



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 – 0099	RETURN ORIGINAL COPY OF PROPOSAL TO:
Issue Date: October 29, 2010	KENTUCKY COMMUNITY AND
Purchasing Officer: Jennifer L. Kelly	TECHNICAL COLLEGE SYSTEM
Phone: (859) 256-3297	PURCHASING DIVISION
Schedule Name: Enterprise Content Management System	300 NORTH MAIN STREET
Total number of Pages: 16 pages including cover sheet	VERSAILLES, KY 40383

IMPORTANT: PROPOSALS MUST BE RECEIVED BY: Friday, December 10, 2010, 4:00 PM Local 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 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.

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

Project Title: KCTCS Enterprise Content Management (ECM) System

KCTCS is seeking proposals for an ECM system that provides an integrated system for the electronic storage, access and management of records compatible with PeopleSoft, the KCTCS Enterprise Resource Planning (ERP) software. The winning proposer shall also perform imaging services for KCTCS, as the initial focus for the project. Both legacy documents (back file) and new documents (day-forward) are included in the documents that will require an on-boarding solution.

The ECM system is required to store housed images and other files in a non-proprietary file format and folder structure. The KCTCS records will appear in at least the following formats: pdf, gif, jpeg, and bmp. Other formats such as Microsoft Word, Excel or Access may also be used. Therefore, these formats will need to be incorporated into the proposed solution. This solution will be implemented in phases.

Phase I of this solution may include, but is not limited to, the electronic capture and indexing of up to 2 million letter and/or legal size documents. This phase of the solution will involve human resources related records, including employee personnel files, benefits files, employee relations files and position description files. The documents to be imaged during this phase are in various forms and sizes. Therefore, the documents may be front and back text, with or without images. Some of the documents are half sheets and some are on sheets that measure 11x17. Document volume after back file capture is estimated to be 3,000 documents per month, with seasonal fluctuations associated with enrollment trends, and will decline over time with the implementation of new and additional technological advances or processes to reduce, capture or eliminate document creation. Documents are to be indexed by employee identification number, employee name, and document type.

Phase II of the solution will involve a back file capture and new document on-boarding of records for KCTCS students. The back file capture may involve an estimated 8 million documents involving a variety of sizes and types of documents related to the admission, enrollment and completion of KCTCS academic courses and programs. Document volume after back file conversion is estimated to be up to 800,000 documents per year, with seasonal fluctuations associated with enrollment trends. This will decline over time with the implementation of new and additional technological advances or processes to reduce, capture or eliminate document creation.

Phase III of the solution will involve back file capture and new document onboarding of records in other functional areas, including but not limited to,

Business Services (financial records) and Advancement (donor records). In addition, Phase III may involve other ECM services for KCTCS.

2. PROPOSAL INSTRUCTIONS

Proposals must include all information requested. Failure to submit a response for 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. An on-boarding paperless solution should be included with the proposal.
- 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.

To be given consideration, the proposal must address each of these components in the order presented. The proposal fees must include all costs to satisfactorily complete the project, identifying both fixed and variable costs including any hardware that KCTCS would have to provide.

A. System Overview

The proposed solution must be scalable to KCTCS' current environment and projected growth. Provide a description of the products recommended to address KCTCS' imaging, document management, and workflow needs. Describe the proposed system's scalability and its compatibility with KCTCS' ERP environment (PeopleSoft) and how processes can be set-up, including the means to capture information in an electronic format. Proposed solutions must be compatible with other platforms, including but not limited to, Sitecore, Sharepoint and Blackboard. Include both initial and recurring costs for licenses.

B. Hosting of Data/Infrastructure

Describe the proposed network and computing infrastructure for hosting the KCTCS document management system. Indicate costs for hosting with initial and recurring costs, including a gigabyte pricing structure. Is your solution compliant with the Department of Defense (DoD) 5015.2 Standards? Can you provide a SAS-70 and or DoD certification? Can you provide sample SLA's for your

service? Describe your disaster recovery strategy and how it would impact KCTCS.

C. User Interface

A graphical user interface that is easy for non-technical users to understand and readily adaptable is a top priority. The interface should be patterned after the KCTCS paper filing system hierarchy with library, cabinets, folders, tabs, documents and attachments. Documents should be available in a preview mode without the need to open that document's application to enhance end user access and review of documents. Preview mode should support other formats. Describe your User Interface.

D. User Rights and Security

The system should support multiple levels of user rights and privileges to enable control over individual users or groups who access and work with documents. Describe and list the levels of permission needed for security access. Do you support authentication with Lightweight Directory Access Protocol and Active Directory? Describe your User Rights and Security processes.

E. Audit Reporting

The system should have the built in capability to log and generate ad hoc reports on all user activity relative to library, cabinet, folder and document action. These reports can be created by a person with assigned rights and can be automatically output. Describe your Audit Reporting.

F. Document Import

The system should support scalable, high-volume imaging to industry standard TIF, PDF, or searchable PDF formats. It should provide automatic indexing of documents and individual document scanning. Describe your Document Import process.

G. Search Capability

The system should provide an optional OCR (Optical Character Recognition) feature to convert scanned images to searchable PDF format for use with Full Text Search. Are your indices embedded in the PDF file format? Describe your Search Capability.

H. Image Viewing

The system should have an easy to use graphical user interface for scanned images and support various viewing options. Describe viewer capabilities provided by the software to support the viewing of imaged documents.

I. Export

Describe the ability of the software to fax and e-mail documents. Describe the ability of the software to support data mining methods and processes, including search capabilities, query support, and management reporting.

J. Document Management

The system should include rules-based and manual document on-boarding capability. Users should have the ability to select pre-defined rules or individual users or groups for routing documents, document bundles or folders. A workflow administration module should provide the ability to monitor and manage all documents in workflow, including reassignment of documents from one user to another. From the workflow interface, users should be able to Approve, Reject or Hold documents. Describe Workflow/Document Management capabilities.

K. Document Retention Policies

The ability to define document retention policies based on KCTCS compliance requirements should be included. Retention classes are defined to allow assignment of a document expiration period. Document retention times can be set. Documents can then be archived or deleted as required. Describe your Document Retention Policies and processes.

L. Recycle Bin

The software system should provide a recycle bin at all of its system levels, Library, File Cabinet, File Folder and Document levels each restorable at its own level. Describe your Recycle Bins.

M. Annotation/Redaction

Software should have the capability for multiple annotations to be added to each file folder in a file cabinet. These annotations should be automatically user, date and time stamped. Describe your Annotation, Redaction and Bitmap capabilities.

N. Application Programming Interface (API)

The system should provide a standard API that allows connectivity and integration with other software applications. Describe your API Program Interface.

O. Document Retrieval Functionality

The proposed solution should offer a utility that offers fast and easy integration with PeopleSoft and Microsoft software products. Users should be able to access documents in the system via the utility directly from most Windows-based applications. The utility enforces security and controls access to documents based on user rights. Describe your document retrieval functionality.

P. File Synchronization Functionality

The proposed solution should offer a utility that will automatically add file folders to an existing file cabinet in the system as they appear in the target application's database. For example, as new clients are added in the ERP system database (PeopleSoft), a corresponding folder is created in the system and any changes in data (e.g., phone number, address change) in the top level application are correctly and automatically updated in the system. Describe your file synchronization functionality.

Q. Support, Training and Implementation

Contractor shall provide technical support, including telephone and email, for the proposed system. In addition, the vendor shall provide software updates for the proposed system as they become generally available.

The vendor shall install, integrate and test all software before training client personnel. Training should include separate sessions for system administrators and end-users, as well as hands-on, on-site training sessions using KCTCS files and information. In addition, KCTCS will consult with the vendor prior to importing documents about the best way to implement an imaging system given current paper filing system and processes. Describe what implementation services are provided. Describe how end-user and developer training will be provided initially and an on-going basis. Indicate the costs associated with documentation and training. Include a summary of all training options available. If KCTCS chooses to add more processes or systems to the projects indicate the cost of bringing in vendor personnel to assist in design and/or development.

R. Electronic Forms Functionality

The system should provide an electronic forms module that automates the input of records into of the system. Describe your electronic forms functionality and how the proposed solution supports in-context (what you see is what you get [WYSIWYG]) editing.

S. Taxonomy

Does the product/proposed solution support taxonomy development? Does it integrate with standard taxonomy tools and approaches, and if so how? Does it support standards like Darwin Information Typing Architecture (DITA)?

T. User Group

Do you have a user group of higher education customers? If so, provide information on recent meetings and if applicable, how their input shapes future development of your platform.

U. Web Requirements

For any web based applications, the following must be addressed in the proposal:

Accessibility for the disabled. KCTCS is legally obligated to ensure our web properties and related services are accessible to users with disabilities. Compliance, at a minimum, should be at the AA level of WCAG 2.0. <http://www.w3.org/TR/WCAG/>.

- a. **What is the level of accessibility in your offerings for users with disabilities?**

KCTCS branding standards. KCTCS public web properties must comply with KCTCS branding standards regarding the use of logos, colors, etc. The KCTCS branding guide can be provided upon request.

- a. **To what extent is your service customizable from a branding perspective?**
- b. **If there's limited customization, that's generally not a big problem. What then is the process for ensuring you have at least our correct colors and logo?**

Technology resources. Third-party web services sometimes require integration with KCTCS technical resources. These factors are usually determined by KCTCS by conferring with the third party's technical staff and specific requirements are incorporated into any agreement for services.

- a. **To what extent would this agreement require the assistance, both in implementation and ongoing maintenance, of KCTCS IT or Web Services staff?**

KCTCS also requires additional legal and industry standards to be met where applicable. These can include FERPA, PCI compliance, privacy guidelines, and others. The applicability of these standards is usually determined by KCTCS by conferring with the third party's technical staff and specific requirements are incorporated into any agreement for services.

- a. **Are there FERPA, PCI, HIPAA, or other legal/standards considerations that would impact our use of your product?**

V. Additional Instructions

Describe how data and metadata (indices) would be impacted and what would be involved if KCTCS decided to migrate to another vendor or decided to host internally (be specific in terms of resources and costs that would be incurred).

The proposed solution must state all hardware (i.e. including infrastructure), software, licenses, services, etc. that are required for phase I and phase II.

All pricing must be itemized to enable comparison and allow for flexibility of options.

Describe your back file capture process and new document imaging processes. Indicate a pricing model for these processes. What is the file format to which you image (PDF, TIFF, etc.)?

Describe the process that you will use to ensure that the data and documents are secure during the conversion and describe how you will ensure the integrity of the data and indices as it is converted to the digital form.

Your proposal must respond to the Statement of Intent and Purpose and clearly state whether the proposal will satisfy the referenced requirements, and the manner in which the requirement will be satisfied.

If the proposed solution will involve any third party providers the Contractor will be the sole point of contact and will be solely responsible for all matters that should arise.

3. KCTCS OVERVIEW

- The Kentucky Postsecondary Education Improvement Act of 1997, which created KCTCS, represents an ambitious agenda to improve the quality of life of Kentuckians by expanding opportunities provided by the state's two-year public colleges.
- The 16 KCTCS community and technical colleges encompass 68 campuses. This seamless system of higher education allows students to move easily among programs and institutions as they pursue academic and technical degrees and workforce training. KCTCS is making higher education more accessible, more relevant and more responsive to citizen, employer and community needs, with an enrollment of more than 100,000.
- While retaining their unique identities and legacies of service, Kentucky's community and technical colleges are consolidating their functions, programs, and services to more effectively and efficiently meet the needs of students and communities. KCTCS promotes seamless access to postsecondary education through transfer of credits within the system and to four-year colleges and universities. We guarantee that credits earned in the associate in arts and associate in science programs will transfer directly to Kentucky universities and count toward bachelor's degrees. Liberal arts/university transfer is the single most popular program among our students.
- KCTCS enhances learning opportunities for all Kentuckians through continuing education. From personal improvement to cultural activities, community development programs at KCTCS institutions are tailored to local needs. Through all programs, we touch the lives of more than 150,000 people per year.
- KCTCS colleges provide programs that are relevant to the workplace. Our colleges move rapidly to add or change academic and technical programs to stay relevant to today's economy while positioning Kentucky for a dynamic future.
- KCTCS also offers online courses designed to provide students a single Web site location to begin, continue and complete their program online, with no need to be present at a physical campus location. Enrollment,

academic advising, technical assistance, books, and library resources are all provided to students through online mechanisms, available 24 hours a day and seven days a week. Online programs are also divided in modularized courses completed in timeframes of 3-8 weeks.

- KCTCS views postsecondary education as a crucial resource for economic development and workforce training. KCTCS forges partnerships between colleges and businesses to provide Kentucky workers with the skills they need today, and to help industries and individuals develop the capabilities they will need tomorrow. Through the Kentucky WINS (Workforce Investment Network System) program, KCTCS is providing a winning strategy to secure a stronger future for the Commonwealth.
- Through KCTCS, Kentucky's two-year colleges' work together to achieve academic excellence, economic growth and lifelong learning. The KCTCS focus is on changing lives, and Kentucky's future, for the better.
- KCTCS employs approximately 4,400 full-time faculty, staff and administrators.
- KCTCS' budget is approximately \$800 million per year.

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.

Extension to Other Institutions

The Contractor 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.

5. SUBMISSION OF OFFER

Contractors 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 fifteen (15) copies of their response. **No pre-proposal conference is planned.** 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, until **4:00 p.m. December 10, 2010.** 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. 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 institutions currently using the proposed solution. **Please include 3 references from higher education customers for both your software platform and you're hosting services as well as some large document conversion initiatives.** 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.

7. 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.

8. 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.

9. 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.

An electronic copy of this solicitation document is available on request via email message to Jennifer.kelly@kctcs.edu.

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

10. COST OF PREPARING PROPOSAL

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

11. 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.

12. 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.

13. 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.

Contractors desiring to submit a proposal will have the opportunity to participate in an optional site visit to view student and human resources records at the System Office and Bluegrass Community & Technical College. The onsite visit will be on November 17, 2010. Contractors interested in participating in the onsite visit should contact Jennifer L. Kelly by November 12, 2010.

14. QUESTIONS ABOUT THIS RFP

All questions should be submitted in writing to:

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

Questions may be transmitted via facsimile to 859-256-3124 or by e-mail to jennifer.kelly@kctcs.edu no later than Tuesday, November 23, 2010.

Proposals transmitted via facsimile will not be accepted.

15. TERM OF CONTRACT

The contract resulting from this solicitation shall be for a period of five years with the possibility of renewal for future periods. Renewal is not guaranteed, but may be executed by mutual agreement.

16. 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

17. 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 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. KCTCS reserves the right to award a contract for only the services that may be required as determined by KCTCS leadership.

18. EVALUATION OF PROPOSALS

Contract award will be made by KCTCS Purchasing 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. 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. Technical Quality

Response to technical and functional specifications, and technical and architectural approach; growth potential and system flexibility;

2. Understanding and Experience

- Demonstrated knowledge of technical requirements in the design, development, deployment, ongoing operation and maintenance, and software updating of similar systems
- Proven delivery and installation experience
- Satisfaction of existing customers and demonstrated record of customer support

3. Quality of Services

- Warranties and maintenance services in place;
- System support for users and developers; and
- Reliability of services.

4. Commercial Quality

- Quality of proposal and components and
- Commercial viability.

5. Financial Data

- Price Proposal;
- Operational and development costs;
- Ongoing costs.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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 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 shall belong to KCTCS. Neither 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 contractor, 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.

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