



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 -0103	RETURN ORIGINAL COPY OF PROPOSAL TO:
Issue Date:	February 23, 2011	KENTUCKY COMMUNITY AND
Purchasing Officer:	Jennifer L. Miracle	TECHNICAL COLLEGE SYSTEM
Phone:	(859) 256-3297	PURCHASING DIVISION
Schedule Name:	AMTEC Systems Trainer	300 NORTH MAIN STREET
Total number of Pages:	33 pages including cover sheet	VERSAILLES, KY 40383

IMPORTANT: PROPOSALS MUST BE RECEIVED BY: Wednesday, March 23, 2011; 4:00 p.m. Eastern Time

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 KRS 45A.110(2), the undersigned hereby swears under penalty of perjury that he/she has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky and that the award of a contract to a bidder will not violate any provision of the campaign finance laws of the Commonwealth of Kentucky.

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

The contractor by signing and submitting a 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.

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. STATEMENT OF INTENT AND PURPOSE

You are invited to submit a proposal for a price contract to develop, build, install and provide support services for components of an AMTEC Education System for the Kentucky Community and Technical College System (KCTCS), on behalf of the Automotive Manufacturing Technical Education Collaborative (AMTEC), a National Center for Excellence in Advanced Automotive Manufacturing and Workforce Technological Education, to fulfill customer requirements of KCTCS, AMTEC, and a growing group of AMTEC partners nationally, in accordance with AMTEC initiatives, and the specification of this solicitation. 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) and 164A.560 KCTCS is required to solicit proposals from qualified providers for these services.

This Request for Proposals (RFP) is issued to solicit proposals from qualified, experienced, financially sound and responsible Contractors for completion of this project in accordance with the specifications included herein. The firm shall have sufficient resources to complete a project of this magnitude.

The Contractor shall warrant that any representation made by them in the proposed agreement are true and accurate; that the Contractor is in all ways in compliance with state and federal laws which may govern the subject matter of this RFP; and that the party executing this offer on the Contractor's behalf is duly authorized to do so. The Contractor shall not have any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder.

Expectations

AMTEC's vision is to be a recognized collaboration of colleges and companies working to strengthen the competency and global competitiveness of the automotive manufacturing workforce. In this effort, AMTEC currently involves 30 community colleges and 34 auto-related plants in 12 states and is following a plan for managed growth that includes strategic partnership with a majority of automotive OEM's and their supply base nationally over a four year period.

Achieving the AMTEC vision requires close adherence to a workforce education process, or "system" that focuses on several key principles:

- Collaborative curriculum development with industry so that skills being taught are confirmed to be precisely those that the industry needs — international occupational standards that are common to that industry worldwide.
- Education which occurs in a contextual, work-like environment rather than a traditional classroom.
- Content knowledge and critical thinking are taught together so students learn problem-solving skills along with technical skills.
- Curriculum broken down into modules ensuring the actual skills an industry requires are taught and students master each required competency.
- Learning occurs on a flexible schedule, a module at a time, with options to learn modules online when appropriate, and out of sequences if needed.

- Ongoing assessment and certification processes help make sure workers, industry, and educational institutions all engage in a continuous learning process so that the skills and the curricula are current.

Following these principles, AMTEC partners work together to create and sustain an innovative, responsive and standards based workforce education system that meets the automotive industry's skill requirements. To meet partner requirements, this workforce development system must help produce a workforce that is globally competitive with next generation cross-functional skills, including valid skill sets in preventative and predictive maintenance.

This requires an education process, or system, that facilitates:

- A blended learning environment (coursework and hands-on)
- Online modularized curriculum, nationally standard
- Self-paced, competency based learning
- Fault based scenario troubleshooting
- College credit and certification
- Continuous improvement

The system meeting these requirements is referred to as the AMTEC Education System.

The desired contractor will have the ability to partner with AMTEC in accomplishing its goals, and in this effort, KCTCS, on behalf of AMTEC, is requesting proposals to engage a vendor in a partnership with AMTEC as specified in the statement of work below.

2. STATEMENT OF WORK

This request is for the fabrication, delivery, installation and set-up of the enclosed Basic Manufacturing Simulator, hereafter referred to as the "AMTEC System Trainer," per the specifications listed in the Technical Data, drawings, and other supplied information. Minimal design will be required for the add-on of specific components and/or structural supports.

The AMTEC System Trainer is an L-shaped mechanical roller conveyance system with a pneumatic transfer from the first conveyor to the second. It is powered by a three-phase 240 VAC electrical supply, uses a quick disconnect PLC, and has appropriate industrial safeguards.

While this initial request is for (1) physical AMTEC Systems Trainer, requisition of additional similar trainers is probable based on the current level of interest from college and industry partners in the growing group of AMTEC partners nationally.

PHYSICAL AMTEC SYSTEMS TRAINER OVERVIEW:

The AMTEC Systems Trainer is a physical simulator of an industrial machine-based production system. It will be used as an automotive manufacturing work cell for teaching, learning and possible student assessment of specific skills and competencies. A prototype unit is available at the Toyota North American Production Support Center in Georgetown, Kentucky for view, and modeling. The fundamental intent of this request is to replicate this machine, with additional modifications specified in this request. The machine and the system to be built should have the following attributes:

- a. Authentic manufacturing components wherever possible
- b. Foundation level electrical, mechanical, fluid power, and automation systems

- c. Limited component swapping capability, circuit tracing, and system data collection
- d. Removable sub-panels for customization in particular topics or areas of study
- e. Commercial in size, appropriate for instruction of basic safe work procedures
- f. Appropriate for college lab facilities in terms of:
 - i. Power
 - ii. Weight
 - iii. Size (W x L x H)
 - 1. Minimum (72" x 72" x 84")
 - 2. Maximum (144" x 144" x 96")
 - iv. Thermal issues
 - v. Industrial air
 - vi. Ventilation

REFERENCE PHOTOS:

(Additional video available at <http://www.youtube.com/watch?v=15173L2fJuw>)

Photos for guiding design of the physical AMTEC Systems Trainer courtesy of AMTEC partner Toyota North American Production Support Center (NAPSC).



Basic Manufacturing Simulator – Front



Basic Manufacturing Simulator – Left View



Basic Manufacturing Simulator – Rear



Basic Manufacturing Simulator – Right View



Operator Control Panel



Conveyor Front



Conveyor Pick and Place (90 degree turn)



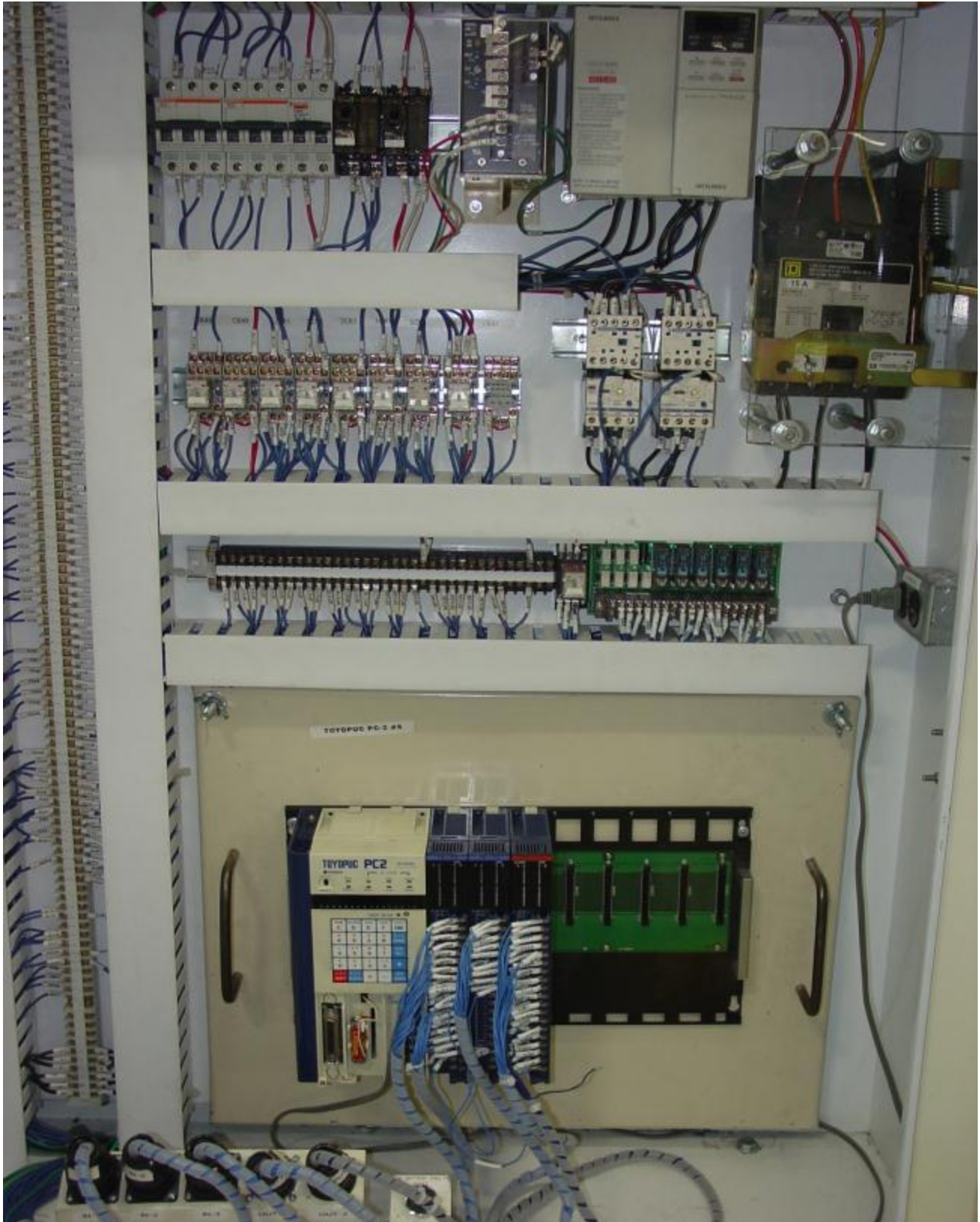
Conveyor – Left



Conveyor – Left (2)



Conveyor Outlet



Cabinet – Interior



Cabinet Interior (2)



Cabinet Interior – Inverter



Air Cylinder – Right View



Proximity Switches



Drive – Right View



Solenoid Bank

1. Safety Components

- a. De-energy (Ø energy) Ready
 - i. Placarding -- to bring the system to Zero Energy state
- b. This unit must be able to be Locked Out and Tagged Out for maintenance/training purposes.
- c. Light Curtains: All curtains must be integrated into the safety e-stop circuit. The load station must include a muting relay for parts loading and an external start method to activate automation and reactivate load station light curtain.
- d. Pressure Pads
- e. Appropriate Guards and Inspection Covers
- f. Andon System (pull cord stop of production process)

2. PLC Components

- a. PLC (to be named)
- b. CompactLogix Controller with V17 or higher of RSLogix 5000.

Note: The PLC will connect to other devices through Ethernet (using RSNetWorx) and DeviceNet for Discrete I/O in addition to the discrete I/O which connects directly to the PLC specified below.
- c. PLC Programming (level to be determined with builder)
- d. The PLC will be mounted on a sub-panel connected with power, I/O, and communications plugs, so that alternative PLC sub-panels, based on local area customer requirements, may be used including:
 - i. Siemens System 7
 - ii. ControlLogix
 - iii. Legacy PLC (SLC, PLC 5 etc.)
 - iv. Toyopuc

Note: These sub-panels are shown in the photos above.

e. DeviceNet I/O

- i. Some I/O will be DeviceNet devices

Note: Should be specified based on local area AMTEC partner requirements.

1. Specific devices will be:

- a. DeviceNet proximity switches
- b. DeviceNet photo eyes
- c. DeviceNet limit switches
- d. Control tower lights

3. Industrial Conveyor Components
 - a. Conveyor System 12” to 18” in width, with appropriate commercial components
 - b. Drives:
 - i. Variable speed drives
 - ii. Variable Frequency drives
 - iii. Three phase
4. 22 Plastic “production parts”
5. Branding
 - a. The systems trainer should prominently display the AMTEC Logo and branding per AMTEC approval

OPTIONAL ADDITIONS:

Please provide estimated costs for the optional components listed below. A separate cost should be included for each, as AMTEC may or may not select to purchase these additional components.

1. Instrumentation Components
 - a. Component based sub-system to illustrate basic industrial instrumentation
 - b. Appropriate Standard Industrial Sensors
2. Gearbox with V-belt / Hydraulic Motor
3. Drives:
 - a. Reversible single phase
 - b. Servo motors
 - c. DC motors
 - d. Speed control
4. Lubrication System Components
 - a. Adequate System for equipment maintenance training and demonstration of Preventative Maintenance concepts and procedures
5. Robot Adaptation Component

The AMTEC Systems Trainer should be designed and fabricated to facilitate the easy inclusion of a robot. Robot should be located "at the 90 degree turn" on the line. There should also be added a "By-Pass Switch" on the circuit so the unit can run as the basic trainer without a robot and be able to run with a robot once one has been designed into the system. The robot itself is not a requirement of this solicitation, however, the contractor must include and “adaptation component” with the necessary electrical and mechanical adaptation features.

AMTEC partners may need different makes of robots (sometimes several) based on local industry standards so the adaptation component should enable robots to be interchanged.

- a. “Pick and Place” Process
- b. Robot must be controlled by system trainer PLC and integrated in the safety circuits of the controlling machine. Additional Teach function must be available to establish teach capability during cell lock-out.
- c. Additional light curtains may be necessary in accordance with ANSI if robot reach is capable of exiting process load point.
- d. Safety enclosure
 - i. Lexan cube encased
 - ii. Pressure pad, etc.
- e. Interchangeability
 - i. modular system
 - ii. mounting plate base – allow for easy robot changes
 - iii. electrical interface allowing easy integration between robot and PLC’s

NOTES: The contractor should specify a robot brand and model (or brands and models) that will work well with the systems trainer design they provide and is complimentary with the manufacturing process concepts.

The cost of the “specified” robot (or robots) should be included in the proposal and clearly designated as “Optional”.

SUPPORT

The contractor will provide support services for 90 days following the installation of AMTEC Systems Trainers and should identify the available support services clearly in the proposal.

These services should include:

1. Support Contact Information
2. Support Request Process
3. Problem Resolution Process
 - a. Definition of Steps and Timing
 - b. Escalation Process
4. Service Summary Reporting & Feedback System

SITE VISIT – Optional

An optional visit to the Toyota North American Production Support Center in Georgetown, KY, is available for each bidder to inspect the machine prior to submitting a bid. Site visits will be conducted on Wednesday, March 9, 2011, from 1:00 – 3:00 PM EST. Any bidders wishing to attend the site visit must call Carol Crawford at (859) 457-

1492 (cell); or (502) 570-6357 (office). KCTCS will not be responsible for additional charges for conditions at the sites that could have been foreseen during a site visit.

PROJECT PLAN and COMPLETION TIMELINE

The contractor will provide a detailed project plan and completion timeline in their proposal. The timeline shall include actual contractor work timeframes and implementation dates based on the contractor's proven previous performance on similar projects.

When submitting a proposal the contractor must incorporate the following requirements:

1. Amtec anticipates that the systems trainer would be delivered, installed, approved, set-up and running by June 1, 2011. However, additional time may be allowed per the approval of Amtec.

REVIEW, INSPECTION AND APPROVAL

KCTCS/AMTEC will perform reviews to assure project timeliness and project quality. Final inspection and acceptance shall be at the destination by AMTEC partners at times to be specified in the plan. The Contractor shall be responsible for and make good any and all damage that may occur during delivery and prior to acceptance at the designated location.

PRICING

All costs for the physical AMTEC Systems Trainer should be clearly presented in the proposal including design and fabrication, programming and instruction, shipping and handling, installation and set-up, training, and support. Pricing should include references to a schedule of payments that align with the project plan timing and completion of work.

Because KCTCS/AMTEC recognizes requisition of additional similar trainers is probable based on the current level of interest from college and industry partners in the growing group of AMTEC partners nationally, a detailed cost for each additional trainer and volume discount pricing, if applicable, should be included in the proposal.

Pricing for any "consumables" required by the functional physical AMTEC Systems Trainer that are required to be used during training processes (terminals, wires, etc.) should be included in the proposal.

WARRANTY

- a. Contractor: Upon KCTCS/AMTEC acceptance, the contractor shall warranty the quality of their work, all products, materials and supplies furnished under the final contract for a period of one year. The period starts from the Date of Acceptance. The contractor shall insure that all products delivered, assembled, and installed are free from defects in material and workmanship and conform to the specifications and all other requirements of this notification.
- b. Defects: The Contracting Officer will give written notice to the contractor of any latent defects within 30 calendar days after discovery of defect.

3. KCTCS/AMTEC OVERVIEW

KCTCS was established by the General Assembly through the passage of the Kentucky Postsecondary Education Improvement Act of 1997, which combined community colleges and technical colleges into a new dynamic system. KCTCS currently consists of 16 colleges and 65 campuses located throughout the state. The system has a current enrollment of 82,000 students representing 40% of the state's undergraduate student population. Additionally, KCTCS has become the largest trainer of Kentucky's workforce. Every year approximately 150,000 students are served in workforce training/continuing education and fire/rescue training. KCTCS includes a System Office that oversees and provides support to the community and technical colleges.

In April of 2005, KCTCS hosted a meeting of community and technical colleges, and a wide spectrum of automotive manufacturing companies, both OEM's and suppliers. The companies sent 28 representatives, and colleges from Michigan, Ohio, Tennessee, Texas, and Kentucky sent 27 representatives. The overwhelming consensus was that there is a strategic national economic imperative to cooperate to better prepare the skilled workers required in this critical economic sector. In August of 2005, the initial Policy Board met and developed a consensus around the collaborative name, the Automotive Manufacturing Technical Education Collaborative (AMTEC). The group also developed the mission, vision, primary goals and outcomes.

This group of partners, led by KCTCS, made application to the NSF ATE program for funding to be a National Center of Excellence for Automotive Manufacturing. The application sought to develop a three step implementation plan:

1. Verify with automotive manufacturers the actual worker skill and knowledge competencies required for success in the industry, building on existing skills competency work to the degree possible
2. Identify the tools that measure success in achieving these competencies, administer the measurement in the partner colleges, and document the highest performing programs in achieving the competencies
3. Identify the unique programs, methods, and processes in use by these highest performing programs, and then disseminate these through Professional Development academies, conferences, and publications.

The application received overall high marks and AMTEC received a two-year project grant to begin the building blocks to create a National Center.

In October 2008 AMTEC reapplied for National Center funding and received approval to begin operating as a national center September 15, 2009.

4. 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 Contractor on pricing, performance, etc., said additional services may be added to the contract.

5. SUBMISSION OF OFFER

Contractors desiring to respond to this Request for Proposal should submit one (1) original with live signature and six (6) copies of their response. Sealed proposals will be received in the offices of the Department of Purchasing, Kentucky Community and Technical College System, 300 North Main Street, Versailles, Kentucky 40383, by **March 23, 2011** until 4:00 p.m. local time. 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.

6. PERFORMANCE BOND

Upon award of contract, the successful Contractor may be required to furnish a Performance Bond in the amount of 100% of the total proposed lump sum amount as surety of full and faithful performance within scope and terms of contract. The Performance Bond must be submitted within ten (10) days from the date of award.

Failure to submit the Performance Bond within set period will be grounds for rejection of the proposal.

All bonding documents must be drawn by a firm authorized to do business in Kentucky and signed or countersigned by a Resident Agency, Commonwealth of Kentucky.

7. CONTRACTOR QUALIFICATIONS

KCTCS will consider proposals from qualified outside Contractors who are capable of meeting the terms and conditions stated herein. The Contractor 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 Contractor shall be required to submit sufficient financial information, such as audited financial statements and Dunn & Bradstreet ratings, to allow KCTCS to evaluate the Contractor's ability to meet the responsibilities of the contract.

The Contractor must submit with the proposal at least three references and contact information for similar projects of this scope. Information provided must include persons to contact with addresses and phone numbers, the size of the institution/business served, and other pertinent information which would aid in the determination of an experienced Contractor. KCTCS reserves the right to request additional information to determine the responsibility of the apparent successful Contractor relative to its ability to comply with the terms and conditions of this Request for Proposal.

8. GENERAL

The resulting contract between KCTCS and the Contractor shall consist of the Request for Proposal (RFP) and any amendments thereto, and (2) the Contractor'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 Contractor, and such written clarification shall govern in case of conflict with the applicable requirements stated

in the RFP or the Contractor'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. PREPARATION OF PROPOSALS

Contractor is expected to examine all specifications, terms, conditions, and instructions in this Request for Proposal. Failure to do so will be at the Contractor's risk. Contractor will furnish the information required by this RFP. The Contractor 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 Contractor'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.

11. PROPOSAL INSTRUCTIONS

Proposals must include all information requested. Failure to submit all information may result in a lower ranking of the proposal. 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.

12. COST OF PREPARING PROPOSAL

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

13. AMENDMENTS TO REQUEST FOR PROPOSAL

KCTCS reserves the right to request amendments or 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, the revision will be mailed to all who received the initial RFP or who have subsequently requested one. Receipt of an amendment to a solicitation by a Contractor must be acknowledged by signing and returning the amendment or by letter. Such acknowledgment must be received prior to the hour and date specified for receipt of offers.

14. ADDENDA

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

15. EXPLANATIONS

Unless it is demonstrated that an adequate response cannot be developed with the data provided in this RFP, KCTCS will not provide additional data based on request from individual respondents. Proposals should be based on the data contained in this RFP. If KCTCS decides to distribute additional information, it will be distributed to all offerors in accordance with paragraph 11.0 above. Any explanation desired by a Contractor 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 Contractors 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 Contractor concerning the solicitation will be furnished to all prospective Contractors as an amendment of the solicitation if such information is necessary to Contractors 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 Contractor's proposal.

16. QUESTIONS ABOUT THIS RFP

All questions should be submitted in writing to:

Jennifer L. Miracle
Department of Purchasing
Kentucky Community and Technical College System
300 North Main Street
Versailles, KY 40383

Questions should be transmitted via e-mail to jennifer.kelly@kctcs.edu no later Friday, March 11, 2011.

Proposals transmitted via facsimile will not be accepted.

17. TERM OF CONTRACT

The price contract resulting from this solicitation shall be for a period of one (1) year with the possibility renewals for future periods. Renewal is not guaranteed, but may be executed by mutual agreement.

18. TERMINATION OF CONTRACT

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

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

19. METHOD OF AWARD

KCTCS may award a contract to that responsive and responsible Contractor 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/AMTEC and offer a realistic solution which will benefit KCTCS/AMTEC will be considered for award of a contract. An award of a contract shall be made by KCTCS to the Contractor who offers the best proposal and with whom negotiations result in a contract package of greatest benefit to KCTCS based upon evaluation methods contained herein.

20. EVALUATION OF PROPOSALS

Contract award will be made by KCTCS Purchasing, on behalf of AMTEC, after evaluation by the committee selected solely for this purpose. Proposals will be evaluated using a predetermined method to ascertain which proposer best meets the needs of KCTCS/AMTEC. The successful bidder of this selection process must provide strong evidence of its ability to meet the following evaluation criteria which are listed below in order of relative importance:

1. Demonstration of an Understanding of the Requirements

This criterion is MORE IMPORTANT than the next criterion. Technical information in the proposal must clearly demonstrate the Contractor understands the solicitation Scope of Work, as well as demonstrate the ability of the Contractor to engineer, fabricate, install, and support the necessary resultant products in strict accordance with those requirements. Technical information shall provide sufficient information to complete the evaluation. The Contractor shall state exactly how the company proposes to comply rather than simply stating it will comply. The Proposal shall address an understanding of AMTEC goals and objectives; ensure all requirements will be met on schedule; and provide visual and physical examples of the quality of the product that will be produced.

2. Soundness of Approach

This criterion is MORE IMPORTANT than the next criterion. Technical information provided in the proposal must clearly demonstrate an approach and method to adequately engineer, fabricate, install, and support AMTEC Education System components as defined in this solicitation.

3. Relevant Experience of the Contractor

This criterion is MORE IMPORTANT than the next criterion, “Management Controls”. Technical information provided in the proposal must clearly demonstrate the contractor’s ability to complete similar contracts, providing quality products and satisfied customers. Provide a list of projects that demonstrate this ability. Include examples that show successful completion of similar deliverables as described in the Scope of Work. The definition of relevant experience is a project that has been completed within the last five years; or has been started and is at least 50 percent complete; or has a logical connection with the requirements in this solicitation; or was similar in nature, magnitude and complexity to the requirements in this solicitation.

4. Management Controls:

Technical information provided in the proposal must demonstrate the Contractor’s ability to manage work efforts to complete similar contracts according to schedule, and that the Contractor’s has a sound organizational structure with defined lines of authority and responsibility and internal communication. The Contractor must provide evidence of an efficient project management system to move a project of this nature from engineering to fabrication, to delivery, to and through assembly and installation, and to provide the necessary accompanying services during the support contract.

5. Financial Data

Financial data to be provided shall include a total sum dollar amount to adequately engineer, fabricate, and install the systems trainer as defined in this solicitation. Pricing for each trainer should also include shipping, set-up, training and support. The form of proposal for pricing provided should include references to a schedule of payments that align with the phases of completion of the work as specified in the project plan and completion timeline.

21. ORAL PRESENTATIONS

As part of the evaluation process, the Contractor’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 Contractor’s required oral presentation will be solely the responsibility of the respective Contractor. Promises and commitments made by Contractors during oral presentations and demonstrations will be considered a part of the Contractor’s proposal.

22. REJECTION OF PROPOSALS

KCTCS reserves the right to reject any and all proposals, make no award 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 Contractor's liability to KCTCS on the contract awarded on the basis of such solicitation.
- Failure of the Contractor to sign the required documents.
- Any proposal determined by KCTCS to be unreasonable as to price.
- Proposals received that are determined to be from Contractors who are not qualified.

Technicalities or minor irregularities in a Contractor'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 Contractors. KCTCS may either give a Contractor 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.

23. INDEMNITY

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

24. WORKERS' COMPENSATION INSURANCE AND UNEMPLOYMENT INSURANCE

KRS 45A.480 requires the Contractor/Contract Holder providing maintenance to State facilities to comply with the Commonwealth's requirements pertaining to workers' compensation insurance and unemployment insurance. This statute requires the Contractor or Contract Holder to provide the Commonwealth with an affidavit. The affidavit shall state that all contractors and subcontractors employed, or to be employed in connection with this contract shall be in compliance with Kentucky requirements for Workers' Compensation Insurance (KRS Chapter 342) and Unemployment Insurance (KRS Chapter 341). An affidavit form is included with this Invitation to Bid.

25. INSURANCE

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

Commercial General Liability	\$2,000,000.00 Each Occurrence
Products/Completed Operations	\$2,000,000.00 General Aggregate
Auto Liability*	\$2,000,000.00
Combined Single Limit Bodily injury, Property	
(all owned, hired and non owned Vehicles)	Damage

Worker's Compensation

Statutory Limits – Kentucky and the state(s) of Domicile of the Contractor and any subcontractor(s). The all state and voluntary compensation endorsement is to be attached to the policy.

Employers Liability
accident and Policy limit)

\$2,000,000.00 (each employee, each

*Occurrence coverage is required. Claims-made coverage is not acceptable.

These policies (except Worker's Compensation) shall name KCTCS, its trustees, officers, employees and agents as Additional Insured and shall contain a covenant requiring no less than thirty (30) days written notice to KCTCS before cancellation, reduction or other modification of coverage.

26. AUTHORIZATION TO DO BUSINESS IN KENTUCKY

The Contractor 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 Contractor 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.

27. 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.

28. INTELLECTUAL PROPERTY

Ownership of the intellectual property generated for KCTCS/AMTEC by any contract resulting from this solicitation and paid for in accordance with the agreed upon fee schedule shall reside with KCTCS/AMTEC. Furthermore, KCTCS/AMTEC shall use any images, slogans or other concepts developed under the terms of the resulting contract without additional charge for royalties to the Contractor. 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/AMTEC shall belong to KCTCS/AMTEC. Neither the contractor, 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 the contractor, its officers, directors, agents, or employees use KCTCS/AMTEC 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.