



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-0078	RETURN ORIGINAL COPY OF PROPOSAL TO: KENTUCKY COMMUNITY AND TECHNICAL COLLEGE SYSTEM PURCHASING DIVISION 300 NORTH MAIN ST. VERSAILLES, KY 40383
Issue Date: December 5, 2008	
Purchasing Officer: Jennifer L. Kelly	
Phone: (859) 256-3297	
Schedule Name: Safety & Regulatory Online Training	
Total number of 10 pages including cover sheet	
Pages:	

IMPORTANT: PROPOSALS MUST BE RECEIVED BY: January 20, 2009; 4:00 P.M. Lexington 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 Proposals for the purpose of providing a hosted online learning management system, content library and support services to deliver licensing, continuing education and certification courses online in regards to safety and regulatory training for the Kentucky Community and Technical College System (KCTCS), Ashland Community & Technical College, including the following services:

- Provide all resources required for course delivery, administration and support
- Provide the most current versions of online course content that would be applicable to ACTC's business model and website
- Provide computer based curriculum (web based)
- Provide learning management software
- Provide online university software
- Provide a customized Internet link to the Courses, which should include, but is not limited to the following courses:

OSHA Outreach Training

10 Hour Construction Outreach
10 Hour Construction Outreach – Spanish
30 Hour Construction Outreach
10 Hour General Industry Outreach
30 Hour General Industry Outreach

Hazardous Waste

Hazwoper 40 Hour Course
Hazwoper 24 Hour Course
Hazwoper 8 Hour Refresher
First Responder Awareness Level – 4hr
First Responder Operations Level – 8hr
DOT Hazmat General Awareness

General Industry Courses

HACCP Food Safety Course
NFPA 70E
OHSAS 18001
ISO 14000
Beryllium and Cadmium Hazards in the Workplace
Blood borne Pathogens
Building Security
Business Ethics
Confined Spaces for General Industry
Drug and Alcohol Abuse in the Workplace
Electrical Safety for General Industry
Ergonomics for Non-Office Workers
Ergonomics for Office Workers
Hazard Communication
Hazardous Materials
Hazards of Asbestos in the Workplace
Industrial Hygiene
Introduction to OSHA and the OSHA Act
Ionizing and Non-ionizing Radiation Safety
Lead Safety in the Workplace
Lockout/Tagout
Machinery and Machine Guarding
Materials Handling and Storage for General Industry

Means of Egress and Fire Protection
OSHA - HAZWOPER
Personal Protective & Lifesaving Equipment
Personal Protective Equipment for General Industry
Personal Response to Trauma
Professional Response to Trauma
Safety and Health Programs
Safety Orientation
Use of Explosives in the Workplace
Walking and Working Surfaces
Welding, Cutting and Brazing for General Industry
Workplace Violence

Construction Courses

OSHA Concrete & Masonry
KY-OSHA Cranes & Rigging
KY-OSHA Electrical Safety
KY-OSHA Excavations
KY-OSHA Fall Protection
KY-OSHA Fire Protection
KY-OSHA General Safety & Health Provisions
KY-OSHA Hand & Power Tools
KY-OSHA Intro to KY-OSHA
KY-OSHA Scaffolding
KY-OSHA Stairways & Ladders
Concrete & Masonry
Confined Spaces
Cranes, Derricks, & Hoists
Cranes & Rigging
Demolition
Electrical Safety
Excavations
Fall Protection
Fire Protection
General Safety & Health Provisions
Hand & Power Tools
Introduction to OSHA & OSHA Act
Materials Handling
Motor Vehicles
Occupational Health and Environmental Controls
OSHA 1926 STD 3-1.1 (2004)
Personal Protective Equipment
Process Safety Management
Recordkeeping
Scaffolding
Stairways & Ladders
Steel Erection
Welding, Cutting, & Brazing

- Provide the certificate and the shipping of the certificate to students
- Keep accurate records of course sales and provide course tracking system log-in
- Provide 24 X 7 call center support for all students
- Adhere to the most up to date web procedures, as set forth by KCTCS

2. SCHEDULE OF IMPLEMENTATION AND PERIOD OF PERFORMANCE

Work will begin 15 to 30 days from the date of award.

3. KCTCS and ASHLAND COMMUNITY & TECHNICAL COLLEGE OVERVIEW

Colleges of the Kentucky Community and Technical College System are located throughout the Commonwealth of Kentucky, with the System Office located in Versailles, Kentucky. KCTCS is an innovative and comprehensive system of public two-year colleges with a mission to become the nation's best by the year 2020 through the advancement of life-long educational development of adults consistent with their needs, interest, abilities, and efforts, and to strengthen the economic, social, and cultural life in the Commonwealth.

KCTCS accomplishes this purpose by providing high-quality, flexible educational programs and services which are academically, geographically, and financially accessible, and which meet individual and community needs. This purpose requires a fundamental commitment to teaching excellence and a supportive, caring student environment.

Currently KCTCS offers more than 700 degree, diploma, and certificate programs along with a comprehensive literacy program and an extensive array of corporate and continuing education offerings. KCTCS has colleges that are fully accredited by the Commission on Colleges of the Southern Association of Colleges and Schools and by the Commission on Occupational Education. KCTCS is also a member of the League for Innovation in Community Colleges. (For more information, please visit <http://www.kctcs.edu>)

Located in the foothills of eastern Kentucky, Ashland Community & Technical College has been the two-year college of choice for students in the Ashland area since 1938.

As part of Kentucky Community and Technical College System, Ashland Community & Technical College offers university-parallel programs for transfer to four-year institutions and career programs for advancement in many professional and technical fields. In addition, ACTC responds to the needs of local business and industry for state-of-the-art workforce training. Thousands of people in the tri-state area of Kentucky, Ohio and West Virginia visit an ACTC campus throughout the year for life-long learning experiences and cultural programs. (For more information, please visit <http://www.ashland.kctcs.edu>).

4. SUBMISSION OF OFFER

Contractors desiring to respond to this Request for Proposal should submit one (1) original with live signature and five (5) 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 St., Versailles, KY 40383, until 4:00 p.m. January 20, 2009. 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 IT training programs it has previously implemented at other public institutions. 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.

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:

- 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. This should include prices for the following:
 - 1. Customization of an online delivery application and enrollment/testing system
 - 2. Provisioning DNS, configuration of a course catalogue, customization of user interface and set up support for student customer service
 - 3. Tuition sharing percentages with KCTCS, Ashland Community & Technical College.

Contractors should demonstrate their abilities in curriculum knowledge and development.

In their proposals, contractors should show how they intend to discount their rates or offer free services in support of KCTCS.

Proposals should include measurements to gauge the effectiveness of the program.

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

All questions should be submitted in writing to:

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

The preferred method of question transmittal is via email to: Jennifer.kelly@kctcs.edu, no later than Friday, January 9, 2008.

Proposals cannot be faxed.

15. TERM OF CONTRACT

The price contract resulting from this solicitation shall be for a period of three (3) years with the possibility of three (3) year renewals 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
- 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 the KCTCS Purchasing Department after evaluation by the committee selected solely for this purpose. Please prepare your offer addressing each of the criteria listed below. Number the sections of your response to relate to these criteria. Proposals will be evaluated using a predetermined method to ascertain which proposer best meets the needs of KCTCS. The evaluation will be based on:

1. The proposal's responsiveness in clearly stating the understanding of the work to be performed
2. The firm's experience with similar training
3. The firm's experience with postsecondary education
4. The firm's size and structure.
5. Proven results and demonstrated responsiveness to clients needs
6. Fees and fee sharing for the proposed services.

19. 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.

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.

W-9 Form

A completed, signed W-9 form must be submitted with the bid. This information must be obtained prior to award of a contract. Bids received without a completed W-9 form may be rejected. A form has been attached for completion.

W-9

Form Substitute

Kentucky Community and Technical College System

SUBSTITUTE W-9

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name (if different from above)	
	☐ Check appropriate box: ☐ Individual/sole proprietor ☐ Corporation ☐ Partnership ☐ Limited liability company. Enter the tax classification (Disregarded entity, C corporation, Partnership) ▶ ☐ Exempt payee ☐ Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	KCTCS PURCHASING 300 NORTH MAIN STREET VERSAILLES KY 40383
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
or								
Employer identification number								

Part II Business Classification (✓ all that apply)

- ☐ A. **Small Business** concern as defined by federal law (generally has fewer than 500 employees to include affiliates, and is independently owned and operated and is not dominated in its field of operation).
- A. 50 or less C. 101-250 E. 501-750 G. Over 1,000
B. 51-100 D. 251-500 F. 751-1,000
- ☐ B. **Women-Owned** small business concern is at least 51% owned by one or more women; or if publicly owned, at least 51% of the stock is owned by such individuals AND its management and daily operations are controlled by them as well.
- ☐ C. **Small disadvantaged/minority** business concern is at least 51% owned, managed and operated on a daily basis by one or more socially and economically disadvantaged or minority individuals. Non-minority women should not check this. Recognized disadvantaged/minority classification include:
- ☐ Physically Disabled ☐ Veterans Veterans ☐ African American ☐ Native American ☐ Hispanic American ☐ Asian American ☐ Other

Part III Certification

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign
Here

Signature of
U.S. person ▶

Date ▶