



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 -00102	RETURN ORIGINAL COPY OF PROPOSAL TO:
Issue Date:	December 16, 2010	KENTUCKY COMMUNITY AND TECHNICAL COLLEGE SYSTEM
Purchasing Officer:	Jennifer L. Miracle	PURCHASING DIVISION
Phone:	(859) 256-3297	300 NORTH MAIN ST.
Schedule Name:	Executive Leadership Development	VERSAILLES, KY 40383
Total number of Pages:	13 pages total	

IMPORTANT: PROPOSALS MUST BE RECEIVED BY: January 12, 2011, 4:00 PM 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

The Kentucky Community and Technical College System (KCTCS) issues this Request for Proposal for the purpose of providing a comprehensive array of services for executive leadership development to advance KCTCS towards achieving its vision of becoming the nation's premier community and technical college system. In today's rapidly changing and competitive environment, organizational leaders must be adept at moving quickly to build new and broader leadership capabilities to better connect management decisions and business results.

KCTCS executives provide leadership, support, and service to a statewide system of 16 independently accredited community and technical colleges. KCTCS is the largest provider of higher education and workforce training in the Commonwealth, serving over 100,000 students per year. In striving to become the nation's premier community and technical college system, KCTCS endeavors to create supportive working and learning environments for all employees and students. The primary function of KCTCS leadership is to ensure that the vision, mission, and goals of KCTCS are achieved.

KCTCS has made remarkable progress towards achieving its vision of becoming the premier community and technical college system in the nation. Such progress is due in part to the KCTCS leadership's decision and commitment to create an appreciative, strengths-based organizational culture. Appreciative Inquiry (AI) affirms past and present strengths and successes by asking questions to explore new possibilities and create future opportunities. A strengths-based organizational culture leverages the personal strengths of its employees to contribute to maximizing the organization's success. KCTCS began this culture shift in 2008 by introducing Appreciative Inquiry and strengths recognition and development to all levels of employees system-wide. Following this initial introduction, more in-depth AI instruction and strengths understanding was then offered to System Office management and staff, in an effort to infuse both into the culture of KCTCS.

As a result, many members of the KCTCS community are shifting their workplace practices, resulting in increased engagement, improved relationships, better decision-making practices, and improved clarity on outcomes at all levels of the organization. Any culture change initiative requires strong leadership support for overall success. Such leadership and modeling from KCTCS' executives (aka. as the PLT - President's Leadership Team which consists of the President's Cabinet and the 16 college presidents, is essential to the success of

transforming the KCTCS culture. KCTCS' executives are committed to placing emphasis on changing workplace behavior, culture and habits by reframing daily work solutions with an appreciative and strengths-based focus.

As such, KCTCS is creating an executive leadership development initiative that will further focus on AI, strengths, as well as transformative leadership. To accomplish the envisioned executive leadership initiative, the proposer should develop customized, multi-dimensional approaches that may include, but are not limited to, coaching/mentoring sessions, group discussions, case studies, role playing, leadership workshops/seminars, and strategy simulations to provide new insights and further develop knowledge, skills, and abilities in such areas as:

- Leading Appreciative Inquiry to facilitate culture transformation
- Discovering others' strengths and capabilities and using those strengths to build high performing teams
- Creating a culture of sustainable, competitive advantage
- Demonstrating a commitment to lifelong learning and collaborative leadership to build an effective organization
- Demonstrating value for diversity, inclusion and engagement
- Supporting and sustaining strategic innovations
- Building coalitions across the organization

This proposal is for the period of the contract providing professional development opportunities. Program participants will:

- Build on their understanding, application and practice of AI, change management, project management and collaboration in the workplace to further the transformation of KCTCS.
- Expand the capacity of KCTCS executives to lead a strength-based organization;
- Experience opportunities to learn, experience, and practice skills and competencies important for leading an appreciative, strength-based organization.
- Create a team generated short-term plan, grounded in current experience and new knowledge, for leading the culture transformation.
 - Plans will include professional, personal, team and organizational design goals that are specific, measurable, achievable, relevant, and timely to overall transformation and strategic goals.

The emphasis is focused on exploring long term options and benefits. KCTCS may elect to award contracts to multiple vendors as a result of this RFP, or award a contract for solutions that meet some, but not all requirements stated herein, if it is in their best interest to do so. Specifically, separate contracts may be awarded

for ongoing or one-time professional leadership development services in order to obtain the most cost effective, competent and flexible resource mix. The proposers(s) will afford the KCTCS executive leadership the opportunities to learn, experience, and practice skills and competencies essential for leading an organization. In today's ever changing environment, the proposers(s) must have the ability to offer highly personalized, cost-effective on-site services that meet the unique needs of KCTCS.

KCTCS is providing a winning strategy to secure a stronger future for the Commonwealth.

2. SCHEDULE OF IMPLEMENTATION AND PERIOD OF PERFORMANCE

After a review of the written proposals, the Contractors with the best proposals may be asked to attend oral interview sessions to be held at the KCTCS System Office, Versailles, Kentucky. All costs associated with the 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. Recommendations prepared through the contract are to be completed by June 30, 2012.

KCTCS reserves the right to reject any and all proposals, or any part thereof, or to accept any proposals or any part thereof, or to waive any informalities or defects in any proposal, as deemed to be in the best interest of KCTCS. KCTCS reserves the right to re-issue or change the RFP, and to obtain the professional services by any other measures.

3. 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.

4. 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 five (5) 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. January 12, 2011.** 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.

5. 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 may 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 references of successful programs it has previously implemented at other organizations. Contractor's proposal should include no less than five (5) client references which may be contacted by KCTCS. Each reference shall include the name of the company, name and title of person responsible for the company's human resources, address, and telephone number. 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.

Firms must be able to demonstrate the ability to provide full services for an organization as large and geographically dispersed as KCTCS. KCTCS currently employs approximately 4,400 full-time employees in 68 locations throughout the Commonwealth of Kentucky.

6. GENERAL

The resulting contract between KCTCS and the Contractor shall consist of (1) 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.

7. 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.

8. 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.

9. PROPOSAL INSTRUCTIONS

A complete proposal will consist of the following. Number the sections of your response to relate to these criteria.

- A. Overview and Philosophy – Provide a general overview of the Contractor’s organization and operating structure. Include a narrative history of the organization, and explain the added value that your organization provides and distinguishes it from all others.
- B. Staffing – Describe the staff involved in the management of the organization as well as staffing resources available to complete the requirements of the proposal.
- C. Fees - Provide a schedule or 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 KCTCS. A schedule of the delivery of the services should be included with the appropriate alignment of payments due.
- D. Qualifications

Provide detailed information on your firm, including:

- History
- Ownership and principal officers
- Financial status
- Experience pertinent to the KCTCS account
- Office(s) location(s) that would provide direct services and a full description of other resources that will be utilized for the KCTCS account
- Major claims or lawsuits, if any, pending against the firm and that would be considered material to the firm's financial status
- Errors and Omission insurance with at least a \$1 million dollar policy limit, provided by a carrier acceptable to KCTCS.

- E. Personnel

Identify and describe the pertinent experience of the proposed KCTCS account manager, other individuals who would support him or her, and other personnel who would be involved in servicing the account in any way. Provide information regarding the functions to be performed by these persons and how their activities would be directed and coordinated.

Include resumes of all key persons to be involved in servicing the account.

- F. Demonstrating Competence

Below is a list of information Contractors are encouraged to include in their proposal and be prepared to address in an oral presentation:

- Contractor's experience in Executive Leadership Development with organizations similar in structure to KCTCS?
- A proposed time-line of activities the Contractor would perform on behalf of KCTCS during the contract period.

G. References

The Contractor's proposal should include no less than five (5) client references, which may be contacted by KCTCS. Each reference shall include the name of the company, name and title of person responsible for the company's human resources program, address, and telephone number.

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 the KCTCS Purchasing Department prior to the time for receiving proposals shall be covered in the proposal and in closing a contract that 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.

14. QUESTIONS

All questions should be submitted in writing to:

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

Questions may be transmitted via facsimile to 859-256-3124, or via email (preferred method) at Jennifer.miracle@kctcs.edu, no later than Tuesday, January 4, 2011. KCTCS will be closed for the Holidays from December 20, 2010 through January 2, 2011. We will reopen on January 3, 2011.

Proposals cannot be faxed.

15. TERM OF CONTRACT

A personal service contract will be issued for the services and shall be subject to review by the Legislative Research Commission Government Contract Review Committee.

16. TERMINATION OF CONTRACT

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

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

17. 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.

18. 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.

19. EVALUATION OF PROPOSALS

Contract award will be made by the KCTCS Purchasing 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 Proposer's experience and expertise in successfully providing executive-level leadership development services, as outlined in the Scope of Services, with organizations similar in size, nature and complexity to KCTCS.
2. The proposal's quality and responsiveness in clearly stating the understanding of the work to be performed.
3. Proven results and demonstrated responsiveness to KCTCS' leadership's needs.
4. Qualifications of the Contractor's personnel, specifically past experience in organizational executive leadership development.
5. The Proposer's references.
6. Fees for the proposed services.

20. REJECTION OF PROPOSALS

KCTCS reserves the right to reject any and all proposals and to waive technicalities and minor irregularities in proposals for good cause.

Grounds for the rejection of a proposal include, but shall not be limited to:

- Failure of a proposal to conform to the essential requirements of the solicitation.
- A proposal imposing conditions, which would modify the terms and conditions of the solicitation, or limit the 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.

21. 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.

22. 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.

23. 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.

24. 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.