



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 – 0082	RETURN ORIGINAL COPY OF PROPOSAL TO:
Issue Date: Friday, July 10, 2009	KENTUCKY COMMUNITY AND
Purchasing Officer: Jennifer L. Kelly	TECHNICAL COLLEGE SYSTEM
Phone: (859) 256-3297	PURCHASING DIVISION
Schedule Name: Non-Credit Registration	300 NORTH MAIN STREET
Total number of Pages: Courseware Mgt. Solution	VERSAILLES, KY 40383
15 pages including cover sheet	

IMPORTANT: PROPOSALS MUST BE RECEIVED BY: Friday, August 7, 2009, 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 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

Project Title: KCTCS Non-Credit/Workforce Development Registration /Course Management Solution

Kentucky Community and Technical College System (KCTCS) is seeking proposals for a non-credit/continuing education administrative software solution to support workforce and community education non-credit courses for the 16 colleges in the system. KCTCS may award more than one contract as a result of this RFP, or award a contract for a solution that substantially meets most, but not all requirements stated herein, if it is in their best interest to do so.

The primary function of the system is to provide a customized, responsive registration/course management system with at least some customer relationship management features supporting workforce and community education non-credit courses and provide the 16 KCTCS colleges with an efficient and user friendly system to provide student self service (payments, refunds, registration for classes, class schedules, etc), ability for staff to register students, maintain data, generate reports, catalog courses, and export financial data to KCTCS accounting systems. The solution should be:

- Intuitive and end user friendly
- Scalable with the ability to handle potentially hundreds or thousands of concurrent sessions
- Proven installations in higher education for the system proposed. Experience with customers using Oracle PeopleSoft Financials is a plus.
- Accessible via the world wide web using secure HTTP
- A stated commitment to ongoing support and development of company solutions, including plans for future system enhancements
- The ability to build classes, catalogues and website simultaneously
- Secure on-line registration capabilities including the ability to include or incorporate a secure site for credit card payment and ability to refund payments
- Functionality to email confirmation to student after successful registration
- Online class search providing total cost of course including materials
- The ability to register, transfer, assign grades, and cancel students
- The ability to require immediate payment as term of enrollment
- A reporting system to create and customize reports of every data item in the system
- Ability to have multiple fee payment structures
- Multichannel communications ability to communicate to prospects, students, corporations, and alumni – at least via email
- The ability to track student evaluations of classes

- Course accounting and budgeting (budget/income/expense reports) with ability to interface financial data with Oracle PeopleSoft Financials (currently version 9)
- A faculty management system
- A company contact repository
- The ability to customize the self service website for each KCTCS college
- ADA (section 508) compliant
- A facility to identify a duplicate student registration so as not to create two records for the same student if possible based on data entered
- Ability to contract with software provider for staff training and train-the-trainer sessions
- Ability to enroll large numbers of students in corporate classes with the need to track name, SSN, other bio/demo data
- Ability to enroll students en masse (batch enroll) into a course
- Support corporate or outside agency relationships for training that is different than the traditional academic model
- Ability to interface student, instructor, and course data with the KCTCS learning management system (currently Blackboard)
- Availability of searchable online course catalog and class schedule
- Generation of certificates (paper or online)

It is the desire of KCTCS to implement the system at least partially by July 1, 2010. This RFP will be used to acquire the software, implementation services, support, and any required hardware services.

2. Service Requirements Specification Summary

In this section of the RFP, KCTCS outlines some key requirements. Vendors are asked to submit responses to all questions and provide all information requested below.

A. Infrastructure

What hardware platforms, operating, and database systems can be used to support the proposed system? What browsers are supported? How should such platforms be sized? Are any additional software licenses or packages needed to support this application? Please provide a recommendation on the configuration of server hardware for this project.

Vendor Response:

Describe the specifications for the client platforms, including operating system, amount of memory, processor speed, etc.

Vendor Response:

Describe how the security and integrity of the data is ensured for this application. Describe how the system is secured on the network from external access and attacks.

Vendor Response:

Describe how this system can be implemented to function in a statewide data network (with multiple firewalls) while maintaining security for the system and acceptable performance. Give examples of similar environments where this is being done with your application.

Vendor Response:

B. Software As A Service (SAAS) / Technical details

Do you offer software in a hosted SAAS model? What is your pricing for a SAAS model? What is your Service Level Agreement (SLA) for this solution?

Vendor Response:

Describe how data is stored and what kind of software tools can be used to report against it (proprietary or non-proprietary). How can data be exported to KCTCS data warehouses and decision support systems?

Vendor Response:

The system must be able to authenticate user ID and password against the KCTCS Active Directory (LDAP) structure.

Vendor Response:

What is the recommended hardware configuration if you do not offer a SAAS model?

Vendor Response:

C. Building Courses and Classes

The system must have the ability to collect detailed, custom information about courses and classes including but not limited to title, description, category and type, contact hours, CEU detail, term, dates, times, location, minimum/maximum participants, instructor, class expenses, and tuition per person or class. The system must generate a unique ID number for each course and section.

Vendor Response:

D. Course Catalogues

The system must be able to create a course catalog specific to each KCTCS campus using the data entered when building courses and classes. The catalog must be able to list multiple sections with identical as well as different locations and times. This system should include the ability to include or exclude specific classes for each campus.

Vendor Response:

E. Web Course Schedule

The system must be able to create websites specific to each KCTCS campus using the data entered when building courses and classes. Each college should be able to easily customize and update their own website. This system should include the ability to include or exclude specific classes for each campus. *Preference will be given to a solution that can serve all KCTCS colleges from a single physical database.*

Vendor Response:

F. On-line Registration/Payments

The system must allow for on-line registration by participants and staff and should include the ability to apply multiple fee structures, utilize custom discounts, perform course searches, and generate receipts. Online registration must be accessible via a web browser and support such internet browsers such as Internet Explorer, FireFox, or Safari.

Vendor Response:

On-line payments

The on-line registration system must include a secure PCI compliant site for credit card payments. Ability to also process e-checks would be preferable. The system must be able to easily refund payments.

Vendor Response:

G. Communications Capability

The system must have the ability to collect participant email addresses which can be used for sending registration confirmations, class confirmations, class cancellations, and targeted program promotions. The system should also be able to track these communications and offer multiple channels of communication to students and institutions.

Vendor Response:

H. Participant Information

The system must have the ability to collect and report detailed, custom data about participant demographics, registrations, class schedules, transcripts, and financial transactions. The software must generate a uniquely identifying number for each participant. The software should have features which will enhance the efficiency of data entry and minimize errors.

Vendor Response:

I. Register, Transfer and Cancel Participants

Staff should be able to register, transfer and cancel participants. Participants should be able to perform these functions on their own registrations. These roster changes should occur in real time. The system should automatically generate electronic and printed confirmations to participants and electronic notifications to staff.

Vendor Response:

J. Multiple Fee Structures

The system must be able to handle multiple fee structures and multiple materials charges for every class including over and under payments. For example, senior discounts, pay for three people get one free, faculty & staff discounts etc.

Vendor Response:

K. Customization/configuration of data entry fields

In addition to standardized data, the system must give colleges customizable options to collect different types of information that is applicable to our needs.

Vendor Response:

L. Participant/Course Evaluations

The system must have the ability to collect evaluation data and generate compiled evaluation analysis reports.

Vendor Response:

M. Course Accounting & Budgeting

The system must have the ability to use customized formulas to calculate net profits for each class and to generate reports detailing net gains. The system must be able to interface financial data with the KCTCS accounting system of record.

Vendor Response:

N. Faculty Management System

The system should have the ability to keep all pertinent instructor information on hand, be able to change information for instructors that may be paid on different pay rates depending on the topic taught, and should have the ability to initiate payroll requests automatically.

Vendor Response:

O. Company Contact Information

The system should have the ability to keep all pertinent company and company contact information. The system must have customizable drop downs for the company information.

Vendor Response:

P. Customized Websites

Each college must have their own website that are updated automatically as new classes are created. Each college must maintain the ability to have different policies, pricing fees etc. All of which would be different for every college website.

Vendor Response:

Q. Security

The system must be physically discrete and offer security measures.

Vendor Response:

R. Reporting

The system must be able to extract any and all information, whether it is financial or student information. The software should include enhanced features to allow for customization of reports and queries.

Vendor Response:

S. Data Entry Features and Customization

The system must be able to be customizable when entering data, preferably via a configuration rather than a pure customization. The software should include the ability to build your own student profile fields, ability to “turn on or off” certain features, set up default values and customize according to user’s needs. How are customizations done to your package? If the source code is exposed to the client, what development toolkit is used to modify the code?

Vendor Response:

T. Responsive to Customers/Participants

The system must have the ability to collect information from customers (by phone or in person) in an efficient, timely manner in order to maintain outstanding customer service.

Vendor Response:

U. Participant/Company Prospect List

The system must have the ability to customize queries to generate participant and company prospect lists.

Vendor Response:

V. Exporting Data

The system must be able to extract any and all information so that it can be moved to and used with other software packages notably our data warehouse and PeopleSoft Campus Solutions system if the student is to take for-credit courses.

Vendor Response:

W. Conference Feature

The system must have the ability to register participants for a conference which would allow us to register an individual in one large event and then enter them into concurrent sessions.

Vendor response:

X. Training

How is training or train the trainer education performed?

Vendor response:

Y. Certificates & transcripts

How does this system generate certificates? How are they stored in the database? How would a KCTCS college print a certificate for a student?

Does your system have the ability to generate a transcript of the courses a student has taken?

Vendor response:

3. KCTCS 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 67 campuses located throughout the state. The system has a current enrollment of 92,000 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.

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 with live signature and ten (10) 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 Friday August 7, 2009 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. 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. These references should be registering 60,000+ individuals annually with a course catalogue of at least 2,500 courses. 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. 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.

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.

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 seven calendar days prior (Friday, July 31, 2009) to the RFP due date.

Proposals transmitted via facsimile will not be accepted.

15. TERM OF CONTRACT

The contract resulting from this solicitation shall be for a period of one year 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.

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. 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.

22. 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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