terminate this Agreement immediately upon written notice to the contractor. Copies of the Insurance Certificates are to be furnished to the KCTCS Procurement to Payment Services

Department. Modification of this requirement must be requested in writing with supporting statements, prior to the time of the bid submission.

XX. Audit

KCTCS reserves the right to audit the Sponsor relative to its ability to perform the required services.

XXI. Contract Assignment

The Sponsor 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 Facilities and KCTCS Procurement to Payment Services. In the event of a change in company ownership, KCTCS reserves the right to re-advertise the contract.

XXII. Authorization to do business in Kentucky

- A. 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.
- B. 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.

XXIII. Kentucky Reciprocal Preference Laws

- A. 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 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.
- B. 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.

XXIV. 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.

XXV. Personal Information Security

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

XXVI. Indemnity

The Sponsor 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 Sponsor during the term of the contract, whether by negligence or otherwise.

XXVII. Governing Law

Resulting 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.

XXVIII. 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.

XXIX. General Terms and Conditions

The General Conditions and Instructions for Solicitations and Contracts, hereby incorporated by reference, shall be an integral part of this solicitation and resulting contract. The General Terms and Conditions are not repeated in each Solicitation. Therefore, it is the offeror's responsibility to access the General Terms and Conditions at the KCTCS website: https://systemoffice.kctcs.edu/vendor_information/index.aspx, or request a copy by contacting the Purchasing Officer listed in this RFP. By submitting a proposal to KCTCS an Offeror agrees to these conditions.

Offeror Submission Checklist

Offerors are strongly encouraged to complete this checklist prior to submitting their proposal to ensure their proposal contains all required information and documents. Failure to include items included in this checklist may result in the disqualification of a proposal and ineligibility for contract award. It is the responsibility of the Offerer to ensure all mandatory documents or information not included on this Checklist, but requested in the RFP, are submitted with the proposal. Please check off the items included in the proposal package.

- The proposal includes authorized signature
- Are accurately addressed, per section VII;
- Contain the required number of hard and electronic copies, per section VII;
- This document;
- Must be either listed and labeled by a nationally recognized testing laboratory (NRTL) or certified by field evaluation and labeled by a third party acceptable to the authority having jurisdiction in Kentucky to certify compliance with applicable codes and safety requirements

YES or NO _____ listed and labeled by a nationally recognized testing laboratory (NRTL)?

YES or NO _____ certified by field evaluation and labeled by a third party acceptable to the authority having jurisdiction in Kentucky to certify compliance with applicable codes and safety requirements?

Indicate the nationally recognized testing laboratory (NRTL) providing the listing or third party providing the field evaluation and certification _____

- Indicate the total number of acknowledged Addenda contained within (if applicable):
 - Please circle (1 2 3 4 5)
- Completed Substitute W-9

NOTE 1: Certificate of Insurance will be requested upon Notice of Award.

Kentucky Community and Technical College System Procurement to Payment Services Department

MEMORANDUM

TO: Potential Bidders Responding to KCTCS Quotes/Bids/RFPs

FROM: KCTCS Procurement to Payment Services

RE: KCTCS Listing or Certification Requirements for Equipment or Assemblies of Equipment

The Kentucky Community and Technical College System is a public institution of higher education organized under the laws of the Commonwealth of Kentucky. As such the authority having jurisdiction in Kentucky requires that equipment used in our facilities be either listed and labeled by a nationally recognized testing laboratory (NRTL) or certified by field evaluation and labeled by a third party acceptable to the authority having jurisdiction in Kentucky to certify compliance with applicable codes and safety requirements.

Providers of equipment listing or third party certification services are included but not limited to those indicated in the attached Excel spreadsheet. Manufacturers may use any NRTL or other third party acceptable to the authority having jurisdiction in Kentucky to certify compliance with applicable codes and safety requirements.

All equipment and assemblies of equipment offered in response to Request for Proposal shall be in full compliance with the above referenced listing or certification requirements. If a listing does not exist or third party certification cannot be provided for said equipment, the services of a Professional Engineer licensed in the Commonwealth of Kentucky may also be procured by the bidder to certify that the equipment has been constructed in accordance with NFPA 79 and UL 508A standards and their references.

All costs associated with required listings or certifications shall be the responsibility of the offeror. Each piece of equipment or assembly of equipment offered in response to this RFP shall either be listed and labeled or certified and labeled prior to shipment by the successful offeror.

Listing of Field Evaluators

NAME	STREET	CITY	STATE	ZIP	PHONE	E-MAIL	WEB
ESA/CSA International dba ESA Field Evaluation	1 Terrence Matthews Crescent, Suite 130	Ottawa	Ontario	K2M 2G3	800-559-5356 or 613-271-1489	field.evaluation@electricalsafety.on.ca	www.esasafe.com
CertiGroup	901 Sheldon Drive	Cary	NC	27513	800-422-1651	info@CertifyGroup.com	http://www.certifygroup.com/pages/field.htm
TUV-Rheinland of North America	12 Commerce Road	Newtown	CT	06470	203-426-0888	info@tuv.com	http://www.us.tuv.com/contact/index.aspx
QPS America, Inc.	912 County Road 27	Estillfork	AL	35745-8048	877-746-4777	info@qps.ca	http://www.qps.ca/
Underwriters Laboratories	333 Pflingsten Road	Northbrook	IL	60062-2096	847-854-3577		http://www.ul.com/contact.html
MET Laboratories, Inc.	914 W. Patapsco Ave.	Baltimore	MD	21230	800-638-6057	info@metlabs.com	http://www.metlabs.com/pages/direct.html
Emerson Process Management, Mobile Area Service Center	5380 Business Pkwy #1	Theodore	AL	36582	251-653-5860		http://www.electro-test.com/Conform.html#Field%20Evaluation
Intertek Testing Services NA	1717 Arlingate Lane	Columbus	OH	43228	614-279-8090	andy.gbur@intertek.com	http://www.intertek-etlsemko.com/portal/page/cust_portal/ITK_PGR/
Pfeiffer Engineering Co.	2701 Lindsay Avenue	Louisville	KY	40206-2222	502-897-1630 or 502-417-9358	jcp@pfeiffereng.com	www.PfeifferEng.com



Substitute W-9 Form

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

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

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

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

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

Legal Name used for purposes of IRS reporting _____

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

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

Type of Business (Required):

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

Exempt from backup withholding

Other (Please Explain) _____

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

<input type="checkbox"/> Minority Business Enterprise/MBE (please choose one sub-classification at right): <i>Defined as a business at least 51% owned by one or more African-Americans, Hispanics, Native Americans, Asian Pacific Americans, Asian Indian Americans, and other groups as defined by Federal law.</i>	<input type="checkbox"/> <i>Hispanic-American</i>	<input type="checkbox"/> <i>African-American</i>
	<input type="checkbox"/> <i>Asian-American</i>	<input type="checkbox"/> <i>American Indian</i>
	<input type="checkbox"/> <i>Other (explain):</i>	
<input type="checkbox"/> Women-Owned Business Enterprise/WBE <i>Defined as a business at least 51% owned by one or more women.</i>	<input type="checkbox"/> Disadvantaged Business Enterprise/DBE <i>Defined as a business at least 51% owned by at least one differently-abled, socially, or economically disadvantaged individual as defined by Federal law.</i>	
<input type="checkbox"/> Veteran Owned Business/VOB <i>Defined as a business at least 51% owned and operated by a service veteran.</i>	<input type="checkbox"/> Disadvantaged Veteran Owned Business/DVOB <i>Defined as a business at least 51% owned and operated by a service veteran with a service-related disability of at least 10 percent.</i>	
<input type="checkbox"/> None of the Above	<input type="checkbox"/> Other (Explain):	

Certification

Under penalties of perjury, I certify that:

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

Signature of U.S. Person	Date
Printed Name:	

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