



KPC
GRREC – KEDC - NKCES –OVEC - SESC - WKEC
KENTUCKY EDUCATIONAL DEVELOPMENT CORPORATION (KEDC)
904 ROSE ROAD
ASHLAND, KY 41102-7104
Member Services (606) 928-0205
www.kedc.org or www.kpc4me.com

*** REQUEST FOR PROPOSAL ***

REFERENCE:	<u>RFP-MUNIS REPORTING-2021</u>
PUBLIC NOTICE DATE:	<u>November 15, 2021</u>
OPENING DATE & TIME:	<u>November 29, 2021, 2:00 PM, Eastern</u>
CONTRACT PERIOD:	<u>Contract Award Date – November 30, 2022, plus any extensions</u>

BID PURPOSE: The Kentucky Educational Development Corporation (KEDC) Board of Directors, as the Legal Education Agency for KPC solicits sealed proposals for a Munis Reporting Platform to assist members with fulfilling their annual state financial reporting requirements for the school report card. The KEDC Board of Directors or its designee (hereinafter KPC), will establish contract(s) with the successful proposer(s), in accordance with the general and detailed terms, conditions, and specifications contained herein.

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STANDARD TERMS AND CONDITIONS

1. **INSTRUCTIONS FOR SUBMITTAL:** These standard terms and conditions along with the solicitation specific terms and conditions apply to all solicitations submitted. In the event of a discrepancy between the standard and solicitation specific terms, the solicitation specific terms will govern. The public notice for this invitation, the invitation itself, and any addendums are available for view, download, or print from the Internet at www.kpc4me.com on the public notice date and until the time and date specified for the solicitation opening. Tabulations will be made by KPC staff and, after the Board or its designee has taken official action, will be posted to the above website.

KPC utilizes an online interface that creates a confidential and encrypted electronic submission. Submission requires that each respondent have an updated account. Instructions on how to register as a new vendor or update an existing account and complete the submission process can be found at <http://www.kpc4me.com/bid-opportunity>. For assistance with registration or technical questions regarding the online interface contact info@kpc4me.com.

Submit all responses and any attachments via the online application. No other form of submission (e.g., paper, telephone, facsimile, telegraph, mail, etc.) will be accepted. Responses submitted on company forms are subject to rejection. The respondent acknowledges that the respondent has read this invitation, understands it, and agrees to bind by its terms and conditions.

2. **CLARIFICATION:** For clarification or additional information relative to this invitation contact the KPC Member Services Team by email at info@kpc4me.com or phone (606) 928-0205.
3. **PROCUREMENT CONSIDERATIONS:** KPC conducts all procurement transactions in full compliance with all applicable federal and state statutes, regulations, and rules.

It is the clear intention of KPC to foster all procurement transactions in a manner to provide to the maximum extent practicable, open, and free competition (20 U.S.C. 1221e-3(a)(1) and 3474, - 22 CFR 135).

KPC shall make positive efforts toward procuring and utilizing small business and minority-owned business sources of supplies and services. All such efforts shall be made to allow these sources the maximum feasible opportunity to compete for contracts.

All procurement procedures developed and implemented by KPC shall assure that unnecessary or duplicative items are not purchased. Where appropriate, considerations of lease and purchase alternatives will be made to determine which would be the most economical and practical procurement.

All KPC solicitations for goods and services shall be based upon a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not, in competitive procurements, contain features that unduly restrict competition. Brand name or equal clause may be used to define the performance of other salient requirements of procurement, and when so used to specify features of the named brand that must be met by respondent.

A contract will be entered into by KPC with only responsible respondents who possess the potential ability to perform successfully under the terms and conditions. Consideration shall be made for such matters as a respondent's integrity, record of past performance, financial and technical resources, or accessibility to other necessary resources.

KPC shall follow the principles of cost analysis in the review and evaluation of responses to determine if the respondent meets the requirements or reasonableness, allocability, and allowability.

4. AUTHENTICATION OF RESPONSE AND STATEMENT OF NON-COLLUSION AND NON-CONFLICT OF INTEREST AND COMPLIANCE WITH THE KENTUCKY MODEL PROCUREMENT CODE: By my signature on the certification or by electronically submitting my response to this solicitation, I hereby swear or affirm under penalty of false swearing as provided by KRS 523.040:
- a. I am the respondent (if respondent is an individual), a partner in the respondent (if the respondent is a partnership), or an officer or employee of the submitting corporation having authority on its behalf (if the respondent is a corporation).
 - b. The costs quoted in the response are correct and have been arrived at by the respondent independently and have been submitted without collusion and without agreement, understanding, or planned common course of action, with any vendor of materials, equipment, or services described in the solicitation, designed to limit independent competition.
 - c. The contents of this response have not been communicated by the respondent, or its employees, or agents to any person not an employee or agent of the respondent or its surety on any bond furnished with the response and will not be communicated to any such person prior to the official opening of the response. Respondent certifies that this proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. The respondent certifies that collusion is a violation of federal law and can result in fines, prison sentences and civil damage awards.
 - d. The respondent is legally entitled to enter contracts with agencies of the Commonwealth of Kentucky and is not in violation of any prohibited conflict of interest, gratuities and kickbacks including those prohibited by the provisions of the Model

Procurement Code (KRS Chapter 45A). Any employee or official of KPC or member institution, who shall take, receive, or offer to take or receive, either directly or indirectly, any rebate, percentage of contract, money, or things of value as an inducement or intended inducement, or in the procurement of business, or the giving of business, for or to or from, any person, or in open market seeking to make sales to the membership shall be deemed guilty of a felony and upon conviction such person or persons shall be subject to punishment or fine in accord with state and/or federal laws.

- e. The KPC collective procurement process is conducted consistent with KRS Chapter 45A:345 through 45A:460, the Model Procurement Code, and that the contents of this response and the actions taken by the respondent in preparing and submitting the response comply with the above referenced sections of the Model Procurement Code.

5. CERTIFICATION REGARDING LOBBYING: The respondent certifies, to the best of his or her knowledge and belief, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The respondent shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
- d. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. The Respondent will comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and the New Restrictions on Lobbying and has signed and attached to this agreement the Certificate Regarding Lobbying and, if applicable, the Disclosure of Lobbying Activities (Forms SF-LLL) and annually will sign and submit a certificate, if applicable, Form SF-LLL to KPC.

6. **CERTIFICATION CONCERNING DISBARMENT AND SUSPENSION:** The respondent understands that a contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."

By electronically submitting this solicitation, the respondent certifies as follows:

The certification in this clause is a material representation of fact relied upon by KPC. If it is later determined that the respondent knowingly rendered an erroneous certification, in addition to remedies available to KPC, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The respondent agrees to comply with the requirements of 2 CFR 180.220 while this offer is valid and throughout the period of any contract that may arise from this offer. The respondent further agrees to include a provision requiring such compliance in its lower tier covered transactions.

7. **ERROR IN SUBMISSION:** No submission may be altered or amended after the specified time and date set for the opening. The Board or its designee reserves the right to waive defects and informalities in response, to reject any or all submissions, or to accept any response as may be deemed to its interest. KPC may allow the withdrawal of a submission where there is a patent error on the face of the document, or where the respondent presents sufficient evidence, substantiated by worksheets, that the response was based upon an error in the formulation of the price.
8. **WITHDRAWAL OF SUBMISSION:** All submissions shall be valid for a period of thirty (30) days from the opening date to allow for tabulation, study, and consideration by the Board or its designee. The respondent may withdraw a submission, without prejudice, prior to the published opening date.
9. **ADDENDA:** KPC may issue addenda to the solicitation after its release.
10. **PROTEST PROCEDURES:** The Board or its designee shall have authority to determine protests and other controversies of actual or prospective respondents in connection with the solicitations or selection for award of a contract.

Any actual or prospective respondent, who is aggrieved in connection with solicitation or selection for award of a contract, may file protest with the Office of the Executive Director of KEDC. A protest or notice of other controversy regarding the solicitation must be filed prior to the opening. A protest or notice of other controversy regarding and award must be filed promptly within two (2) calendar weeks after award. All protests or notices of other controversies must be in writing and addressed to:

KEDC

ATTN: Chief Executive Officer

904 Rose Road

Ashland, KY 41102

The Board or its designee shall issue a decision in writing. A copy of that decision shall be mailed or otherwise furnished to the aggrieved party and shall state the reasons for the action taken.

The decision of the Board shall be final and conclusive.

11. **RESIDENT BIDDER STATUS:** The scoring of cost is subject to Reciprocal preference for Kentucky resident bidders. Vendors not claiming resident bidder status need not submit the corresponding affidavit.

KRS 45A.490 Definitions for KRS 45A.490 to 45A.494.

As used in KRS 45A.490 to 45A.494:

- a. "Contract" means any agreement of a public agency, including grants and orders, for the purchase or disposal of supplies, services, construction, or any other item; and
- b. "Public agency" has the same meaning as in KRS 61.805.

KRS 45A.492 Legislative declarations.

The General Assembly declares:

- (1) A public purpose of the Commonwealth is served by providing preference to Kentucky residents in contracts by public agencies; and
- (2) Providing preference to Kentucky residents equalizes the competition with other states that provide preference to their residents.

KRS 45A.494 Reciprocal preference to be given by public agencies to resident bidders -- List of states -- Administrative regulations.

- (1) Prior to a contract being awarded to the lowest responsible and responsive bidder on a contract by a public agency, a resident bidder of the Commonwealth shall be given a preference against a nonresident bidder registered in any state that gives or requires a preference to bidders from that state. The preference shall be equal to the preference given or required by the state of the nonresident bidder.
- (2) A resident bidder is an individual, partnership, association, corporation, or other business entity that, on the date the contract is first advertised or announced as available for bidding:
 - (a) Is authorized to transact business in the Commonwealth; and
 - (b) Has for one (1) year prior to and through the date of the advertisement, filed Kentucky corporate income taxes, made payments to the Kentucky unemployment insurance fund established in KRS 341.490, and maintained a Kentucky workers' compensation policy in effect.

- (3) A nonresident bidder is an individual, partnership, association, corporation, or other business entity that does not meet the requirements of subsection (2) of this section.
- (4) If a procurement determination results in a tie between a resident bidder and a nonresident bidder, preference shall be given to the resident bidder.
- (5) This section shall apply to all contracts funded or controlled in whole or in part by a public agency.
- (6) The Finance and Administration Cabinet shall maintain a list of states that give to or require a preference for their own resident bidders, including details of the preference given to such bidders, to be used by public agencies in determining resident bidder preferences. The cabinet shall also promulgate administrative regulations in accordance with KRS Chapter 13A establishing the procedure by which the preferences required by this section shall be given.
- (7) The preference for resident bidders shall not be given if the preference conflicts with federal law.
- (8) Any public agency soliciting or advertising for bids for contracts shall make KRS 45A.490 to 45A.494 part of the solicitation or advertisement for bids.

The reciprocal preference as described in KRS 45A.490-494 above shall be applied in accordance with 200 KAR 5:400.

An offeror claiming Kentucky resident bidder status shall complete the attached Required Affidavit for Bidders, Offerors, and Contractors Claiming Resident Bidder Status. KPC reserves the right to request documentation supporting a claim of resident bidder status. Failure to provide such documentation upon request shall result in disqualification of the offeror or contract termination.

A nonresident offeror shall submit its certificate of authority to transact business in the Commonwealth as filed with the Commonwealth of Kentucky, Secretary of State. The location of the principal office identified therein shall be deemed the state of residency for that offeror. If the offeror is not required by law to obtain said certificate, the state of residency for that offeror shall be deemed to be that which is identified in its mailing address as provided in its proposal.

12. PRE-QUALIFICATION: KPC reserves the right to pre-qualify any respondent, especially those that have not previously participated in the KPC program. Criteria for qualification shall include:
 - a. Product Line: The respondent shall provide proof that all items listed in the catalog are in stock or quickly obtained.
 - b. Physical Facilities - Respondent must have the warehouse facilities required to store safely and securely the products required by these specifications. KPC reserves the right to prequalify any or all respondents and to reject any respondent not meeting the requirements in the areas of warehouse facilities and equipment associated with and necessary for the safe and sanitary storage of items requested in these specifications. The facilities and operating practices must, always, comply with the United State Food, Drug, and Cosmetic Act as well as any State and Local Statute, Regulation or Ordinance where applicable.

- c. Financial Capacity - The potential respondent shall have financing adequate to purchase items in the most economical quantities. References may be requested to document adequate financial capacity.
 - d. Service Level - If KPC does not have adequate historical data to determine the respondent's ability to comply with the service level requirement outlined in this solicitation, then three letters of reference from previous school district customers shall be provided.
 - e. Past Performance – The respondent must demonstrate an acceptable level of past performance under previously awarded contracts including conformance to contract requirements, industry standards of performance, reasonable and cooperative behavior, commitment to customer satisfaction, and record of integrity and business ethics.
13. REVIEW: After the public opening of proposals received from the solicitation, KPC staff and member officials will review the results, develop a preliminary tabulation, and may contact the respondent for the purpose of clarification only.
14. NON-ASSIGNABILITY OF AWARD: Contractor shall not transfer any contract resulting from this solicitation to its successors or assigns without the prior, express approval of the Board or its designee.
15. PIGGYBACK CLAUSE: KPC reserves the right to extend the terms, conditions, and prices of the contractor to other Institutions who express an interest in participating in any contract that results from this solicitation. Each of the piggyback institutions will issue their own purchasing documents for purchasing of goods and services. The respondent agrees that KPC shall bear no responsibility or liability for any agreements between the respondent and the other Institution(s) who desire to exercise this option. Piggyback contracts may not extend beyond the contract date or any extensions established by KPC.
16. TRANSMITTAL OF ORDERS: KPC shall issue purchasing guidelines to members. The members will use formal purchase orders in ordering from the contractor. The successful respondent acknowledges that orders from KPC members transmitted from KPC's office on the member's behalf are acceptable. The successful respondent may use salespeople for in-person and/or telephone solicitation of orders in accordance with a mutually agreed schedule developed between the members and the contractor. The respondent shall accept orders electronically from KPC and/or members.
17. E-PROCUREMENT: KPC utilizes an e-procurement facilitation system for online ordering. Awarded catalog contractors may be required to have an online presence in the KPC e-procurement catalog by either:
- a. providing a list of items on a form furnished by KPC for catalog upload or,
 - b. establishing a cXML or punch out link between KPC and the awarded contractor's site.
- Catalog upload or punch out connections must be completed within 30 days of award notice.

18. **QUANTITIES:** It shall be understood that the contract will not obligate KPC or its members to purchase from the contractor.
19. **WARRANTY:** The contractor shall make available and honor all manufacturer's warranties, standard and extended, to all KPC members.
20. **HEALTH PRECAUTIONS:** Any employee or subcontractor of the awarded contract holder must abide by all posted safety guidelines when on premise (e.g., temperature checks, wearing a mask, etc.). Should an employee or subcontractor show signs of a fever, the district may refuse entry and reserves the right to notify the contract holder and local health officials. The awarded contract holder shall notify the member within 24 hours of any positive tests for communicable diseases (corona virus, influenza, etc.) among employees and subcontractors who have visited a member facility in the last 14 days. The awarded contract holder need not identify the individual; they need only acknowledge the positive test and detail the steps taken to mitigate the risk posed.
21. **RECALLS:** The contractor shall notify KPC and its members immediately of any product recalls and issue a credit or comparable substitute for any delivered, recalled product at the member's discretion. All costs associated with voluntary and involuntary product recalls shall be borne by the contractor.
22. **RETURNS:** The contractor must provide a Return Material Authorization within 1 working day of the request by a KPC member. Materials must be restocked at no charge to the member (special order and custom crafted items excluded).
23. **LIABILITY:** The contractor agrees to protect, defend, and save harmless KPC and members from any suits or demands for payment that may be brought against it for the use of any patented material, process, article, or device that may enter into the manufacture, construction, or form a part of the work covered by either order or contract; and further agrees to indemnify and save harmless KPC and members from suits or actions of every nature and description brought against it for, or on account of any injuries or damages received or sustained by any party or parties by, or for any of the acts of the contractor, his servants or agents. The contractor will hold KPC and participating members harmless for all damages resulting from consumption of products delivered under this contract when such damages are attributed to foreign materials or other defects.
24. **ACCOUNTING PRACTICES:** During the life of any contract awarded resulting from this solicitation, the contractor must clearly demonstrate the capacity to provide accurate, reliable, and timely reports in terms of invoices, statements, credits, and usage data. Further, the contractor must demonstrate the ability and capability to provide all data necessary to accomplish an accurate and time efficient audit of cost on items being purchased under the cost process. Discounts, rebates, and credits shall be clearly identified on each invoice to KPC members.

25. **ITEM SUBSTITUTION AND OUT-OF-STOCK BACK-ORDERS:** Substitutions require prior written authorization from the member. The contractor is required to notify the member if an item is out of stock, backordered, or if timely delivery is not feasible. Upon member notification, the contractor must receive written directions from the member on how to proceed (i.e., cancel, process, etc.).
26. **PENALTY:** The contractor agrees to provide total requirements as listed herein, thereby minimizing occurrences when a member may have to seek other interim product sources. One hundred percent (100%) of stock items are to be delivered within 10 business days; repeated failure to meet delivery timelines may be considered default.
27. **PRODUCT AND SAFETY INFORMATION:** The contractor shall provide upon request by any member, the most recent MSDS information sheets for any products delivered to said member. It is the contractor's responsibility to comply with all local, state, and federal product and safety regulations.
28. **VELOCITY REPORTS:** Velocity reports in an electronic format (Microsoft Excel, Access, or SQL) specified by KPC shall be issued to KPC upon request. The contractor shall compile velocity reports by member. The reports shall indicate purchasing entity, contractor item number, manufacturer item number, item description, and quantity and dollar value of each item sold. KPC may request procurement data from participating KPC members to verify velocity report accuracy.
29. **CONTRACT SUSPENSION:** KPC may, at its sole discretion, suspend the awarded contract for a period of up to 90 days to investigate alleged instances of material breach of contract or material non-compliance. Breach of contract, default, or noncompliance renders the awarded contract null and void. The contractor agrees that they have no legal recourse of any nature against KPC or member entities except for services that are due for prior purchases under the contract. The decision of KPC regarding suspension and/or termination is final.
30. **TERMINATION FOR CONVENIENCE:** KPC reserves the right to terminate any contract at any time, completely or in part, by thirty (30) day written notice to contractor. Upon receipt by the contractor of the "notice of termination", the contractor shall discontinue all services with respect to the applicable contract. KPC or the participating member, after deducting any amount(s) previously paid, shall pay for all services rendered or goods supplied by the contractor, as well as any reasonable costs incurred by the contractor up to the time of termination but not including the contractor's loss of profit. The cost of any agreed upon services provided by the contractor will be calculated at the agreed upon rate prior to "notice of termination" and a fixed fee contract will be pro-rated (as appropriate).
31. **TERMINATION FOR NON-PERFORMANCE (DEFAULT):** KPC may terminate the resulting contract for non-performance, as determined by KPC, for such causes as:
- a. Failing to provide satisfactory quality of service, including, failure to maintain adequate personnel, whether arising from labor disputes, or otherwise any substantial change in

ownership or proprietorship of the contractor, which in the opinion of KPC is not in its best interest, or failure to comply with the terms of this contract.

- b. Failing to keep or perform, within the period set forth herein, or violation of, any of the covenants, conditions, provisions, or agreements herein contained.
- c. Adjudicating as a voluntarily bankrupt, making a transfer in fraud of its creditors, filing a petition under any section from time to time, or under any similar law or statute of the United States or any state thereof, or if an order for relief shall be entered against the contractor in any proceeding filed by or against contractor thereunder. In the event of any such involuntary bankruptcy proceeding being instituted against the contractor, the fact of such an involuntary petition being filed shall not be considered an event of default until sixty (60) days after filing of said petition in order that the contractor might during that sixty (60) day period may seek dismissal of the involuntary petition or otherwise cure said potential default; or
- d. Making a general assignment for the benefit of its creditors, or taking the benefit of any insolvency act, or if a permanent receiver or trustee in bankruptcy shall be appointed for the contractor.

32. DEMAND FOR ASSURANCES: If KPC has reason to believe the contractor will be unable to perform under the contract, it may make a demand for reasonable assurances that the contractor will be able to timely perform all obligations under the contract. If the contractor is unable to provide such adequate assurances, then such failure shall be an event of default and grounds for termination of the contract.

33. NOTIFICATION: KPC will provide ten (10) calendar days written notice of default. Unless arrangements are made to correct the non-performance issues to KPC's satisfaction within ten (10) calendar days, KPC may terminate the contract by giving written notice, by registered or certified mail, of its intent to cancel this contract.

34. ATTORNEY FEES: If either party deems it necessary to take legal action to enforce any provision of the contract, and in the event KPC prevails, the contractor agrees to pay all expenses of such action, including attorney's fees and costs at all stages of litigation.

35. COMPENSABLE DAMAGES FOR BREACH: The contractor agrees that the following items shall be included as compensable damages for any breach of a contract with KPC.

- a. Replacement costs
- b. Cost of repeating the competitive procurement procedure
- c. Expenses incurred as the result of delay in obtaining replacements.

The enumeration of compensable damage contained in this section is not intended to be exclusive and will not operate to bar recovery by KPC for any other damages occasioned by the contractor's breach

of a contract. However, in cases where the contract provides for liquidated damages, said liquidated damages shall be in lieu of all other damages, including those enumerated.

36. SEVERABILITY: If any provision of the contract is determined by any court or governmental authority to be unenforceable, the parties intend that the contract be enforced as if the unenforceable provisions were not present. and that any partially valid and enforceable provisions be enforced to the extent that they are enforceable.

37. OTHER CONDITIONS:

- a. The respondent is legally entitled to enter contracts with agencies of the Commonwealth of Kentucky and is not in violation of any prohibited conflict of interest, including those prohibited by provisions of KRS 164.390, KRS 61.092-61.096, KRS 42.990, KRS 45A.335-490. Any employee or official of KPC or member institution, elective or appointive, who shall take, receive, or offer to take or receive, either directly or indirectly, any rebate, percentage of contract, money, or things of value as an inducement or intended inducement, or in the procurement of business, or the giving of business, for or to or from, any person, or in open market seeking to make sales to the membership shall be deemed guilty of a felony and upon conviction such person or persons shall be subject to punishment or fine in accord with state and/or federal laws.
- b. KPC reserves the right to reject any and/or all submissions and to waive informalities. A contract, based on this sealed response, may or may not be awarded.
- c. The contractor shall comply and will comply with all local, state, and federal laws and regulations related to the contract and the rendering of goods and /or services.
- d. The contract shall be governed in all respects as to validity, construction, capacity, performance, or otherwise by the laws of the Commonwealth of Kentucky.
- e. Any suit, action or other proceeding regarding the execution, validity, interpretation, construction, or performance of this contract brought against KPC shall be filed in the Boyd County Circuit Court of the Commonwealth of Kentucky.
- f. Any suit, action or other proceeding regarding the execution, validity, interpretation, construction, or performance of this contract brought against any participating member shall be filed in the participating member's local jurisdiction.
- g. The contractor affirms conformance with the provisions of the Civil Rights Act of 1964 as amended.
- h. Kentucky Sales and Use Tax Certificate of Exemption Form will be issued upon request.
- i. The contractor shall provide access to KPC, member entities, the Comptroller General of the United States, the United States Department of Agriculture, the Kentucky Department of Education, the Kentucky Auditor of Public Accounts, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination,

excerpts, and transcriptions (7 CFR § 3016.36). Such access shall be used to ensure compliance with all applicable Federal and state statutes, regulations, and rules, including but not limited to cost principles set forth in 2 CFR § 225.

- j. The contractor shall comply with all applicable cost principles, including but not limited to those set forth in 2 CFR § 225.
- k. The contractor shall retain all required records for three years after KPC members make final payments and all other pending matters are closed (7 CFR § 3016.36).
- l. The U.S. Department of Agriculture (USDA) prohibits discrimination against its customers, employees, and applicants for employment on the bases of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or if all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the Department.
- m. Where applicable, the contractor is and shall remain in compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).
- n. Where applicable, the contractor is and shall remain in compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5).
- o. Where applicable, the contractor is and shall remain in compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5).
- p. Where applicable, the contractor agrees to comply with all standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. and the Federal Water Pollution Control Act as amended 33 U.S.C. §§ 1251 et seq. The Contractor agrees to report each violation to the USDA and the appropriate EPA Regional Office.
- q. Where applicable, the contractor is and shall remain in compliance with all mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- r. The contractor is and shall remain in compliance with all local, state, and national requirements for employee background checks.

RFP SPECIFIC TERMS AND CONDITIONS

1. **INSTRUCTIONS FOR RESPONDENTS:** These solicitation specific terms and conditions along with the standard terms and conditions apply to all proposals submitted. Deviations or exceptions to the terms

and conditions will not be accepted and are cause for rejection. In the event of a discrepancy between the standard and solicitation specific terms, the solicitation specific terms will govern.

2. ABOUT KPC: Established in 2002, KPC is a joint effort of six of the educational service cooperatives located across Kentucky. KPC provides bidding and procurement services to 800+ members across 14 states and the District of Columbia including every public school system in the Commonwealth of Kentucky. The mission, vision, and values of KPC are as follows:
 - A. Vision: We enable our partners, both members and vendors, to focus on their mission.
 - B. Mission: We provide services, solutions, and support to meet our partners' needs.
 - C. Values:
 - RELATIONSHIPS come first. We care about our partners' success. We actively engage and listen to them daily.
 - We seek to be RESPONSIVE. As a trusted partner, we will anticipate the needs of our member and vendor communities; we will be prepared to meet them.
 - RESULTS will follow. When we put our partners first, they will be successful and so will we.
3. PARTICIPATING MEMBER INSTITUTIONS: Any institution that is a member of KPC - hereinafter referred to as member or members - is eligible to utilize any resulting contract; however, this does not mean that all members will participate.
4. SCORING CRITERIA: After the review of the proposals and interviews with the finalists, KPC may accept one or more proposals based on the needs of KPC and the membership. Awards will be made to the highest scored responsive and responsible bidder(s). Bidders deemed not responsive and/or not responsible will be rejected and no further evaluation of their bid submission will occur.

KPC will evaluate and score preliminary proposals according to the following:

Criteria	Points
Company Background	15
Design and Validation Processes	15
Scope and Functional Requirements	40
Implementation Processes	15
Support Processes	15
Pricing	75
Total	175

Following preliminary scoring, KPC reserves the right to schedule oral presentations with up to three finalists to provide oral presentations - software demonstrations, to answer questions, and to clarify

KPC's understanding of the written proposal. If oral presentations are required, they will be conducted via conference/Zoom call. KPC reserves the right to not require oral presentations if they would not affect final rankings.

Criteria	Points
Oral presentation and demonstration	25

5. **BEST AND FINAL OFFER:** If following oral presentations (or preliminary scoring if oral presentations are not warranted) additional information is necessary to make a final decision, KPC may ask the top scored offerors to submit their best and final offer. KPC may request only one best and final offer. The opportunity to request a best and final offer shall be at the discretion of KPC. KPC will notify the top scored firms in writing of the request for a best a finaloffer. The request will include the areas to be addressed by the offer and the date and time bywhich the offer must be received. No discussion shall be conducted with offerors after submission of a best and final offer except for a compelling reason as determined in writing by KPC.

After review of the best and final offers, KPC may award a contract or contracts to those respondents whose proposal(s) are determined in writing to be the most advantageous to KPCand its members.

6. **ADMINISTRATIVE FEES:** The awarded contractor will remit to KPC an administrative fee of 3% for all services performed under this contract payable monthly. The contractor will compile and provide to KPC a monthly sales report showing all purchases made by members under this contract in the electronic format provided by KPC. It is the awarded contractor's responsibility to track and report all purchases made by KPC members.

The contractor must report all payments received from members including but not limited to maintenance agreements, lease agreements, and professional services as purchases.

All sales to KPC members occur under this contract unless the contractor holds an individual contract with the member. It is the contractor's responsibility to provide proof of individual contracts.

Remit the administrative fee payment to KEDC, 904 Rose Road, Ashland, KY 41102-7104. For your reference, KEDC's FEIN is 61-0659010. KPC may modify the format of report and payment schedule (monthly or quarterly reporting) at its discretion.

If the contractor holds multiple bid awards from KPC, the highest fee structure applies to all purchases.

7. **PROMOTION:** KPC will actively market the awarded bidder to its members. Marketing includes inclusion of your logo and contact information on the KPC website, a copy of the awarded contract provided to every KPC member, and promotion during regular member visits by KPC staff. Awarded bidder will also have access to the KPC Logo for use in promotional materials. Similarly, the awarded

bidder will support the efforts of KPC by participating and sponsoring in KPC regional meetings and trainings. KPC reserves the right to negotiate a separate marketing agreement with any awarded contractor.

8. **INSURANCE:** Existence of requisite insurance shall be established by the furnishing of Certificates of Insurance issued by insurers duly licensed within the Commonwealth of Kentucky. Insurance shall be in force on the date of execution of the Contract and continued for a period equal to the contract.
9. **MEMBERSHIP:** A current list of KPC members can be found at www.kpc4me.com/kpcmembership.
10. **SCOPE OF SERVICES:** KPC is seeking to contract with a qualified and experienced vendor(s) to provide a financial reporting platform that is HTML based to KPC members. The reporting platform must be able to generate the Annual School Report Card financial reports required by Kentucky Department of Education, including the seven (7) reports that show costs pro-rated per pupil. The reporting platform must use financial data from members' MUNIS accounts and be built off the standard general ledger structure that members employ. The reporting platform must be accessible 24 hours a day without requiring any additional software or licenses. The reporting platform must include graphs and the ability to filter, sort, and drill through data for the following financial reports: Budget & Expenditures, Cash Balance, Revenues, and Vendors; and the following human resources reports: Human Capital and Payroll. The reporting platform must include role level security that applies the User Attributes table permissions in Munis to the reports. The reporting platform solution must include a design process, an implementation process, a validation process, and an ongoing support process.

Objectives include the following capabilities:

- Integration with existing MUNIS accounts for each school district
- Easy web access
- Minimum daily data refresh rate
- Ability to search by employee, vendor name, or object code
- Role level security
- Filter all financial reports by year and all seven (7) general ledger segments
- Dashboard with high level overview graphs
- Export data from the reports to .csv or .xls and maintain format and layout
- Ability for a user to self-enroll
- Reporting platform should be operating system and web browser agnostic.

The Scope of Work and Functional Requirements define the quality and characteristics of the desired services. They are based upon specifications for known acceptable services. Specifications are not intended to be exclusive or restrictive. Offerors may offer alternate solutions, which meet

the quality and performance characteristics in the specifications. KPC shall have the final decision as to whether to accept any proposed solution.

11. FUNCTIONAL REQUIREMENTS: The reporting platform solution should at a minimum perform the following functions.

A. Reporting Requirements

1. Generate the seven (7) financial reports for the Annual School Report Card. Include a feature that allows KPC members to input pupil count to calculate the reports. Include a way to review the 091X object code. Run multiple year-to-date budget reports that deduct amounts and exclude object codes required for the Annual School Report Card. Perform all necessary calculations for each report and display the following:
 - a. Personnel (Federal) Report
 - i. Filter by fiscal year
 - ii. Total district-wide expenditures, grand total district membership, expenditures per pupil
 - iii. Sort by unit, personnel, total district membership, personnel pro-rated, pro-rated per pupil
 - iv. Export data set in table to .csv or .xls and maintain format and layout
 - b. Non-Personnel (Federal) Report
 - i. Filter by fiscal year
 - ii. Total district-wide expenditures, grand total district membership, expenditures per pupil
 - iii. Sort by unit, non-personnel, total district membership, pro-rated non-personnel, pro-rated non-personnel per pupil
 - iv. Export data set in table to .csv or .xls and maintain format and layout
 - c. Personnel (State/Local) Report
 - i. Filter by fiscal year
 - ii. Total district-wide expenditures, grand total district membership, expenditures per pupil
 - iii. Sort by unit, personnel report 1, personnel expenditures, total district membership, personnel pro-rated, pro-rated per pupil
 - iv. Export data set in table to .csv or .xls and maintain format and layout
 - d. Non-Personnel (State/Local) Report
 - i. Filter by fiscal year
 - ii. Total district-wide expenditures, grand total district membership, expenditures per pupil

- iii. Sort by unit, non-personnel, total non-personnel expenditures, pro-rated non-personnel, pro-rated non-personnel per pupil
 - iv. Export data set in table to .csv or .xls and maintain format and layout
 - e. Total Expenditures (Federal)
 - i. Filter by fiscal year
 - ii. Total district-wide expenditures, grand total district membership, expenditures per pupil
 - iii. Sort by unit, total expenditures, total district membership, total pro-rated, total pro-rated per pupil
 - iv. Export data set in table to .csv or .xls and maintain format and layout
 - f. Total Expenditures (State/Local)
 - i. Filter by fiscal year
 - ii. Total district-wide expenditures, grand total district membership, expenditures per pupil
 - iii. Sort by unit, total expenditures report 1, total all expenditures, pro-rated total expenditures, pro-rated total expenditures per pupil
 - iv. Export data set in table to .csv or .xls and maintain format and layout
 - g. Total Expenditures (All Funds)
 - i. Filter by fiscal year
 - ii. Total district-wide expenditures, grand total district membership, expenditures per pupil
 - iii. Sort by unit, total expenditures for all funds report 1, total expenditures for all funds report 2, total expenditures all funds pro-rated, total expenditures all funds pro-rated per pupil
 - iv. Export data set in table to .csv or .xls and maintain format and layout
- 2. Generate Financial Reporting
 - a. Budget Report
 - i. Budget Overview Dashboard
 - (a) Display graphs that show high level overview of metrics according to the selected filter
 - (b) Current budget, total spent, remaining budget, percent of budget remaining
 - (c) Year over year expenditures by month
 - (d) Top 10 under budget object codes
 - (e) Top 10 over budget object codes
 - (f) Must have the ability to filter by fiscal year, fiscal quarter, fiscal month, fund, unit, function, and program
 - ii. Budget versus Actual Detail

- (a) Filter by fiscal year, fiscal quarter, fiscal month, fund, unit, function, and program
 - (b) Display Fund, Current Budget, Current Spent, Current Remaining, Percent Remaining, Previous Year Budget and Previous Year Spent, each of which can be sorted independently
 - (c) Drill down option to view functions, programs, and units within a fund
 - (d) Ability to display programs and their relationship to functions and funds
 - (e) Ability to drill through and see invoice details on any expense
 - (f) Sort for the following budget types: Salary, General, Capital, and Benefits
 - (g) Export data set in table to .csv or .xls and maintain format and layout
- iii. Budget Expense Detail
- (a) Filter by Fund, Program, and Object Code
 - (b) Displays Fund Name, actual balance from last year, actual balance from 2 years ago, actual balance from 3 years ago, actual balance from 4 years ago, last years' budget, and actual year to date expenses
 - (c) Export data set in table to .csv or .xls and maintain format and layout
- iv. Invoice Detail
- (a) Filters by fiscal year, fiscal quarter, fiscal month, fund, function, program, and vendor
 - (b) Displays Object codes, Vendor, Amount, Program, Date, and if it's been posted to the general ledger
 - (c) Sort by Object codes, Vendor, Amount, Program, and Date
 - (d) Export data set in table to .csv or .xls and maintain format and layout
- b. Cash Balance
- i. Overview
 - (a) Display graphs that show high level overview of metrics according to the selected filter
 - (b) Filter by fiscal year, fiscal quarter, fiscal month, fund, and object code
 - ii. Cash Balance Detail
 - (a) Display and sort by fund, beginning balance, revenues, expenses, net change, and end balance
 - (b) Filter by fiscal year, fiscal quarter, fiscal month, fund, and object code
 - (c) Ability to drill through and see invoice details on any expense
 - (d) Export data set in table to .csv or .xls and maintain format and layout
 - iii. Fund Expense
 - (a) Display and sort by fund, object code, expense amount, fiscal month, fiscal year to date

- (b) Filter by fiscal year, fiscal quarter, fiscal month, fund, and object code
 - (c) Ability to drill through and see invoice details on any expense
 - (d) Export data set in table to .csv or .xls and maintain format and layout
- iv. Fund Revenue
 - (a) Display and sort by fund, object code, revenue amount, fiscal month, fiscal year to date
 - (b) Filter by fiscal year, fiscal quarter, fiscal month, fund, and object code
 - (c) Ability to drill through and see invoice details on any expense
 - (d) Export data set in table to .csv or .xls and maintain format and layout
- c. Revenue
 - i. Overview
 - (a) Display graphs that show high level overview of metrics according to the selected filter
 - (b) Filter by fiscal year, fiscal month, fund, and object code
 - ii. Revenue Detail
 - (a) Display and sort by fund to show the total revenue and the percent of change
 - (b) Filter by fiscal year, fiscal month, fund, and object code
 - (c) Ability to drill through any fund and see transaction details
 - (d) Export data set in table to .csv or .xls and maintain format and layout
- d. Vendor
 - i. Overview
 - (a) Display graphs that show high level overview of metrics according to the selected filter
 - (b) Filter by fiscal year, fiscal quarter, fiscal month, fund, and unit
 - ii. Detail
 - (a) Display graphs that show high level overview of metrics according to the selected filter
 - (b) Filter by fiscal year, fiscal month, unit, purchase order number, and invoice number
 - (c) Export data set in table to .csv or .xls and maintain format and layout
- 3. Generate Human Resource Reporting
 - a. Human Capital Report
 - i. Overview
 - (a) Provide high-level overview of FTE and headcount by tenure, gender, ethnicity, and instruction level
 - (b) Filter by fund and group bargain unit
 - (c) Sort by full time equivalent and total headcount

- ii. Employees
 - (a) Display graphs that show high level overview of metrics according to the selected filter
 - (b) A detailed breakdown by employee that shows the employee's position, grade, step, allocation breakout, and salary information
 - (c) Sort by EEID, Name, Start Date, End Date, Position ID, Unit, Pay Code, Bargain Unit, Position, Grade, Step, FTE allocated, Annual Salary, Allocated Annual Salary, Pay Status, Personnel Status, Employee Status, and Account
 - (d) Export data set in table to .csv or .xls and maintain format and layout
- iii. Cost of 1%
 - (a) Display graphs that show high level overview of metrics according to the selected filter
 - (b) Filter by fund, position, group bargain unit, certification/class, unit, salary growth percentage, and employee
 - (c) A breakdown of salary and benefits by fund to show the impact of increasing these costs by 1%
 - (d) Sort by Fund, Salary, Benefits, Total, Forecasted Annual Salary, Forecast Deductions, Total, Salary 1%, Deduction 1%, Total 1%, and Average Position Cost
 - (e) Export data set in table to .csv or .xls and maintain format and layout
- iv. Tenure
 - (a) Display graphs that show high level overview of metrics according to the selected filter and display annual salary by service tenure group, new hires, and recent terminations
 - (b) Detailed report showing salary breakdowns by tenure groups. This report also highlights new hires and recent terminations
 - (c) Export data set in table to .csv or .xls and maintain format and layout
- v. Salary Distribution
 - (a) Display graphs that show high level overview of metrics according to the selected filter
 - (b) Display a breakdown by position to show the number of FTE and total salary by each step within that position. The ability to drill-down to specific employees is also available in this view
 - (c) Export data set in table to .csv or .xls and maintain format and layout
- b. Payroll
 - i. Overview

- (a) Filter by fiscal or calendar year, quarter, month, Bargain Unit, Instruction Level, and Pay/Deduction Codes
 - (b) Display dashboard metrics that show a high-level overview of Total Payroll, Total Gross Wages, Regular Wages, Overtime Wages, and Deductions by pay code and object code according to the selected filter. Provide the ability to filter this detail to a much more granular level
 - (c) Display charts that show high-level overview of metrics according to the selected filter
 - (d) Display Pay Code accounts and amount accordingly
 - (e) Display Deduction Codes and amount accordingly
 - (f) Display Payout Details by Object Code listing Object Code Gross Payroll and Deduction amounts accordingly
 - (g) Export data sets in table to .csv or .xls and maintain format and layout
- ii. Details
- (a) Filter by fiscal or calendar year, quarter, month, Bargain Unit, Instruction Level, and Pay/Deduction Code, and Employee
 - (b) Display dashboard metrics that show a high-level overview of Total Payroll, Total Gross Wages, Regular Wages, Overtime Wages, and Deductions according to the selected filter
 - (c) Display Compensation Details listing the instruction level, gross payroll and deduction amounts accordingly
 - (d) Display Check Details listing the employee, check number, check date, hours worked, gross pay, and any deduction amounts accordingly
 - (e) Ability to filter by Instruction Level and display the check details within that parameter
 - (f) Export data sets in table to .csv or .xls and maintain format and layout
- iii. Gross + Fringe
- (a) Display graphs that show high level overview of metrics according to the selected filter and displays total wages by category, compensation details, Gross + Fringe
 - (b) Display line-by-line deductions and benefits per employee with the ability to see this data by a selected time-period
 - (c) Filter by fiscal year, fiscal quarter, fiscal month, bargain unit, institution level, pay/deduction codes, and employee
 - (d) Sort by institution level, gross payroll, deductions, employee, hours worked, gross earnings, and total payroll
 - (e) Toggle between calendar year and fiscal year

(f) Export data set in table to .csv or .xls and maintain format and layout

B. Generate data file for IC2AD

1. Overview

- a. KPC offers a service to members to auto provision user accounts in active directory (IC2AD)
- b. The accounts are provisioned utilizing data pulled from the appropriate authoritative source

2. Requirements

- a. Provide a data file output for all district employees with the following fields:
 - i. Staff ID Number
 - ii. Last Name
 - iii. First Name
 - iv. Middle Name
 - v. Status (Active or Inactive), listed as 1 for active and 0 for inactive
 - vi. Location Code (3-digit school code)
- b. Provide the file in .csv format named uniquely for each member daily
- c. Save the file to the SFTP server provided by KPC

12. PRICING: Provide pricing for all onboarding, implementation, ongoing support, and maintenance costs. Pricing should be based on each report, with an option to bundle. Pricing for all software updates and upgrades, including major and minor versions shall be included in maintenance and support costs or monthly subscription costs as appropriate. Provide a per hour rate for additional customization and programming.

13. RFP RESPONSE: Submit a narrative response to each of the following prompts.

A. Company Background

- Provide company's official registered name
- Provide a brief history of your company, including the year it was established
- Provide your company's corporate organizational chart
- Provide corporate office location. List number of sales and service offices. For each location, list the name of key contact with title, address, phone, fax number, e-mail address, etc.
- Provide three references (organization, contact name, phone, email address)
- Define your standard terms of payment
- Attach RFP certification
- Attach Resident Bidder Affidavit, if applicable

- Attach supporting documentation for any special designations (Small Business, Minority Owned, Woman Owned, etc.), if applicable
- B. Design and Validation Processes
1. Describe your design process including the platform employed by your solution
 - i. If you are proposing a hosted solution, please provide
 - a. Hosting service utilized
 - b. Platform the solution is built on
 - c. Failover strategy for outages
 - ii. If you are proposing an on-premises solution, please provide
 - a. Hardware requirements
 - b. OS requirements
 - c. Disaster recovery recommendations
 2. Describe your validation processes for software and data
- C. Scope and Functional Requirements
1. Detail how your solution meets the scope and functional requirements outlined above, Include screenshots of your platform where appropriate
 2. Delineate any deviations from the scope and functional requirements
 3. Attach sample reports demonstrating your solution’s capacity to meet the functional requirements
- D. Implementation Processes - describe your implementation process including but not limited to:
1. Workflows
 2. Average estimated time from contract to implementation
 3. Attach samples of data gathering instruments members must complete during onboarding
- E. Support Processes – describe your support process including but not limited to:
1. All support contact options available to customers (email, phone, text support)
 2. Hours of support availability (Eastern Time)
 3. Estimate average time from issue report to resolution
 4. If multiple levels of support are offered, detail the difference between each and provide costs in the pricing section below.
- F. Pricing
1. List pricing for each report separately delineate if the pricing is per user or per district
 2. Detail pricing for implementation/setup
 3. Provide pricing for any bundle options available
 4. List pricing for support and maintenance
 5. Provide per hour rate for customization

G. Additional Information: Describe any/all other features, advantages, and benefits of your organization that you feel will provide additional value to a participating member

MUNIS REPORTING PLATFORM 2021

REQUEST FOR PROPOSAL CERTIFICATION

We have read all the conditions and requirements of the request for proposal. In compliance with all general and specific terms and conditions of the request for proposal, in consideration of the detailed description attached hereto, and subject to the statements thereof, the undersigned agrees that, upon proper acceptance by KPC, of any part of the offer within the time stipulated, a contract shall thereby be created in accordance with the specifications for that part of the offer accepted.

RFP CERTIFICATION

Bidding Firm

Authorizing Signature

Printed Name

Email Address

Phone #

Fax #

Address

City, State, Zip

RFP CLARIFICATION (If the individual authorized to answer questions regarding this RFP is different from above, please provide contact information.)

Printed Name

Email Address

Phone #

Fax #

Address

City, State, Zip

REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS
CLAIMING RESIDENT BIDDER STATUS

FOR BIDS AND CONTRACTS IN GENERAL:

The bidder or offeror hereby swears and affirms under penalty of perjury that, in accordance with KRS 45A.494(2), the entity bidding is an individual, partnership, association, corporation, or other business entity that, on the date the contract is first advertised or announced as available for bidding:

1. Is authorized to transact business in the Commonwealth;
2. Has for one year prior to and through the date of advertisement
 - a. Filed Kentucky corporate income taxes;
 - b. Made payments to the Kentucky unemployment insurance fund established in KRS 341.49; and
 - c. Maintained a Kentucky worker's compensation policy in effect.

The BIDDING AGENCY reserves the right to request documentation supporting a bidder's claim of resident bidder status. Failure to provide such documentation upon request shall result in disqualification of the bidder or contract termination.

Signature

Printed Name

Title

Date

Company Name

Address

Subscribed and sworn to before me by

(Affiant)

(Title)

of

(Company Name)

this

_____ day of

_____, 20

_____.

Notary Public

[seal of notary]

My commission expires: _____