



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: RFP-K12 Title Documentation Platform-2022
PUBLIC NOTICE DATE: _____
OPENING DATE & TIME: Month Day, 2022, 2:00 PM, Eastern
CONTRACT PERIOD: Contract Award Date, plus any extensions

BID PURPOSE: The Kentucky Educational Development Corporation (KEDC) Board of Directors, as the Legal Education Agency (LEA) for KPC solicits sealed proposals from qualified and experienced vendors to provide a web based tool to store, organize, monitor, and manage all required documentation required for federal compliance across all Title programs. The KEDC Board of Directors or its designee (hereinafter KPC), will establish contracts with the successful proposer(s), in accordance with the general and detailed terms, conditions, and specifications contained herein.

TABLE OF CONTENTS

STANDARD TERMS AND CONDITIONS	1
1. INSTRUCTIONS FOR SUBMITTAL	1
2. CLARIFICATION	1
3. PROCUREMENT CONSIDERATIONS	1
4. AUTHENTICATION OF RESPONSE	2
5. CERTIFICATION REGARDING LOBBYING	3
6. CERTIFICATION CONCERNING DISBARMENT AND SUSPENSION	3
7. ERROR IN SUBMISSION	4
8. WITHDRAWAL OF SUBMISSION	4
9. ADDENDA	4
10. PROTEST PROCEDURES	4
11. RESIDENT BIDDER STATUS	4
12. CONTRACTOR CERTIFICATION	6
13. PRE-QUALIFICATION	6
14. NEGOTIATION	7
15. NON-ASSIGNABILITY OF AWARD	7
16. PIGGYBACK CLAUSE	7
17. TRANSMITTAL OF ORDERS	7
18. QUANTITIES.....	7
19. WARRANTY.....	8
20. HEALTH PRECAUTIONS.....	8
21. RECALLS.....	8
22. RETURNS	8
23. LIABILITY	8
24. ACCOUNTING PRACTICES.....	8
25. ITEM SUBSTITUTION AND OUT-OF-STOCK BACK-ORDERS.....	8
26. PENALTY	9
27. PRODUCT AND SAFETY INFORMATION.....	9
28. VELOCITY REPORTS	9
29. CONTRACT SUSPENSION	9
30. TERMINATION FOR CONVENIENCE	9
31. TERMINATION FOR NON-PERFORMANCE (DEFAULT)	9
32. DEMAND FOR ASSURANCES	10
33. NOTIFICATION	10
34. ATTORNEY FEES.....	10
35. COMPENSABLE DAMAGES FOR BREACH.....	10
36. SEVERABILITY	10
37. OTHER CONDITIONS.....	10
RFP SPECIFIC TERMS AND CONDITIONS	12
1. INSTRUCTIONS FOR RESPONDENTS	12
2. ABOUT KPC.....	12

3. PARTICIPATING MEMBER INSTITUTIONS..... 13

4. SCORING CRITERIA 13

5. BEST AND FINAL OFFER..... 13

6. CONTRACT PERIOD..... 13

7. PRICE ADJUSTMENTS 14

8. ADMINISTRATIVE FEES..... 14

9. PROMOTION 14

10. MEMBERSHIP 14

11. SCOPE OF SERVICES..... 14

12. ADDITION OR DELETION OF ITEMS OR SERVICES 15

13. RFP RESPONSE..... 15

RFP CERTIFICATION 17

RESIDENT BIDDER STATUS 18

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 abide by all 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. **CONTRACTOR CERTIFICATION:** By entering a contract with KPC, the contractor warrants compliance with the federal immigration and nationality act (FINA), and all other federal and state immigration laws and regulations. The contractor warrants that it is in compliance with the various state statutes of all states in which it will operate this contract.

Participating government entities including school districts may request verification of compliance from any contractor or contractor's supplier performing work under this contract. These entities reserve the right to confirm compliance in accordance with applicable laws.

Should the participating entities suspect or find that the contractor or any of its suppliers are not in compliance, they may pursue all remedies allowed by law, including, but not limited to:

- suspension of work,
- termination of the contract for default,
- and debarment of the contractor.

All costs necessary to verify compliance are the responsibility of the contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by state employers, state contractors and state subcontractors in accordance with the e-verify employee eligibility verification program (<http://www.uscis.gov/e-verify>).

Contractor and contractor's vendors and their employees shall not provide services on member properties until authorized by the member.

Contractor shall comply with governing board policy of the KPC participating entities in which work is being performed.

13. **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. **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.

- b. 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.
- c. 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.
- d. 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.

14. **NEGOTIATION:** KPC reserves the right pursuant to KRS 45A.370 to negotiate a contract with the top-scored firms. In the event KPC cannot reach agreement with the top-ranked firms, it may proceed to negotiate with the next highest ranked firm, and so on. It is KPC's intent to award a contract to the firm(s) with whom successful negotiations are completed.

Terms and conditions that may be negotiated at the sole discretion of KPC include but are not limit to issues related to the Technical and/or Cost Proposals.

15. **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.

16. **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 contact date, or any extensions established by KPC.

17. **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.

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 (CSV, XLSX, etc.) 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 KEDC as the legal authority for 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 16 states and the District of Columbia including every public school system in the Commonwealth of Kentucky. The mission, vision, and values of KPC are:
 - Mission: We provide services, solutions, and support to meet our partners’ needs.
 - Vision: We enable our partners, both members and vendors, to focus on their mission.
 - 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. A current list of KPC members can be found at www.kpc4me.com/kpcmembership.
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 proposals according to the following:

Criteria	Points
Company Background	10
Platform Features	40
Implementation Plan	30
Pricing	50
Experience and References	20
Total	150

Following preliminary scoring, KPC reserves the right to schedule oral presentations with up to three finalists. Oral presentations may include software demonstrations and a question-and-answer period to clarify KPC's understanding of the written proposal. If oral presentations are required, they will be conducted via 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 final offer. The request will include the areas to be addressed by the offer and the date and time by which 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 KPC and its members.

6. CONTRACT PERIOD: The initial contract period is from date of award through October 31, 2024. KPC may extend the contract on a bi-annual basis, not to exceed six years total including the first contract period. The bidder's performance will in part determine the decision to renew. KPC may periodically

provide evaluation summaries to the bidder. KPC shall notify the bidder of its intent to extend or not to extend the contract by August 1 of each contract year. If KPC notifies bidder of intent to extend the contract by one year, bidder shall respond by August 15 if they elect not to extend or with any necessary price increases or decreases for the extended year. Price change notifications follow the same pattern as above for any contract extensions. KPC reserves the right to extend the term for up to 180 days to continue a source of supply until new or replacement contracts are completed. KPC reserves the right to renew and/or solicit additional pricing for subsequent contract periods. The contract will not automatically extend beyond any current year unless expressly approved by KPC.

7. **PRICE ADJUSTMENTS:** All contract pricing shall remain firm for the duration of the awarded contract period. Upward and downward price adjustments are permissible at renewal based on documented changes in the Consumer Price Index for All Urban Consumers (CPI-U). The awarded bidder shall notify KPC 60-days prior to renewal of any requested price increases or decreases.

8. **ADMINISTRATIVE FEES:** The awarded contractor will remit to KPC an administrative fee of 3% for all sales and services performed under this contract. The contractor will compile and provide to KPC a monthly (quarterly at KPC's discretion) 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.

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.

9. **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.

10. **MEMBERSHIP:** A current list of KPC members can be found at www.kpc4me.com/kpcmembership.

11. **SCOPE OF SERVICES:** KPC is seeking to contract with a qualified and experienced vendor to provide a web-based compliance document platform for all K12 Title programs. The proposed solution should satisfy the following requirements.

- A. Align with the Kentucky Department of Education (KDE) monitoring document audit checklist
- B. Comply with all K12 Title program documentation requirements and compliance categories
- C. Accessible from all operating systems and browsers across an encrypted and secure connection
- D. Provide a secure and encrypted mobile application with document scanning (camera access)
- E. Allow districts to assign permissions to external users (KDE staff) to facilitate audit tasks
- F. Provide the ability for districts to configure automatic email reminders of important due dates
- G. Provide onboarding training as well as ongoing training
- H. Comply with Family Educational Rights and Privacy Act (FERPA) and the Health Insurance Portability and Accountability Act (HIPPA) where applicable.

The Scope of Work defines the quality and characteristics of the desired solution. They 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 alternate solutions.

12. ADDITION OR DELETION OF ITEMS OR SERVICES: KPC reserves the right to add new and similar items, with the consent of the vendor, to any contract awarded from this solicitation. KPC will issue a contract modification. Until such time as the vendor receives a modification, the vendor shall not accept delivery orders from any members referencing such items or services.
13. RFP RESPONSE: In addition to the RFP certification form and the resident bidder affidavit (if applicable), please submit a narrative response to each of the following prompts:
- A. Company Background:
 - 1. Provide company's official registered name.
 - 2. Provide a brief history of your company, including the year it was established.
 - 3. Provide your company's corporate organizational chart.
 - 4. Identify company contacts that will be involved with the platform implementation and sales and provide short biographies of each indicating their relevant experience and credentials.
 - 5. 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. along with resume.
 - 6. Indicate if you are a certified W/MBE vendor and provide the percentage of your business that is with W/MBE suppliers.
 - 7. Provide your company's Dun & Bradstreet (D&B) number.
 - 8. Define your standard terms of payment.

- B. Platform Features: Detail how your proposed solution meets the requirements outlined in the Scope of Services above. At a minimum, please provide a narrative for each of the following prompts.
1. How does your solution align with the Kentucky Department of Education (KDE) monitoring document audit checklist?
 2. How is your solution compliant with all K12 Title program documentation requirements and compliance categories?
 3. Is your system accessible from all operating systems and browsers across an encrypted and secure connection?
 4. Do you provide a secure and encrypted mobile application with document scanning to upload documents (camera access)?
 5. Does your system allow districts to assign permissions to external users (KDE staff) to facilitate audit tasks?
 6. How do districts configure automatic email reminders of important due dates?
 7. Describe how your solution is FERPA and HIPAA compliant.
- C. Implementation: Provide a narrative detailing the onboarding process for a district. At a minimum address each of the following
1. Timeline from order to operation
 2. District point of contact for implementation planning
 3. District point of contact for support
 4. Describe any service level agreements
 5. Support availability including days of the week and hours (keep in mind Kentucky spans the Eastern and Central time zones).
 6. Training opportunities available including both onboarding and ongoing. Please detail method of delivery online, in-person, recorded, etc.
- D. Pricing: Provide detailed pricing for the platform and services within the scope of services. Pricing should be inclusive of all fees and charges associated with this contract. Detail must include:
1. Platform Pricing
 2. Training Pricing
- E. Experience and References:
1. Provide a summary of relevant experience
 2. Provide a listing of at least three existing client references from Kentucky Schools including length of service, contact name, email, and phone number.
- F. Value Added Services: Respondents are encouraged to describe in detail all added value or additional services or benefits available as part of their RFP responses. Value added services will not affect scoring.

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 (Please provide contact information if the person authorized to answer questions regarding this RFP is different from above.)

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 workers' 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 my by

(Affiant) (Title)

of _____ this _____ day of _____, 20____ .
(Company Name)

Notary Public

(Seal of notary) My commission expires: _____