



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 – 0098	RETURN ORIGINAL COPY OF PROPOSAL TO:
Issue Date: September 7, 2010	KENTUCKY COMMUNITY AND
Purchasing Officer: Jennifer L. Kelly	TECHNICAL COLLEGE SYSTEM
Phone: (859) 256-3297	PURCHASING DIVISION
Schedule Name: Web Operations Hosting and Services	300 NORTH MAIN STREET
Total number of Pages: 10 pages including cover sheet	VERSAILLES, KY 40383

IMPORTANT: PROPOSALS MUST BE RECEIVED BY: September 21, 2010, 4:00 PM Local Time

1. It is the intention of the Request for Proposal (RFP) to enter into competitive negotiation as authorized by KRS 45A.085.
2. Proposals for competitive negotiation shall not be subject to public inspection until negotiations between the purchasing agency and all offerors have been concluded and a contract awarded to the responsible offeror submitting the proposal determined in writing to be the most advantageous to the KCTCS, price and the evaluation factors set forth in the advertisement and solicitations for proposals considered.
3. An award of contract may be made upon the basis of the initial written proposals received without written or oral discussions.
4. Contracts resulting from this RFP must be governed by and in accordance with the laws of the Commonwealth of Kentucky.
5. The KCTCS reserves the right to request proposal amendments or modifications after the proposal receiving date.
6. The contents of the successful proposal shall become part of any contract awarded.

NOTICE

1. Any agreement or collusion among offerors or prospective offerors which restrains, tends to restrain, or is reasonably calculated to restrain competition by agreement to bid at a fixed price or to refrain from offering, or otherwise, is prohibited.
2. Any person who violates any provisions of KRS 45A.325 shall be guilty of a felony and shall be punished by a fine of not less than five thousand dollars nor more than ten thousand dollars, or be imprisoned not less than one year nor more than five years, or both such fine and imprisonment. Any firm, corporation, or association which violates any of the provisions of KRS 45A.325 shall, upon conviction, be fined not less than ten thousand dollars nor more than twenty thousand dollars.

AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION AND NON-CONFLICT OF INTEREST

I hereby swear (or affirm) under the penalty for false swearing as provided by KRS 523.040:

1. That I am the offeror (if the offeror is an individual), a partner, (if the offeror is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the offeror is a corporation);
2. That the attached proposal has been arrived at by the offeror independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the Request for Proposal, designed to limit independent bidding or competition;
3. That the contents of the proposal have not been communicated by the offeror or its employees or agents to any person not an employee or agent of the offeror or its surety on any bond furnished with the proposal and will not be communicated to any such person prior to the official opening of the proposal;
4. That the offeror is legally entitled to enter into contracts with the Kentucky Community & Technical College System, and is not in violation of any prohibited conflict of interest, including those prohibited by the provisions of KRS 45A.330 to .340, 164.390, and
5. That I have fully informed myself regarding the accuracy of the statement made above.

SWORN STATEMENT OF COMPLIANCE WITH CAMPAIGN FINANCE LAWS

In accordance with 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 purpose of this RFP is to select a Hosting Service Provider (HSP) who will host and support the systems for KCTCS web operations, including over 20 public web sites and the employee intranet system. The HSP will provide all the hardware and network connectivity necessary to host and support the production and Training environments for the KCTCS Web Services applications. In addition the vendor will be responsible for providing and ensuring network security and a high degree of availability for the environments.

KCTCS Web Services applications, processes, and services are critical to the achievement of the mission of KCTCS. The HSP must assure maximum levels of integrity, responsiveness, and stability for the systems. The staff of the successful HSP must be adept at managing complex projects and will provide from its own resources or other strategic relationships innovative solutions, implementation resources, and reliable operations expertise.

The HSP will be responsible for supplying and supporting the hardware and network infrastructure for production and training environments for KCTCS web operations. These include over 20 public-facing web sites on the Sitecore web content management system serving over 100,000 students and the general public and an employee intranet on Microsoft SharePoint serving approximately 10,000 KCTCS faculty and staff members.

REQUIREMENTS

- The HSP must be housed in a secure facility with redundant infrastructure components (electricity, environmental controls, network connectivity, etc.)
- The HSP must offer sufficient infrastructure scalability to support current and expanded KCTCS web operations.
- The HSP must offer sufficient flexibility to scale services and charges upward or downward based on KCTCS needs.
- The HSP must offer monitoring, reporting, helpdesk services, capacity planning and coordination, complete back-up capabilities, and should offer optional disaster recovery planning and services.
- The HSP must demonstrate the existence of well-defined, efficient, and reliable processes for resolving service issues and performing contracted duties.
- The HSP must have a Kentucky Post-Secondary Education Network connection and make this connection available to KCTCS.
- The HSP must be able to provide maximum service levels and uptime.
- If applicable, the HSP must be able to assist with the transition from an existing HSP.
- The HSP must provide a robust and scalable hardware/software/network environment to support virtual hosts with the possibility for dedicated disk spindles, pass-through disk access, and other performance-enhancing options.

2. SCHEDULE OF IMPLEMENTATION AND PERIOD OF PERFORMANCE.

Implementation will begin upon award of a contract. However, November 1, 2010 is the projected date for directing all traffic to the selected HSP.

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. on Tuesday, September 21, 2010**. Each proposal will be stamped with the time and date of receipt. Any proposal received after 4:00 p.m. will not be considered for an award of a contract. In accordance with KRS 45A.085, there will be no public opening. However, after contract award, the solicitation file will become a public record.

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 services it has provided for other organizations. We strongly prefer experience with higher education institutions in Kentucky.

Information provided must include persons to contact with addresses and phone numbers, the size of the institution/business served, and other pertinent information such as the results from prior initiatives with specific achievements 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, and 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. Organizational Background – Provide a general overview of the Contractor's organization and operating structure. Include a narrative history of the organization; organizational mission, values, strategies and targeted customers. *Focus on points of differentiation that will make the organization a better fit for KCTCS than the Contractor's competitors.*
- B. Services – Provide a *comprehensive list of services and products* offered by the Contractor's organization and related to this RFP, including experience in each area.
- C. Requirements – Provide a *detailed description of how each of the requirements in Section 1 will be met.*
- D. Staffing – Provide a list of company employees that will be available to work on the KCTCS account. Include pertinent background information, specifically skills, projected role, and client experience. Additionally, *discuss how the staff will be organized to effectively manage the KCTCS business*, including typical procedures for providing back-up and redundancy of key resources.
- E. Processes – Provide detailed information about operating procedures related to the KCTCS requirements, describing *how services will be offered and high levels of quality service will be maintained.*
- F. Fees – Provide a *framework of how services will be charged listing hourly rates, fees for specific services, or other methods of fee assessment* including any a la carte fee structures, which may be used for invoicing KCTCS. Include optional pricing models if there are multiple alternatives. This should include prices for the all features and requirements in 1 above.

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.

Select respondents may be asked to provide an in-person presentation. Costs for travel and delivery of these presentations are solely the responsibility of the selected vendors.

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 Street
Versailles, KY 40383

Questions may be transmitted via email message to jennifer.kelly@kctcs.edu no later than Monday, [September 13](#), 2010.

Proposals cannot be faxed.

15. TERM OF CONTRACT

The contract resulting from this solicitation shall be for a period up to 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
- 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 and approximately 10,000 employees total.
- 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. Offeror's responsiveness (quality of presentation, ease to understand and thoroughness) to the work expectations presented in this RFP.
2. Demonstrated capacity in all areas for meeting the requirements expressed in this RFP.

3. Demonstrated experience with similar deployments or services.
4. The firm's successful experience with clients in higher education, especially with a two-year statewide system. Successful experience will be demonstrated through case studies and references of recent clients attesting to the firm's performance, with specific attention paid to client evaluations of quality and service.
5. Ability to meet KCTCS expectations as related to responsiveness, timelines, standards compliance, and reliability.
6. The firm's size and structure, including the availability of multiple experienced resources in each service area and the ability to provide services on a 24/7 basis.
7. Fees for 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.