



**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 – 0194	RETURN ORIGINAL COPY OF PROPOSAL TO: KCTCS PROCUREMENT TO PAYMENT RFP-0194 300 NORTH MAIN STREET VERSAILLES KY 40383
Issue Date: June 11, 2018	
Purchasing Officer: Vickie Dillon	
Email: Vickie.Dillon@kctcs.edu	
Schedule Name: Fundraising Communications Consulting Services	

IMPORTANT: PROPOSALS MUST BE RECEIVED BY: July 2, 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 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.

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

The contractor 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 contractor prior to the award of a contract.

CERTIFICATION OF NON-SEGREGATED FACILITIES

The contractor, 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

Authorized Signature

Date

Address

Typed or Printed Name

City, State, Zip

Title

Phone Number

Fax Number

1. KCTCS OVERVIEW

Gateway Community and Technical College (Gateway) is part of a statewide system comprised of 16 comprehensive two-year, public community and technical colleges, the Kentucky Community and Technical College System (KCTCS). Gateway provides high quality, affordable, accessible, and inclusive postsecondary education and training through certificate, diploma, associate degree and transfer programs; developmental, adult, and continuing education; workforce and customized training; and support services for the enhancement of student learning and success. Gateway serves the northern area of Kentucky that borders both Indiana and Ohio and is an integral part of the Cincinnati Consolidated Metropolitan Statistical Area, a metropolitan area of two million people.

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.gateway.kctcs.edu.

2. STATEMENT OF INTENT AND PURPOSE

Gateway Community and Technical College (Gateway), a member of Kentucky Community and Technical College System (KCTCS), issues this Request for Proposals for the purpose of providing fundraising communications consulting for Gateway including the following services:

- Research and recommend best practices in case expression and development
- Develop overall concept & strategy including the following (not an exhaustive list):
 - Media plan & placement (if recommended)
 - Website/digital content
 - Targeted email content
 - Social media content
 - Annual report
 - Donor opportunity folder & fact sheets
 - Presentation for group presentations
 - Brochures
 - Stationery and envelopes
 - Videos
 - Overarching case expression and sub campaign stories that inspire donor giving
 - Testimonial – tell the Gateway story (alumni, donor, employee, etc)
 - Pledge cards, response envelopes and proposal templates

Services delivered under this contract will allow the college to present a consistent image and fundraising case to the public that will inspire an increased level of giving, engagement, and affinity to the college.

The timeline of this contract will run from the award date through June 30, 2020. Milestones for deliverables will be agreed upon during the first month of work.

3. SCHEDULE OF EVENTS

Issue date of RFP	June 11, 2018
Deadline for Written Questions	June 20, 2018
RFP Due Date	July 2, 2018 4:00 PM EST (subject to change per Addenda)
Offeror Presentations	*To be Scheduled if needed

A review of the written proposals is targeted to be completed by the end of July at which time the Offerors submitting the best and most responsive proposals may be asked to attend oral interview sessions. If an oral interview session is scheduled, it will be held at Gateway Community & Technical College. 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.

4. SUBMISSION OF OFFER

Offerors desiring to respond to this Request for Proposal should submit one (1) original (clearly marked) with live signature, one (1) CD or jump drive of the written proposal, and five (4) copies of their response – a total of five (5) hard copies. **No pre-proposal conference is planned.** Sealed proposals will be received in the offices of the Procurement to Payment department, Kentucky Community and Technical College System, Attn: RFP-0186, 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.

Proposals cannot be faxed or emailed.

5. 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.

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.

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 successful marketing programs it has previously implemented at other institutions. Information provided must include persons to contact with addresses and phone numbers, the size of the institution/business served, and other pertinent information such as the results from prior ad campaigns with specific achievements which would aid in the determination of an experienced Offeror. KCTCS reserves the right to request additional information to determine the responsibility of the apparent successful Offeror relative to its ability to comply with the terms and conditions of this Request for Proposal.

7. AUDIT

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

8. GENERAL

The resulting contract between KCTCS and the Offeror shall consist of the Request for Proposal (RFP) and any amendments 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 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.

9. 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.

10. CONTRACT CHANGES

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

11. PREPARATION OF PROPOSALS

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

Offeror will furnish the information required by this RFP. The Offeror will sign the RFP and print or type name, firm, address, telephone number 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 will be rejected.

12. PROPOSAL INSTRUCTIONS

A complete proposal will consist of the following:

- A. Organizational History and Values – Provide a general overview of the Offeror's organization and operating structure. Include a narrative history of the organization; organizational mission, values, strategies and targeted customers; and organizational points of differentiation.
- B. Experience - Please provide a portfolio of current client creative work / projects. Should include examples of your best work. Highlight work in higher education, specifically with community colleges or state colleges.
- C. Staffing – Provide a list of company employees and contract employees/organization that will be available to work on the account. Include pertinent background information. Additionally, briefly discuss how the staff will be organized to effectively manage Gateway business. How do you manage turnover on accounts? How do new staff members become oriented with the account?
- D. Project management - Describe the typical flow of communication with clients. How do new projects begin and end? What project management tools are incorporated? How do you approach conflict resolution?
- E. Fees – Provide framework of how services will be charged listing hourly rates, fees for specific services or other methods of fee assessment including an a la carte fee structure, which may be used for invoicing Gateway. A schedule of the delivery of the services should be included with the appropriate alignment of payments due.

13. COST OF PREPARING PROPOSAL

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 vendors.

14. ORAL PRESENTATIONS

As part of the evaluation process, the Offeror's who submit a proposal in response to this RFP may or may not be required to give an oral presentation. All costs associated with the Offeror's oral presentation if required shall be solely the responsibility of the respective Offeror. Promises and commitments made by Offerors during oral presentations and demonstrations shall be considered a part of the Offeror's proposal.

15. ADDENDA/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 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.

Any "addenda" issued by KCTCS Procurement to Payment department 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 department.

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 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. 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.

16. QUESTIONS

All questions should be submitted in writing via email to:

Vickie.Dillon@kctcs.edu
Vickie Dillon
Procurement to Payment Services
300 North Main Street
Versailles, KY 40383

The deadline to email questions is June 20, 2018. Phone calls will not be accepted.

17. RESTRICTIONS OF 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 KCTCS Procurement Officials.

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

18. 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.

19. TERM OF CONTRACT

The price contract resulting from this solicitation shall be for a period of two years with the possibility of renewal for future periods. Renewal is not guaranteed, but may be executed by mutual agreement. A personal service contract will be issued as required on a biennial basis and shall be subject to review by the Legislative Research Commission Government Contract Review Committee. KCTCS reserves the right to award contracts at any length, as determined most beneficial to KCTCS.

20. EFFECTIVE DATE

The effective date of any contract(s) derived from this RFP shall be determined upon review and awarded at the then present date. The 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.

21. 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
- mutual agreement
- otherwise as specifically provided by the contract

22. 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 which 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.

23. EVALUATION OF PROPOSALS

Contract award will be made by the KCTCS Procurement to Payment Department after evaluation by the committee selected solely for this purpose. Please prepare your offer addressing each of the criteria below which is listed in relative order of importance. 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 proposal's responsiveness in clearly stating the understanding of the work to be performed.
2. The firm's successful experience with similar fundraising communications projects.
3. The firm's successful experience with postsecondary education and/or non profits.
4. The firm's successful experience in inspiring increases in giving, engagement, and affinity due to effective fundraising communications.
5. Quality of creative portfolio.
6. Proven results and demonstrated responsiveness to clients needs.
7. Fees.

24. 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 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 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.
3. Failure of the Offeror to sign the required documents.
4. Any proposal determined by KCTCS to be unreasonable as to price.
5. 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 a 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.

25. 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 Com12ensation 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.

Any deductibles or self-insured retention in the above-described policies must be paid and are the sole responsibility of the Contractor. Coverage is to be primary and non-contributory with other coverage, if any, purchased by KCTCS. All of these required policies must include a Waiver of Subrogation, except Workers' Compensation, in favor of KCTCS, its trustees and employees.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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 BAS Service Provider as confidential, trade secret, commercially sensitive information and shall not be disclosed except as provided by law.

31. 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.

32. 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.

33. GENERAL TERMS AND CONDITIONS SOLICITATIONS AND CONTRACTS

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 bidder's responsibility to access the General Terms and Conditions at the KCTCS Website: <http://www.kctcs.edu>, 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.

34. CONTRACT ASSIGNMENT

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.

35. 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 Gateway within the first ten (10) workdays of each following month. Invoices must be accompanied by a completed, and signed, Personal Service Contract Invoice Form (A blank PSC Invoice form will be supplied by Gateway to the successful offeror upon award of contract). Payment will be made upon receipt of acceptable documentation and agreement that work was satisfactorily performed.

36. AUTHORIZATION TO DO BUSINESS IN KENTUCKY

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. 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.

37. 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 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.

38. 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.

39. 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.

40. 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.



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:	Vickie Dillon	College Contact Email:	vickie.dillon@kctcs.edu
College Contact Ph:	(859) 256-3483	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) |
| <input type="checkbox"/> 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"/> Hispanic-American	<input type="checkbox"/> African-American
	<input type="checkbox"/> Asian-American	<input type="checkbox"/> American Indian
	<input type="checkbox"/> Other (explain): _____	
<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 <i>LEGIBLY</i> -- 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

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 Offeror 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 4;
- Contain the required number of hard and electronic copies, per section 4;
- This document;
- Proof of authorization to do business in Kentucky, per section 36;
- 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 may be requested upon Notice of Award if performing services on campus.