



KENTUCKY
COMMUNITY & TECHNICAL
COLLEGE SYSTEM

REQUEST FOR PROPOSAL

ATTENTION: This is not an order. Read all instructions, terms and conditions carefully.

PROPOSAL NO.:	RFP-0253
Issue Date:	July 23, 2026
Issuing Officer:	Bekka Korosec
Email:	Bekka.korosec@kctcs.edu
Schedule Name:	Marketplace Vending (Somerset Community College)
IMPORTANT: PROPOSALS MUST BE RECEIVED BY August 31, 2026, 4:00 pm ET.	

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

SOLICITATIONS MAY ALSO BE VIEWED AT OUR WEBSITE: kctcs.edu/suppliers/opportunities-to-bid.aspx.
All solicitations and contracts are subject to General Terms and Conditions of KCTCS. You may download/print a copy of these from our website kctcs.edu/suppliers/terms-conditions.aspx. By submitting a written proposal in response to this RFP, Offeror acknowledges the terms and conditions to be incorporated by reference in the resulting contract.

SIGNATURE REQUIRED: This proposal cannot be considered valid unless signed and dated by an authorized agent of the Offeror. Type or print the signatory's name, title, address, phone number and email address in the spaces provided. By signing below, Offeror signatory is certifying he/she is an authorized agent of the company/firm submitting a proposal in response to this Request for Proposal.

Company Name

Authorized Signature

Date

Address

Typed or Printed Name

City, State, Zip

Title

Phone Number

Email Address

NOTICE

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

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

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

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

SWORN STATEMENT OF COMPLIANCE WITH CAMPAIGN FINANCE LAWS

In accordance with KRS45A.110(2), the undersigned hereby swears under penalty of perjury that he/she has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky and that the award of a contract to a bidder will not violate any provision of the campaign finance laws of the Commonwealth of Kentucky.

OFFEROR REPORT OF PRIOR VIOLATIONS OF KRS CHAPTERS 136, 139, 141, 337, 338, 341 & 342

The offeror by signing and submitting a proposal agrees as required by 45A.485 to submit final determinations of any violations of the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that have occurred in the previous five (5) years prior to the award of a contract and agrees to remain in continuous compliance with the provisions of the statutes during the duration of any contract that may be established. Final determinations of violations of these statutes must be provided to the KCTCS by the successful offeror prior to the award of a contract.

1. KCTCS OVERVIEW

The Kentucky Community and Technical College System (referred to KCTCS herein), the largest institution of higher education in the Commonwealth of Kentucky, is composed of 16 comprehensive two-year colleges with more than 70 campuses throughout the state that serve approximately 100,000 students and nearly 5,000 businesses each year in credit programs leading to certificate, diploma, and associate degrees, pre-baccalaureate education for transfer to four-year institutions, and non-credit programs, customized business and industry training, professional continuing education, and personal enrichment opportunities. KCTCS also supports the procurement efforts of the Kentucky Fire Commission throughout the Commonwealth of Kentucky.

2. STATEMENT OF INTENT AND PURPOSE

KCTCS issues this Request for Proposal to solicit proposals for qualified, experienced, financially sound, and responsible firms to perform the services in accordance with the technical specifications included herein.

3. OFFEROR QUALIFICATIONS

KCTCS will consider proposals from qualified outside Offerors who are capable of meeting the terms and conditions stated herein. The Offeror should have sufficient qualified staffing resources; demonstrate experience; be ordinarily engaged in the business of providing the requested services; and have the appropriate financial resources to provide the services specified in this RFP. The offeror must adhere to all applicable provisions of Kentucky Revised Statutes or any other applicable provisions of Kentucky law.

The Offeror may be required to submit licenses, license applications, sufficient financial information limited to the information generally available to the public, provided it satisfactorily indicates the Offeror's ability to perform as specified under a resulting contract. If the initial investigation does not reasonably satisfy KCTCS' ability to determine if the responsibilities of a contract can be performed, additional information may be requested prior to a contract award.

KCTCS reserves the right to request additional information or conduct an audit to determine the responsibility of the apparent successful Offeror relative to its ability to comply with the terms and conditions of this Request for Proposal. KCTCS reserves the right to audit the offeror relative to its ability to perform the required services.

4. SCOPE

KCTCS is seeking proposals from qualified suppliers for marketplace vending services for Somerset Community College. Requirements may include, but not limited to, the following specifications:

Commission

Commission offer is to be submitted in the separate attachment: "Financial Cost Worksheet".

Service Performance

All services performed under the contract will be in accordance with the terms and provisions of the resulting contract. It will be the responsibility of SCC to ensure that services rendered are performed and acceptable. Major deviations of services performed will not be made without the written approval of SCC and KCTCS Procurement to Payment Services.

Problems that may arise shall be resolved between the successful Offeror and the SCC representative. If problems and/or disagreements cannot be resolved, either party shall communicate with the KCTCS Director of Procure to Pay Services for settlement. The final authority and responsibility for judging performance rests with the SCC Business Office in conjunction with the KCTCS Director of Procure to Pay.

Selling Prices

The selling prices to the consumer will be listed in the Offeror's proposal and must be held firm for the first year of the contract. Prices are subject to revision only on July 1 of each contract year and may either increase or decrease. Revisions will be based on general industry changes and may be requested in writing by either of the contracting parties and received at least thirty (30) days prior to the effective date of any renewal term. The requesting party must furnish to the SCC Business Office documented evidence substantiating the validity of the request along with the written request for price changes. The selling prices of products sold through this contract will be in line with those in the surrounding area. Documented prices will be the manufacturer's list prices excluding promotions. No price increases will be granted without the approval of SCC Business Office and KCTCS Procure to Pay by an official Amendment to the contract in writing agreed upon mutually by both parties.

New products may be added to the vending marketplace throughout the contract term upon mutual agreement of both the successful Offeror and SCC business office.

Maintenance of Property

The successful Offeror shall maintain, in good repair and appearance, all contractually related or assigned equipment or space owned by SCC. Changes or modifications (unless specified in the contract) to the SCC owned space, property, fixtures, fixed equipment or utilities may not be made without written authorization of the KCTCS Business Office. The successful Offeror will work with the SCC business office to design the layout of the locations where equipment will be installed. **Offeror shall be responsible for renovation costs with no expectation of commission payments to SCC.**

Utilities

Utilities (heat, water, gas, electricity, internet) and outlets required will be furnished by SCC. Final connections are to be made by the successful Offeror. The successful Offeror will be required to meet any energy conservation policies of KCTCS and should be mindful of Sustainability practices.

Parking

Offeror's vehicles will be clearly identifiable with the Offeror's name and will be kept in a reasonably clean and presentable condition. Only service vehicles may be permitted to park on the property. Vehicles servicing the facility must observe all traffic and parking regulations. Service vehicles must use loading and unloading zones and will not block drives and fire lanes at any time. Service vehicles must be moved from loading zones immediately after loading and unloading.

Damage

KCTCS will not be responsible for damage or loss to the Offeror's equipment or inventory due to vandalism, robbery, or any other action or cause. The Offeror is also responsible for all losses due to misappropriation of sales receipts. SCC will cooperate to the extent it deems feasible in guarding against such occurrences.

Taxes and License Fees

It will be the responsibility of Offeror to comply with any and all local, State, or Federal requirements concerning licenses, taxes, sanitation, etc.

Equipment and Facility Specifications

All marketplace equipment must be new or refurbished (like new) and current production models of uniform height and harmonious color designed to blend with the décor of the building; capable of accepting electronic payment and tamper-proof meters recording accumulative total number of sales; and operating on AC 110-115 volts. The Offeror will provide SCC with a selection of machines offered, listing the manufacturer. The required capacity must have ample capacity to satisfy the customer demands in the location. The food and beverage equipment

will be located in designated areas throughout the facility. The machines proposed must be sized to fit in these areas. Dimensions will be available during a site visit. Offerors shall prepare their proposals based on the equipment below for each area listed with a complete description of the machines and the brand/sizes of products offered.

Offeror should expect to provide microwaves and coffee machines in the marketplaces as part of the proposal submitted.

Offeror should expect to provide kiosks for payment options of the open access products in the vending marketplace areas.

Locations to be services on SCC campuses:

- RODGER'S MARKET
- SOUTH CAMPUS

Equipment Changes

Equipment changes may be made only with the approval of SCC Business Office. Vending equipment may not be removed from KCTCS during normal working hours. The Offeror upon approval from the SCC Business Office will make additions, deletions, or changes needed to ensure proper coverage of all items the business volume makes economically advisable.

Products to Be Sold

A complete list of products offered and suggested pricing shall be included with proposal, including a list of all healthy food options proposed by the Offeror. SCC reserves the right to specify acceptable brands.

Products must meet all standards of the Food and Drug Administration and of the State Bureau for Health Services for handling, transporting, selling and storage. All food items must be fresh and will prominently display fresh food dating where applicable. Food items with expired dates will be removed. A representative of SCC may inspect the successful Offeror's commissaries at any time.

New products may be added to the vending marketplace throughout the contract term upon mutual agreement of both the successful Offeror and SCC business office.

SCC encourages Offerors to include any additional OPTIONAL hot food offerings that may be available through the Offeror's services should SCC opt to engage those options at a later date. SCC reserves the right to permit or arrange additional hot food services on campus to meet the needs of its staff, faculty, and students.

Service of Equipment

All machines will be installed on a full service basis and will be services as often as required to keep stocked, presentable, and operating satisfactorily as judged by SCC Business Office. A service schedule will be submitted to SCC Business Office. Qualified service personnel will be on call all five (5) week days with service available within one (8) hours of advice of need. A printed notice will be affixed to each machine advising contact point and method to secure this service. Any machine which will be out-of-service due to lack of replacement parts will be tagged (stating the approximate downtime) by the service representative at the time of the initial call. Any machine that will be out-of-service for five (5) business days or longer will be replaced with a suitable substitute machine. The successful Offeror must replace any machine that breaks down with frequency well above normal commercial expectation. All machines will be kept free from dirt, accumulated dust, kick marks, scratches, and spillage; paint will be touched up as needed.

Leak proof waste receptacles (self-closing top with disposable bag) as needed to handle trash generated will be furnished, serviced, and emptied by the successful Offeror at a designated location.

Sanitation

All equipment must, at all times, meet Board of Health requirements; and be maintained, sanitized, and operated in compliance with all Federal, State, and Local ordinances, regulations, and codes, as applicable. All Health department inspections/requirements and other standard inspections/requirements are the responsibility of the Offeror.

The successful Offeror shall operate and maintain the service in accordance with all laws, ordinances, regulations and rules of federal, state, and local authorities including the standards of sanitation, safety, and health established by KCTCS.

Sustainable Practices

The successful Offeror shall present and fully describe an innovative plan for implementation of sustainable business practices, including but not limited to green purchasing initiatives, recycling of packaging materials such as cardboard, aluminum, glass, plastic, glass, shipping pallets, food waste, etc.

Service Personnel

Personnel will be dressed in clean uniforms and will observe all regulations in effect at SCC. SCC management will be provided with the names, addresses and telephone numbers of all personnel. A decal with the service name and telephone number will be affixed in a conspicuous place on at least one (1) machine in each location.

Refunds

Refunds are the responsibility of the successful Offeror and a system of immediate money refund, acceptable to SCC, will be in operation by the successful Offeror at all times. KCTCS will furnish stations where the successful Offeror may collect records of lost change and leave reimbursement monies. Each machine must be tagged advising of this service and the location of refund stations. Refunds may not be deducted from the commission.

Deliveries

All deliveries will limit beverages and food vending and beverage machines to that furnished by the Offeror. The right to authorize other type of machines and services with other vendors is reserved.

Non-Revenue Items

Successful Offeror shall be responsible for any offerings of non-revenue items such as condiments, napkins, cups, cutlery, etc.

Theft

Successful Offeror may conduct an inventory audit on their assets. Should theft exceed 3% of sales, Offeror may invoice SCC for loss of more than 3%. It is the responsibility of Offeror to provide monthly sales records to the SCC Business Office.

Other Loss

SCC shall work with Offeror regarding any losses resulting from vandalism, unplanned electrical outages, and/or rodent activity.

SCC Owned/Supplied

- Pest Control

- Janitorial Services to external equipment and fixtures

Site visits are mandatory in order for an Offerors' proposal to be considered for an award in response to this solicitation.

****** INDEX OF DOCUMENTS INCLUDED WITH THIS RFP******

1. RFP-0353
2. PCI-DSS Questionnaire (separate attachment – PDF)
3. **EXAMPLE DATA SHARING AGREEMENT – If KCTCS determines that a DSA is required, the DSA will be negotiated between the successful Offeror and KCTCS and incorporated into the final contract (separate attachment – PDF)**

5. SECURITY OF INFORMATION

The offeror certifies that he/she shall not at any time release or divulge any information concerning the services covered by any contract award derived from the terms of this Request for Proposal to any person or any public or private organization without prior approval of KCTCS.

6. EXTENSION TO OTHER INSTITUTIONS

The Offeror should be willing to extend the provision of services under the resulting contract to any other Kentucky public institution of higher education and Kentucky Fire Commission. Such extension will be under terms and conditions substantially the same as those in the resulting contract except that pricing will be negotiated based on then current rates for the specific level of services required. Institutions of higher education outside of the Commonwealth of Kentucky must sign a 3-party document drafted by KCTCS procurement staff to utilize the resulting contract from this RFP.

7. SUBMISSION OF OFFER

Offerors desiring to respond to this Request for Proposal must submit in the following manner:

Electronic Submission: Upload RFP packet to Bid Locker

Offerors can upload required documentation to Bid Locker through a web browser.

- **One original file copy of proposal with all signatures and required pages included.**
 - Click on the following link and then click on the Request for Proposal number referenced in this RFP. <https://bidlocker.us/a/kctcs/BidLocker>
- **NOTE: Do not embed links to documents inside of electronically submitted proposals. All documents must be included in full with proposal submitted as part of the total page count. Do not send files via drop box or shared links for downloading.**
- All proposal materials must be electronically submitted via Bid Locker platform by **August 31, 2026, 4:00 pm ET**. KCTCS encourages Offerors to upload submissions well in advance to the deadline to avoid missed submission deadlines. No exceptions will be made for delayed submissions, including technology issues. For questions regarding Bid Locker, contact the Bid Locker team per the website instructions.

Proposals will not be accepted via fax or email.

Any proposal received after 4:00 pm EST will not be considered for an award of a contract. In accordance with KRS 45A.085, there will be no public opening. However, after contract award, the solicitation file will become a public record. No pre-proposal conference is planned.

8. SCHEDULE OF EVENTS

Issue date for RFP	<u>July 23, 2026</u>
Deadline for Mandatory Site Visits	<u>August 6, 2026, 4:00 pm ET</u>
Deadline for Written Questions	<u>August 11, 2026, 4:00 pm ET</u>

RFP Due Date	<u>August 31, 2026, 4:00 pm ET</u>
Offeror Presentations	<u>*To be Scheduled if needed.</u>

9. **SITE VISIT**

The site visit or any other information session (indicated in the schedule of events above) is mandatory in order for Offers to respond to this solicitation. Suppliers are strongly encouraged to allow ample time to ensure arrival to the location prior to the beginning of any site visit. KCTCS is not responsible for additional charges for conditions at the site that could have been foreseen during a site visit. All questions that arise from this site visit must be presented in writing per requirements in section twelve (12) of this RFP. Questions are not allowed during site visits, and questions will not be accepted via phone.

Offerors should schedule a site visit per the above Schedule of Events, with the contact listed below:

John Roberts
 Johnp.roberts@kctcs.edu
 606-493-6446

10. **ORAL PRESENTATIONS**

As part of the evaluation process, after a review of the written proposals, the Offerors who submit a proposal in response to this RFP may be selected and required to give an oral presentation. All costs associated with the Offeror's required oral presentation will be solely the responsibility of the respective Offeror. Promises and commitments made by Offerors during oral presentations and demonstrations may be considered a part of the Offeror's proposal. If an oral interview session is scheduled, it will be held via Microsoft Team invitation from KCTCS.

11. **RESTRICTIONS OF COMMUNICATIONS IN REGARD TO THIS RFP**

From the issue date of this RFP until a contract award is made public, Offerors are forbidden to communicate about the subject of the RFP with any KCTCS administrator, faculty, staff, or member of KCTCS Leadership or Board of Regents. Offerors may communicate only with KCTCS Procurement Officials.

KCTCS reserves the right to reject the Proposal from any Offeror violating this provision.

12. **QUESTIONS**

All questions should be submitted in **writing** via email to the contact listed below, no later than **August 11, 2026, 4:00 pm EST**. Questions will not be answered over the phone, and phone calls with questions may not be returned. Questions pertaining to this RFP will not be accepted after the above date and time.

Bekka Korosec
Bekka.Korosec@kctcs.edu

13. **MULTIPLE PROPOSAL SUBMISSIONS**

Unless otherwise specified, Offerors are to only submit one (1) version of the RFP response based on the criteria outlined within the RFP. Not complying with this requirement may result in rejection of all Offeror submissions.

14. **NONCONTINGENT FEES**

No person or selling agency shall be employed or retained or given anything of monetary value to solicit or secure the resulting contract, except bona fide employees of the Offeror or bona fide established commercial or selling agencies maintained by the Offeror for the purpose of securing

business. For breach or violation of this provision, KCTCS shall have the right to reject the proposal, annul a resulting contract without liability, or, at its discretion, deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage, contingent fee, or other benefit.

Firm must disclose any conflict of interest regarding this solicitation. Undisclosed conflict of interest could result in rejection of proposal.

15. PREPARATION OF PROPOSALS

Offeror is expected to examine all specifications, terms, conditions, and instructions in this Request for Proposal. Failure to do so will be at the Offeror's risk.

Offeror will furnish the information required by this RFP. The Offeror must complete, sign, and submit Page 1 of this RFP document.

The proposal should be prepared simply and economically, providing a straightforward concise description of the Offeror's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.

Any proposal containing terms and conditions not in conformity with Kentucky law may be rejected.

Offeror shall include with their presentation all accompanying documentation, forms, etc. in which the Offeror would propose KCTCS to complete, agree, or sign in the event a contract is awarded from this solicitation to the Offeror.

KCTCS reserves the right to reject any proposal based on this documentation, in the event it directly conflicts or is non-conforming with the laws of the Commonwealth of Kentucky and/or KCTCS RFP terms and General Terms & Conditions.

Any submitted proposal shall remain valid twelve (12) months after the proposal due date.

16. PROPOSAL INSTRUCTIONS

Offerors should follow proposal instructions below:

- Proposals should provide a response to each of the sections below to be considered for award. Offerors should incorporate the requirements listed in the scope section of this.
- Any missing information may result in rejection of proposal or lower scoring due to incomplete information provided.
- Offerors should label or reference each requirement in the proposal explaining how the solution meets the specified requirement.
- Narratives should provide a concise and complete description of capabilities.
- The proposal should be submitted as one file unless otherwise requested within the criteria of this RFP (i.e., separate cost proposal per instructions).
- Electronic files (submitted through Bid Locker) should not contain imbedded links for additional documentation unless requested in the RFP criteria. Full response should be included in submitted proposal documents and counted in the page count.
- Each Proposal(s) should be kept to a **maximum of 50 pages**. The following required pages/information will not be included in maximum page count:
 - Signature Page (Page 1)
 - Any associated addendum issued during the solicitation process.
 - References (section B in the below criteria)
 - Fees (section G in the below criteria) – should be submitted as a separate document.

For a proposal to be considered complete, it should consist of the following:

- A. Overview and Experience – Provide a general overview of the Offeror's organization and experience as it relates to providing the requested services contained herein. Include a narrative history of the organization and explain the added value that your organization provides and distinguishes it from all others.
- B. References – Include no less than three (3) client references and their email contact information which may be contacted by KCTCS. References should include clients for services that are similar in scope, size, and complexity to the services requested within the scope of work in this RFP. At least one reference should be an institute of Higher Education. References may be checked but will not be scored. Each reference should include the following:
 - Customer name and address;
 - Contact name with email address and phone number;
 - Time period in which work was performed;
 - Short description of work performed.
- C. Proposed Solution/Services
 - Describe your strategic plan and strategies for assisting KCTCS with the requested products/services requested in section four (4) "Scope" of this RFP.
 - If applicable, include examples/exhibits of any reporting that would be available (included in maximum page count).
- D. Implementation – Provide a detailed plan and schedule for the implementation of your solution upon successful award and contract.
- E. Staffing – Provide a summary of the available staffing resources involved in the management of the solution, implementation, and continued management of the requirements of the proposal. If applicable, include training opportunities for KCTCS personnel as well as requirements of KCTCS personnel to complete implementation.
- F. Additional required information:
 - Location of principle office in the US that will be servicing KCTCS upon award.
 - Major claims or lawsuits, if any, pending against the Offeror's firm or its principals that may impact delivery of this RFP request.
 - Evidence of Errors and Omissions insurance of at least \$1 million in liability limit provided by a carrier acceptable to KCTCS.
 - Disclose any criminal investigation, indictment, prosecution or other proceeding that has ever been brought against your firm.
 - Describe any civil litigation pending or concluded within the last three (3) years against your firm that may impair the firm's ability to provide the requested services.
 - Disclose any potential conflicts of interest with providing the required services to KCTCS including any potential conflicts of interest of employees assigned to this project or involved in the preparation of the proposal. KCTCS reserves the right to disqualify a firm or cancel any contract for any potential conflict of interest raised initially and/or during the life of any contract awarded.

17. COST OF PREPARING PROPOSAL

Costs of developing the proposals are solely the responsibility of the Offeror. KCTCS will provide no reimbursement for such costs.

18. ADDENDA & AMENDMENTS

KCTCS reserves the right to request amendments or modifications after the specified proposal receipt date if in the best interest of KCTCS. In the event it is necessary to revise any part of the Request for Proposal after initial publishing to the public, the revision will be published in the same manner. Offerors must acknowledge receipt of any addenda either with proposal or by separate letter prior to the award of contract.

Any "addenda" issued by KCTCS Procurement to Payment Services shall be incorporated into any awarded contract. No RFP instructions or changes shall be binding unless documented by a proper and duly issued Addendum.

19. EXPLANATIONS

Unless it is demonstrated that an adequate response cannot be developed with the data provided in this RFP, KCTCS will not provide additional data. Proposals should be based on the data contained in this RFP. If KCTCS decides to distribute additional information, it will be distributed to all offerors in accordance with section seventeen (17).

Any explanation desired by an Offeror regarding the meaning or interpretation of the solicitation, specifications, etc., must be requested in writing by the deadline for written questions as listed in section eleven (11). Oral explanations or instructions provided to Offerors will not be binding. Any information given to a prospective Offeror concerning the solicitation will be furnished to all prospective Offerors in accordance with section seventeen (17). KCTCS reserves the right to require verification or clarification of data and information presented in the Offeror's proposal.

20. EVALUATION OF PROPOSALS

The award of this contract will be made by KCTCS Procurement to Payment Services after evaluation by the committee selected solely for this purpose. KCTCS shall conduct a comprehensive, fair, and impartial evaluation of all proposals received per the instructions of this RFP. KCTCS may reject any proposal that is incomplete or in which there are significant inconsistencies or inaccuracies. KCTCS reserves the right to reject any and all proposals.

KCTCS reserves the right to require verification or clarification of data and information presented in the Offeror's proposal. KCTCS reserves the right to request additional information, which will aid in the further evaluation of any Offeror's capabilities to provide a successful or comprehensive solution and experience. Offerors should be prepared to provide financial statements (balance sheets, statements of income, statements of changes in financial positions) if requested by KCTCS.

Please prepare your proposal addressing each of the criteria listed in section fifteen (15) of this RFP. Proposals will be evaluated using a scoring method to ascertain which proposal best meets the needs of KCTCS. The evaluations will be based on:

Technical Criterial – Maximum of 400 points. The combined technical score is the combined total points of all scored criteria in the technical proposal portion of an evaluation. Proposals must receive at least 50% of the total maximum technical evaluation points available for consideration of award.

Criteria	Maximum Points Possible
Overview and Experience Section 15.A	100 points
Proposed Solution and Services Section 15.C	100 points
Implementation Plan	

Section 15.D	100 points
Staffing Section 15.E	75 points
Additional Information: Location of offices in US; lawsuits and litigations; evidence of errors and omissions insurance; conflicts of interest. Section 15.F	25 points

Cost Evaluation	Maximum Points Possible
There will be no cost evaluation included in this solicitation. Commission is not being requested by Somerset Community College.	0 points

Criteria	Maximum Points Possible
KCTCS reserves the right to require Oral Presentations as part of this RFP process in order to verify or expand upon the proposals submitted. Promises and commitments made by Offerors during oral presentations will be considered part of the Offeror's proposal. If required, may choose to invite the top 3 highest scored Offerors for oral presentations. Scheduling will be at the discretion of KCTCS. KCTCS reserves the right to not require oral presentations.	100 points

21. REJECTION OF PROPOSALS

KCTCS reserves the right to reject any and all proposals, or any part thereof, or to accept any proposals or any part thereof, or to waive informalities, technicalities, defects and minor irregularities in any proposal if deemed to be in the best interest of KCTCS. Grounds for the rejection of a proposal include, but shall not be limited to:

- Failure of a proposal to conform to the essential requirements of the solicitation.
- A proposal imposing conditions which would modify the terms and conditions of the solicitation or limit the Offeror's liability to KCTCS on the contract awarded on the basis of such solicitation.
- Failure of the Offeror to sign the required documents.
- Any proposal determined by KCTCS to be unreasonable as to price.
- Proposals received that are determined to be from Offerors who are not qualified.

Technicalities or minor irregularities in a Offeror's proposal may be waived, when KCTCS determines that it will be in the their best interest to do so, are mere matters of form not affecting the material substance of a proposal or some immaterial deviation from or variation in the precise requirements of this RFP and having no or a trivial or negligible effect on price, quality, quantity or delivery of supplies or performance of the services being procured, the correction or waiver of which will not affect the relative standing of, or be otherwise prejudicial to other Offerors. KCTCS may either give an Offeror an opportunity to cure any deficiency resulting from a technical or minor irregularity in its proposal or waive such deficiency where it is advantageous to KCTCS to do so.

KCTCS reserves the right to re-issue or change the RFP, and to obtain the services by any other measures as allowed by law.

Prior to an award, KCTCS must be assured that the selected Offeror has all of the resources to successfully perform under the contract. This may include, but is not limited to, adequate number of personnel with required skills, availability of appropriate equipment in sufficient quantity to meet the on-going needs of KCTCS, financial resources sufficient to complete performance under the contract, and experience in similar endeavors. If, prior to award, KCTCS is unable to assure itself of the successful Offeror's ability to perform or the successful Offeror is not affordable to KCTCS, KCTCS has the option of requesting from the Offeror any information deemed necessary to determine the Offeror's responsibility or reject the Offeror's proposal.

22. RESULTING CONTRACT

The resulting contract between KCTCS and the Offeror shall include in order of precedence:

- The written contract Notice of Award (NOA) document providing description, contract period, and any applicable clarifications; attachments listed in the NOA are for reference only.
- Offeror's exceptions, if expressly accepted by KCTCS;
- The applicable RFP, bid, or other solicitation document terms;
- KCTCS General Terms and Conditions; and
- Offeror's proposal including any additional terms requested by Offeror for KCTCS to consider. Note: KCTCS may reject proposals or contract awards where any additional terms are unacceptable to KCTCS.

The resulting contract is offered by KCTCS as a government agent of the Commonwealth of Kentucky, and the order of precedence of terms is not negotiable. If a purchase order is required by the successful Offeror after contract execution, it is the responsibility of the Offeror to communicate this requirement to KCTCS.

By responding to this RFP with a proposal/offer, Offeror agrees to this precedence of order. In the event that an issue is addressed in one document that is not addressed in the other document, no conflict in language shall be deemed to occur. Where conflict occurs, the terms listed in the precedence of order shall govern.

The resulting contract will represent the entire agreement between the parties with respect to the subject matter thereof and will supersede all prior negotiations, representations or agreements, either written or oral, between the parties hereto relating to the subject matter hereof and shall be independent of and have no effect upon any other contracts.

In accordance with KRS 45.453, payment shall be made within thirty (30) working days of receipt of goods and/or services and upon receiving an accurate invoice with acceptable documentation of completed work/completed delivery.

23. TERM OF CONTRACT

The resulting contract(s) from this RFP shall have an initial term of five (5) years. The contract may be renewed for additional periods upon mutual written agreement. Renewal shall be contingent upon KCTCS' satisfaction with the services performed and the overall performance of the Offeror. The initial term and/or renewal terms may be revised upon the sole discretion of KCTCS.

The effective date of the contract (awarded) is anticipated to be **September 2026**. However, the effective date may be determined, if in the best interest of KCTCS, to be effective upon the date of award, upon mutual agreement of the successful Offeror and KCTCS.

24. CONTRACT CHANGES

The contract, and any amendments thereto, awarded through this solicitation shall be managed by KCTCS and any modifications thereto must be mutually agreeable to both parties and executed in writing. Such modification or change of any provision in the resulting contract shall be made between the Offeror and KCTCS Procurement to Payment Services and incorporated as a written amendment to the KCTCS contract on KCTCS letterhead. Local modifications made between Offeror and individual KCTCS colleges shall not be construed as an amendment to the contract and shall not be considered binding.

25. TERMINATION OF CONTRACT

The contract resulting from this RFP shall be subject to the following termination provisions:

- for default with a ten (10) day written notice of default unless arrangements are made to cure the default to KCTCS' satisfaction within thirty (30) days of the written notice of default. If default is not cured within thirty (30) days of written notice, KCTCS may terminate the contract giving forty-five (45) days' written notice.
- non-performance
 - 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 Offeror, which in the opinion of KCTCS is not in its best interest, or failure to comply with the terms of the resulting contract.
 - Failing to keep or perform, within the time period set forth in the resulting contract.
- for Offeror bankruptcy
 - 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 Offeror in any proceeding filed by or against Offeror thereunder. In the event of any such involuntary bankruptcy proceeding being instituted against the Offeror, 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 Offeror might during that sixty (60) day period have the opportunity to seek dismissal of the involuntary petition or otherwise cure said potential default;
 - Or 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 Offeror.
- for unavailability of funds and/or appropriations
- mutual agreement
- otherwise as specifically provided by the contract
 - Violation of, any of the covenants, conditions, provisions, or agreements of resulting contract.
- upon 30 days written notice, at the sole discretion and convenience of KCTCS
 - Offeror shall discontinue all services with respect to the resulting contract;
 - The cost of any agreed upon services provided by the contract shall be calculated at the agreed upon rate prior to the notice of termination and a fixed fee contract will be pro-rated (as appropriate).

In the event KCTCS has reason to believe Offeror will be unable to perform under the Contract, it may make a demand for reasonable assurances that Offeror will be able to timely perform all obligations under the Contract. If Offeror is unable to provide such adequate assurances, then such failure shall be an event of default and grounds for termination of the Contract according to the termination option listed herein

26. ADDITIONAL RELATED PRODUCTS OR SERVICES

KCTCS reserves the right to add additional related services/products during the term of the awarded contract upon mutual consent of KCTCS and the Offeror on pricing, performance, etc. KCTCS reserves the right to remove services/products from the contract if it is in the best interest of KCTCS to do so. Any contract changes will be incorporated as a written amendment to the contract by the KCTCS Procurement to Payment department on KCTCS letterhead.

27. METHOD OF AWARD

KCTCS may award one or more contracts to the responsive and responsible Offeror whose proposal, conforming to this solicitation, will be the most advantageous to KCTCS based on the criteria as shown in the Evaluation of Proposal section. Final determination shall be the responsibility of KCTCS. Only those proposals received which reflect a comprehensive appreciation of the requested services to KCTCS and offer a realistic solution which will benefit KCTCS will be considered for award of a contract. An award of a contract shall be made by KCTCS to the Offeror who offers the best proposal and with whom negotiations result in a contract package of greatest benefit to KCTCS based upon evaluation methods contained herein.

28. NOTICE OF AWARD

The solicitation results will be posted at the link below. No offeror should assume personal notice of the solicitation results will be provided by KCTCS.

[Awarded Bids | KCTCS](#)

29. INDEMNITY

The Offeror shall hold harmless and indemnify KCTCS against all claims, suits, actions, costs, counsel fees, expenses, damages, and judgment in decrees by reason of persons or property being damaged or injured by the Offeror during the term of the contract, whether by negligence or otherwise.

30. GOVERNING LAW

The resulting contract shall be governed and construed according to the laws of the Commonwealth of Kentucky. Any legal proceedings between KCTCS and the awarded Offeror regarding this RFP or any resultant contract shall be brought in Franklin Circuit Court administrative or judicial forums in accordance with the Kentucky Revised Statutes (KRS 45A.245). In the event that either party deems it necessary to take legal action to enforce any provision of the resulting contract, and in the event KCTCS prevails, the Offeror shall agree to pay all expenses of such action, including attorney fees and costs at all stages of litigation. Pursuant to KRS 45A.230, any dispute arising under the contract shall be submitted to the KCTCS Associate Vice President of Business Services.

31. BREACH OF KCTCS DATA

Offeror acknowledges and agrees that, in the course of its engagement by KCTCS, Offeror may receive or have access to KCTCS Data. Offeror shall comply with the terms and conditions set forth in this Agreement and the Data Sharing Agreement between KCTCS and Offeror in its collection, receipt, transmission, access, storage, disposal, use and disclosure of such Kentucky Community and Technical College System Data and be responsible for the unauthorized collection, receipt, transmission, access, storage, disposal, use and disclosure of KCTCS Data under its control or in its possession by all Authorized Persons. Offeror shall be responsible for, and remain liable to, KCTCS for the actions and omissions of all Authorized Persons that are not Authorized Employees concerning the treatment of KCTCS Data as if they were Offeror's own actions and omissions.

In recognition of the foregoing, Offeror agrees and covenants that it shall:

- keep and maintain all KCTCS Data in strict confidence, using such degree of care as is appropriate to avoid unauthorized acquisition, access, use or disclosure;
- use and disclose KCTCS Data solely and exclusively for the purposes for which KCTCS Data, or access to it, is provided pursuant to the terms and conditions of this Agreement, and not use, sell, rent, transfer, distribute, or otherwise disclose or make available KCTCS Data for Offeror's own purposes or for the benefit of anyone other than KCTCS, in each case, without KCTCS' prior written consent;
- not, directly or indirectly, disclose KCTCS Data to any person other than its Authorized Employees, including any, subcontractors, agents, outsourcers or auditors (an "Unauthorized Third Party"), without express written consent from KCTCS unless and to the extent required by applicable law, in which case, Offeror shall (i) notify KCTCS before such disclosure or as soon thereafter as reasonably possible; (ii) be responsible for and remain liable to KCTCS for the actions and omissions of such Unauthorized Third Party concerning the treatment of such KCTCS Data as if they were Offeror's own actions and omissions; and (iii) require the Unauthorized Third Party that has access to KCTCS Data to execute a written agreement agreeing to comply with the terms and conditions of the Contract, including, without limitation, executing a business associate agreement where applicable;
- abide by all applicable federal and state laws, rules, and regulations regarding privacy and confidentiality, including PII and otherwise; and
- limit the acquisition, access, use and disclosure of KCTCS Data to Authorized Persons only in the amount minimally necessary for Offeror to perform its obligations under this Agreement.

32. REGULATORY REQUIREMENTS AND GENERAL IT CONTROLS

Offeror shall implement administrative, physical and technical safeguards to protect data that are no less rigorous than accepted industry practices including the International Organization for Standardization's standards: ISO/IEC 27001:2013 (Information Security Management Systems – Requirements) and ISO-IEC 27002:2013 (Code of Practice for International Security Management) and shall ensure that all such safeguards, including the manner in which data is created, received, maintained, transmitted, collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws, as well as the terms and conditions of this Agreement.

33. AUDITING OF KENTUCKY COMMUNITY AND TECHNICAL COLLEGE SYSTEM DATA

Offeror represents and warrants that it maintains adequate internal audit functions to annually assess internal controls in its environment, and to protect the security and confidentiality of any of KCTCS' data. Offeror agrees to provide documentation regarding its internal controls to KCTCS upon request. Offeror will provide to KCTCS all internal or external audit reports, certifications, information, documentation, electronic records and data regarding Offeror's internal controls, and if requested by KCTCS, Offeror will grant KCTCS and its agents or subcontractors, the right to audit Offeror's operations, and software to confirm internal controls are present and operating.

If the information presented to KCTCS regarding Offeror's internal controls is not acceptable to KCTCS, in its reasonable discretion, Offeror agrees that it will undertake, at its sole cost and expense, an independent SSAE 16 Type II audit or comparable independent attestation to confirm Offeror's controls over its processes. Offeror shall present an action plan acceptable to KCTCS, to correct any and all portions of KCTCS'

software, products, documentation, or internal controls. Offeror shall undertake all activities relating to its preparation of the action plan, and to its correction of any inadequate controls or mitigation of risks revealed by deficiencies in its internal controls at Offeror's sole cost and expense and within a reasonable time period as agreed upon by KCTCS. Should Offeror fail to provide adequate internal controls as described in the Contract, or to present an action plan acceptable to KCTCS within the mutually agreed upon time frame, KCTCS shall be entitled, in its sole discretion, to terminate the contract with no liability whatsoever to Offeror upon written notice to the Offeror.

34. CONTRACTOR PERSONNEL

Upon KCTCS' request, Offeror shall be responsible, at its sole cost and expense, for conducting full background checks on any and all employees, consultants, independent contractor, or work force members (as defined by 45 C.F.R. 160.103) that Offeror intends to utilize in providing services to KCTCS. Such background checks shall cover a period of not less than five years prior to the date the background check is initiated and shall include but is not limited to the following: comprehensive review of criminal history, drug test and screen, credit review, and a confidentiality agreement regarding access to KCTCS information signed by the individual. At KCTCS' sole and absolute discretion, the results of the background check or drug screening are unsatisfactory to KCTCS, KCTCS can refuse to accept any such proposed consultant or personnel, and Offeror shall provide KCTCS with another consultant or personnel that passes the background screening and drug testing procedures to KCTCS' satisfaction at no additional cost to KCTCS.

35. COMPENSABLE DAMAGES FOR BREACH

The Offeror agrees that the following items shall be included as compensable damages for any breach of a contract with KCTCS.

- Replacement costs.
- Cost of repeating the competitive bidding procedure expenses.
- 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 KCTCS for any other damages occasioned by the Offeror's breach of a contract. However, in cases where contract provides for liquidated damages, said liquidated damages shall be in lieu of all other damages, including those enumerated.

36. OFFEROR'S RESPONSIBILITY IN PERFORMING WORK

The Offeror is solely responsible for the fulfillment of the contract with KCTCS.

Offeror and its agents, subcontractors, and representatives shall be independent contractors and not act as agents of KCTCS. All persons furnished or retained by Offeror in connection with any contract shall be considered employees or agents of the Offeror.

Offeror shall control all employee misconduct while on KCTCS' premises. Any employee under the influence of alcohol or controlled substances, other than prescription medications, shall not be allowed on the premises of KCTCS and shall be permanently dismissed if found to be so.

Further, offensive language, sexual or other types of harassment of students, employees or visitors to KCTCS campus could result in immediate and permanent dismissal of the offending person(s) from the KCTCS site.

Offeror shall ensure that employees abide by any applicable KCTCS policies and regulations concerning behavior/conduct.

37. OFFEROR COOPERATION IN RELATED EFFORTS

KCTCS reserves the right to undertake or award other contracts for additional or related work to other entities. The Offeror shall fully cooperate with such other suppliers and KCTCS employees and carefully fit its work to such additional work. The Offeror shall not commit or permit any act which will interfere with the performance of work by any other supplier or by KCTCS employees. This clause shall be included in the contracts of all suppliers with whom this Offeror will be required to cooperate. KCTCS shall equitably enforce this clause to all suppliers to prevent the imposition of unreasonable burdens on any supplier.

38. PERMITS, LICENSES AND TAXES

The Offeror shall procure all necessary permits and licenses and abide by all applicable laws, regulations, and ordinances of all federal, state, and local governments in which work under this contract is performed.

The Offeror shall pay any sales, use, personal property and other tax arising out of this contract and the transaction contemplated hereby. Any other taxes levied upon this contract, the transaction or the equipment or services delivered pursuant hereto shall be the responsibility of the Offeror.

The Offeror will be required to accept liability for payment of all payroll taxes or deductions required by local and federal law including (but not limited to) old age pension, social security, or annuities.

39. KENTUCKY COMMUNITY AND TECHNICAL COLLEGE SYSTEM BRAND STANDARD

The Offeror must adhere to all KCTCS Brand Standards. KCTCS Brand Standards are maintained by KCTCS and can be viewed at [Brand Guide | KCTCS](#). Non-adherence to the standards can have a penalty up to and including contract cancellation. Only the KCTCS Director of Procure to Pay or designee can approve exceptions to the KCTCS standards.

Offeror warrants that its products or services provided hereunder will be in compliance with all applicable Federal disabilities laws and regulations, including without limitation the accessibility requirements of Section 255 of the Federal Telecommunications Act of 1996 (47 U.S.C. § 255) and Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194, as may be amended from time to time. For purposes of clarity, updated regulations under Section 508 standards now incorporate WCAG 2.1, and for purposes of this agreement WCAG 2.1 Level AA compliance is expressly included. Offeror agrees to promptly respond to, resolve and remediate any complaint regarding accessibility of products or services in a timely manner and provide an updated version to Kentucky Community and Technical College System at no cost. If deficiencies are identified, KCTCS reserves the right to request from Offeror, a timeline by which accessibility standards will be incorporated into the products or services provided by Offeror and shall provide such a timeline within a commercially reasonable duration of time. Failure to comply with these requirements shall constitute a material breach of this Agreement and shall be grounds for termination of this Agreement.

Where any customized web services are provided, Offeror represents that it has reviewed the Kentucky Community and Technical College System's Web Policy [KCTCS Web Services Policies | KCTCS](#) and all products or services will comply with its published standards.

40. COPYRIGHT OWNERSHIP AND TITLE TO DESIGNS AND COPIES

Offeror and KCTCS both consider the products and results of the services to be rendered by Offeror to be a work made for hire. Offeror acknowledges and agrees that the work and all rights therein, including, without limitation, copyright, belongs to and shall be the sole and exclusive property of KCTCS. For any work that is not considered a work made for hire under applicable law, title and copyright ownership shall be assigned to KCTCS.

Title to all dies, type, cuts, artwork, negatives, positives, color separations, progressive proofs, plates, copy, and any other requirement not stated herein required for completion of the finished product for use in connection with any KCTCS job shall be the property of and owned by KCTCS. Such items shall be returned to the appropriate department upon completion and/or delivery of work unless otherwise authorized by KCTCS. In the event that time of return is not specified, Offeror shall return all such items to the appropriate KCTCS department within one week of delivery.

41. PROPRIETARY INFORMATION, DATA DUPLICATION, AND DISCLOSURE

Offeror agrees that any information disclosed from KCTCS to the Offeror for the purpose of any contract shall be used only in the performance of the contract. Offeror will keep information confidential, will not disclose it to any third party except as authorized by the Owner, and will only disclose it to those within its organization who need to use it in performance of the contract. Upon completion or termination of this contract, Offeror shall return all such information to KCTCS or make such other disposition thereof as may be directed or approved by KCTCS.

No item furnished under this contract, or tools, plans, designs, or specifications for producing the same which have been specifically designed for or by KCTCS shall be duplicated or used by Offeror. Upon completion or termination of this contract, Offeror shall return all items, tools, plans, designs, or specifications to KCTCS or make such other disposition thereof as may be directed by or approved by KCTCS.

Offeror agrees that it will not, without prior written approval of KCTCS, publicize this contract or disclose, confirm or deny any details thereof to third parties, or use KCTCS' name in connection with Offeror's sales promotion or publicity without prior written approval of KCTCS.

Nothing in this provision shall restrict Offeror's right to use or disclose any information which is or becomes generally known to the public without breach of this provision by Offeror or is rightfully obtained without restriction from other sources.

42. OFFEROR'S RESPONSIBILITY FOR RECORDS, AUDITS AND REPORTS FOR RESULTING CONTRACT

Offeror shall retain all records and documents pertaining to the resulting contract and shall provide unlimited access, at all reasonable times and upon reasonable notice, to all accounting records and supporting documentation relating to the goods and services furnished during any contract and for a period of five (5) years thereafter, unless required to be retained for a longer period by state or federal statute. Should such audit disclose incorrect billings or improprieties, KCTCS reserves the right to charge the Offeror for the cost of the audit and pursue appropriate reimbursement.

Offeror will be responsible for providing line item usage reports to the KCTCS Director of Procure to Pay on a quarterly basis. KCTCS reserves the right to request other pertinent reports.

43. OFFEROR AND SUBCONTRACTOR RESPONSIBILITY WITH FEDERALLY FUNDED CONTRACTS

The Offeror shall comply with all applicable federal, state, and local laws, regulations, and executive orders relating to equal opportunity and non-discrimination in employment and service delivery. This includes, but is not limited to, laws prohibiting discrimination on the basis of race, color, religion, sex, national origin, age, disability, genetic information, veteran status, or any other status protected by applicable law.

The Offeror further agrees to:

- a. Take affirmative steps to ensure equal opportunity in all aspects of employment and service delivery.
- b. Include this clause in all subcontracts and purchase orders under this agreement.
- c. Remain informed of and comply with any future amendments or new requirements issued under applicable non-discrimination laws or regulations during the term of this agreement.
- d. Cooperate with any compliance reviews or investigations conducted by authorized agencies to ensure adherence to applicable non-discrimination requirements.

Failure to comply with these provisions may result in termination of this agreement, suspension of payments, or other remedies as provided by law.

44. PAYMENT CARD INDUSTRY – DATA SECURITY STANDARD REQUIREMENTS (PCI-DSS)

Offeror shall be required to comply with the Gramm-Leach-Bliley Act (GLBA). To the extent any purchase includes services, including support, such that the provider of the service (defined in the GLBA as "Service Provider") may receive "customer information" through the course of contracted activities with KCTCS, Service Provider agrees to the following additional terms and conditions:

- (a) Throughout the term of this Agreement, Service Provider shall implement and maintain "appropriate safeguards", as that term is used in § 314.4(d) of the FTC Safeguard Rule, 16 C.F.R. § 314, for all "customer information," as that term is defined in 16 C.F.R. § 314.2(b), received by Service Provider pursuant to this Agreement.
- (b) Service Provider shall promptly notify KCTCS, in writing, of each instance of (i) unauthorized access to or use of any customer information that could result in substantial harm or inconvenience to a customer of KCTCS or (ii) unauthorized disclosure, misuse, alteration, destruction or other compromise of any customer information. Within 30 days of the termination or expiration of this Agreement, Service Provider shall destroy all records, electronic or otherwise, in its or its agents' possession that contains such customer information and shall deliver a written certification of the destruction to KCTCS.
- (c) Service provider consents, upon reasonable advance notice, to KCTCS' right to conduct an on- site audit of Service Provider's security program.
- (d) Notwithstanding any other provisions of this Agreement, KCTCS may terminate this Agreement for cause if Service Provider has allowed a material breach of its security program, if Service Provider has lost or materially altered customer information, or if KCTCS reasonably determines that Service Provider's security program is inadequate.

- (e) Service Provider shall defend, indemnify, and hold harmless KCTCS, its affiliates, subsidiaries, agents, officers, board members, and employees from and against any and all claims, damages, losses, and expenses, including reasonable attorney's fees, for any claims arising out of or in any way relating to any allegations of security breaches, violations of the Safeguard Rule caused by Service Provider's negligence, intentional acts or omissions, or any loss or material alteration of customer information.
- (f) Service Provider shall reimburse KCTCS for any damages, including but not limited to any costs required to reconstruct lost or altered information, resulting from any security breach, loss, or alteration of customer information.

Offeror hereby agrees as follows:

- (a) Offeror shall be responsible for the security of cardholder data that it possesses, even temporarily, including any functions relating to storing, processing, and transmitting of cardholder data on behalf of KCTCS. In the case of a payment processing system and/or equipment purchased from Offeror that is covered by PA DSS (Payment Application Data Security Standard), Offeror warrants and represents that its software and/or equipment shall not impede KCTCS' PCI DSS (Payment Card Industry Data Security Standard) compliance efforts. In the event that Offeror's software and/or equipment does impede such efforts, KCTCS may, in its sole discretion, upon thirty (30) days' notice and opportunity to cure, terminate this Agreement, with any prepaid amounts refunded to KCTCS on a pro-rata basis.
- (b) Offeror warrants and represents that, as of the effective date of this Agreement, it has complied with all applicable requirements for validation and compliance with the PCI DSS (Payment Card Industry Data Security Standard), as appropriate for its Service Provider level. Offeror agrees to supply the current status of its PCI DSS compliance, and evidence of its most recent validation of compliance, upon execution of this Agreement. Further, Offeror must supply to KCTCS a new status report and evidence of validation of compliance at least annually and upon request by KCTCS. Offeror will immediately notify KCTCS if it learns that it is no longer PCI DSS compliant and will immediately report to KCTCS the steps being taken to remediate the non-compliance status. In no event should Offeror's notification to KCTCS be later than seven (7) calendar days after Offeror learns it is no longer PCI DSS compliant. Failure to maintain PCI DSS compliance shall be a breach of contract and the Kentucky Community and Technical College System may, at its sole discretion, terminate this Agreement if Offeror does not become compliant within thirty (30) days, with any prepaid amounts refunded to KCTCS on a pro-rata basis. Offeror shall provide attestation of compliance (see attached as an example) completed questionnaire for all devices that will process customer (KCTCS) information.
- (c) Offeror warrants and represents that, as of the effective date of this Agreement; it has complied with all applicable requirements for validation with the PA DSS (Payment Application Data Security Standard) for its payment processing KCTCS. Offeror agrees to supply evidence of its most recent validation upon execution of this Agreement. Further, Offeror agrees to maintain PA DSS validation for the installed payment processing system version throughout the term of any maintenance agreement with KCTCS. If the PA DSS validation deadline for the payment system lapses, Offeror acknowledges that it shall be in breach of this Agreement and KCTCS may, at its sole discretion, terminate this Agreement if Offeror does not become compliant within thirty (30) days, with any prepaid

amounts refunded to KCTCS on a pro-rata basis.

- (d) While doing business in KCTCS facilities or on its property, if credit card payments will be processed over the internet via the Offeror's own system and/or equipment and through its own merchant account, Offeror will provide its own internet connection to process such payments and will not be permitted to use the KCTCS network and equipment.

45. KENTUCKY'S PERSONAL SECURITY AND BREACH INVESTIGATION PROCEDURES

To the extent Company receives Personal Information as defined by and in accordance with Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, 61.932 and 61.933 (the "Act"), Company shall secure and protect the Personal Information by, without limitation: (i) complying with all requirements applicable to non-affiliated third parties set forth in the Act; (ii) utilizing security and breach investigation procedures that are appropriate to the nature of the Personal Information disclosed, at least as stringent as KCTCS' and reasonably designed to protect the Personal Information from unauthorized access, use, modification, disclosure, manipulation, or destruction; (iii) notifying KCTCS of a security breach relating to Personal Information in the possession of Company or its agents or subcontractors within seventy-two (72) hours of discovery of an actual or suspected breach unless the exception set forth in KRS 61.932(2)(b)2 applies and Company abides by the requirements set forth in that exception; (iv) cooperating with KCTCS in complying with the response, mitigation, correction, investigation, and notification requirements of the Act, (v) paying all costs of notification, investigation and mitigation in the event of a security breach of Personal Information suffered by Company; and (vi) at KCTCS' discretion and direction, handling all administrative functions associated with notification, investigation and mitigation.

46. DISASTER RECOVERY

At KCTCS' request, Offeror shall prepare and submit to KCTCS for its acceptance and approval, a comprehensive disaster recovery and business resumption plan, detailing Offeror's in- place procedures for daily back-up of data and systems, storage and protection of back-up media, and contingency plans and other details regarding Offeror's disaster recovery and business resumption plan.

At least as often as once per year and at Offeror's sole cost and expense, Offeror will undertake a comprehensive test of its disaster recovery and business resumption plans in accordance with the controls listed in the disaster recovery section of the Offeror's SOC Type 2 report. Offeror will share all records, reports, internal or external audits, documentation, and all other materials regarding such testing with KCTCS.

46.02 Source Code Escrow

Offeror agrees that if Offeror is licensing, selling, renting, leasing or otherwise providing any software to KCTCS, or creating, modifying, customizing or developing any software for KCTCS under the Agreement, that Offeror will at all times during the Term of the Agreement, at its sole cost and expense, maintain the source code (and any and all updates, enhancements, changes or additions thereto) for such software in escrow, with a third party escrow agent acceptable to KCTCS.

Offeror agrees that the source code shall be placed in escrow and released to KCTCS in the event that Offeror fails to meet its obligations to KCTCS under the Agreement, fails to support the software as required under the Agreement, materially breaches the Agreement, or suffers an event of bankruptcy (collectively "Release Events").

46.03 Encryption

Offeror agrees to ensure the confidentiality and integrity of KCTCS Data in storage and in transit through the implementation of strong encryption controls that are acceptable to KCTCS. If Offeror determines that strong encryption of KCTCS Data is not appropriate, Offeror must apply compensating controls, approved by KCTCS, to ensure the confidentiality and integrity of KCTCS Data and document the rationale for the approach taken.

46.04 Retention

Immediately upon termination, cancellation or expiration of the Agreement for any reason unless Offeror is otherwise instructed by KCTCS, or upon KCTCS' written request at any time, Offeror shall return or remove and destroy any and all KCTCS Data in whatever form or medium in Offeror's possession or control of Offeror or its agents or subcontractors, and certify such complete and full return or removal and destruction of all KCTCS Data in writing.

Offeror agrees to retain data for the appropriate statutory requirements. Offeror further agrees to extend to the retained data any and all protections, limitations, and restrictions contained in the contract and any addenda or exhibits thereto and the Data Sharing Agreement between KCTCS and Offeror, and to limit any further uses and disclosures of the retained data to the purposes of the appropriate statutory requirements for so long as Offeror retains KCTCS Data. Offeror agrees that any retained data will be destroyed at the expiration of such period according to KCTCS' direction.

Offeror's obligations under this Section shall survive the expiration or termination of this Agreement for any reason.

46.05 Offshoring

Offeror shall not transmit, export, download, store, or maintain any KCTCS Data beyond the borders of the United States of America.

47. AUTHORIZATION TO DO BUSINESS IN KENTUCKY

The successful Offeror shall affirm that it is properly authorized under the laws of the Commonwealth of Kentucky to conduct business in this state and will remain in good standing to do business in the Commonwealth of Kentucky for the term of any contract awarded. The Offeror shall maintain and furnish certification of authority to conduct business in the Commonwealth of Kentucky during the term of the resulting contract. Such registration is obtained from the Secretary of State, who will also provide the certification thereof.

Registration is not a prerequisite for responding to the RFP. The successful Offeror shall be required to register with the Secretary of State prior to conducting business on any resulting contract. Failure for the successful Offeror to register with the Kentucky Secretary of State or Offerors in bad standing at renewal time may result in cancelation of contract(s). Registration is maintained by the Secretary of State. [Home Page](#)

48. KENTUCKY RECIPROCAL PREFERENCE LAWS

In accordance with KRS 45A.490 to 45 A.494, Kentucky Resident Bidder Status or Qualified Bidder Status, a resident Offeror of the Commonwealth of Kentucky shall be given a preference against a nonresident Offeror. An affidavit for Qualified Bidder Status forms is available from KCTCS Procurement to Payment Services, upon request.

49. INTELLECTUAL PROPERTY

All intellectual property (IP) created, developed, or generated by the Offeror in connection with services rendered under this Agreement and paid for by KCTCS shall be the sole and exclusive property of KCTCS. This includes, but is not limited to, images, slogans, concepts, designs, software, documentation, and other creative or commercial outputs. KCTCS shall have the unrestricted right to use, reproduce, modify, distribute, and publicly display any IP developed under this Agreement without additional compensation or royalty obligations to the Offeror. The Offeror, including its officers, directors, agents, and employees, shall not:

- 49.02 Apply for ownership or registration of any IP created or obtained through performance of this Agreement.
- 49.03 Assert any claim of ownership over such IP.
- 49.04 Use any KCTCS-owned IP for any purpose other than fulfilling the obligations of this Agreement during its term.
- 49.05 Use any KCTCS-owned IP for any purpose after the termination or expiration of this Agreement.
- 48.06 These provisions shall survive the termination of this Agreement. KCTCS reserves the right to enforce its ownership rights through injunctive relief, damages, and any other remedies available under law.

50. INSURANCE

If applicable to the services being rendered and prior to the commencement of any work, the Offeror will furnish KCTCS the Certificates of Insurance (ACORD 25 or similar form) that will show it has and will maintain all insurance protection (including products and liability insurance) at the Offeror's expense. The Offeror agrees that required insurance shall not be canceled or allowed to lapse during the term of any awarded contract. All insurance carriers must have an AM Best Rating of A- or better to be filed and approved to do business in the Commonwealth of Kentucky.

Minimum liability coverage must be:

Commercial General Liability Insurance

- Must be on an Occurrence Form
- \$1,000,000 Bodily Injury and Property Damage each Occurrence
- \$3,000,000 General Aggregate
- \$1,000,000 Personal and Advertising Injury

Automobile Liability Insurance (any vehicle used to provide services)

- \$1,000,000 Combined Single Limit each Accident

Cyber Security Insurance

- \$ 3,000,000 Aggregate

Worker's Compensation and Employers Liability Insurance (state statutory limits)

- Employers Liability
 - o \$1,000,000 Each Accident
 - o \$1,000,000 Policy Limit Disease
 - o \$1,000,000 Each Employee Disease

Excess Umbrella Liability – Limits may be used to increase the limits for any of the above coverage to meet requirements.

Comprehensive General Liability, KCTCS must be named as an additional insured in the policy. In the event of failure by the Offeror to maintain, in force, insurance coverage acceptable to KCTCS, KCTCS will have the right to terminate this Agreement immediately upon written notice to the Offeror.

Description of Operations section of the COI, KCTCS shall be named as additional insured, include a brief description of the services being performed, and reference any contracts or agreements involved (ie Contract Number 12345):

Kentucky Community & Technical College System
300 North Main Street
Versailles, KY 40383

Any deductibles or self-insured retention in the above-described policies must be paid and are the sole responsibility of the Offeror. Coverage is to be primary and non-contributory with other coverage, if any, purchased by KCTCS. All required policies must include a Waiver of Subrogation, except Workers' Compensation, in favor of KCTCS, its trustees and employees.

Copies of the Insurance Certificates are to be furnished to the KCTCS Procurement to Payment Department. Modification of this requirement must be requested in writing with supporting statements, prior to the time of the proposal submission.

KCTCS does not agree to any waiver of insurance coverage regarding Primary and Non-Contributory insurance from Offerors.

51. EVENTS BEYOND CONTROL

Notwithstanding any provision to the contrary, KCTCS shall not be held liable or responsible for any delay or failure to perform its obligations under this Agreement or any resulting contract due to circumstances beyond its reasonable control. Such circumstances include, but are not limited to: strikes, labor disputes, or other work stoppages; actions or directives of federal, state, or local governments; natural disasters, acts of God, or public health emergencies; breakdowns, failures, or malfunctions of equipment, machinery, or infrastructure used in the provision of services; temporary interruptions for maintenance, repair, improvement, or expansion of facilities or systems; any other event or condition that materially impairs KCTCS' ability to fulfill its obligations and could not have been reasonably anticipated or prevented. In such cases, KCTCS shall make reasonable efforts to resume performance as soon as practicable, but shall not be liable for any damages, penalties, or costs arising from such delays or failures.

52. DATA PROTECTION/TRANSFER AFTER CONTRACT CONCLUSION

The Offeror agrees that in the event of termination, cancellation or expiration of a contract resulting from this RFP, for any reason, Offeror shall either: Return or destroy, as notified by KCTCS, all Data (including sensitive data) provided to the Offeror by KCTCS. Offeror understands and agrees that in the event of a cancellation, termination, or completion of the contract without renewal, this data is to be made immediately available to KCTCS within forty eight (48) hours from the effective notice of cancellation, termination, etc. or any/all other circumstances in which this contract would conclude, and access will remain available to KCTCS for a minimum of at least 120 days thereafter.

Such Data shall include, but is not limited to, all data provided to Offeror's employees, subcontractors, agents, or other affiliated persons or entities; or in the event that returning or destroying the Sensitive Data is not feasible, provide notification of the conditions that make return or destruction not feasible, in which case, the Offeror must continue to protect all Sensitive Data that it retains and agree to limit further uses and disclosures of such Data to those purposes that make the return or destruction not feasible as Offeror maintains such Data.

53. SERVICE PERFORMANCE

All services performed under this contract shall be in accordance with the terms and provisions of the contract. It will be the responsibility of KCTCS to ensure that such services rendered are performed and acceptable.

Major deviations of services performed will not be made without the written approval of the KCTCS Procurement to Payment Services Department. Problems that arise under any aspect of performance should first be resolved between the KCTCS Contract Owner/Subject Matter Expert and the Offeror. If such problems and/or disagreements cannot be so resolved they should be referred to the Director/Manager of Procurement to Payment Services, KCTCS for settlement by either party in writing.

54. SUBCONTRACTING

No part of the operation may be subcontracted without prior written approval of KCTCS Procurement to Payment Services, or unless approved prior to the award of the contract. All agreed upon subcontracted arrangements shall be reflected in contract language in writing. No payments will be made to subcontractors directly by KCTCS.

55. CONTRACT ASSIGNMENT

The Offeror is prohibited from assigning, transferring, or subletting the contract or its rights, title or interest or its power to execute the contract to any other person, company or corporation without written approval of KCTCS Procurement to Payment Services. In the event of a change in company ownership, KCTCS reserves the right to re-advertise the contract.

56. ACCESS TO RECORDS

The Offeror, as defined in KRS 45A.030 (9) agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this contract for the purpose of financial audit or program review. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the contract and shall be exempt from disclosure as provided in KRS 61.878(1)(c). The Offeror also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884.

57. PUBLIC INFORMATION

KCTCS is a governmental entity subject to disclosure obligations under KRS 61.870 through 61.884 or successor legislation. Information clearly marked "confidential" under this agreement shall be treated as information identified by the Offeror as confidential, trade secret, commercially sensitive information and shall not be disclosed except as provided by law.

58. DISCLOSURE OF OFFEROR'S RESPONSE

The RFP specifies the format, required information and general content of proposals submitted in response to this RFP. KCTCS will not disclose any portions of the proposals prior to contract award to anyone outside of KCTCS Procurement to Payment Services, KCTCS Administrative staff, representatives of the State of Kentucky or Federal Government (if required) and the members of the committee evaluating the proposals. After a contract is awarded in whole or part, KCTCS shall have the right to duplicate, use or disclose all proposal data submitted by Offerors in response to this RFP as a matter of public record.

KCTCS shall have the right to use all system ideas, or adaptations of those ideas, contained in any proposal received in response to this RFP. Selection or rejection of proposal will not affect this right.

59. GENERAL TERMS & CONDITIONS SOLICITATIONS & CONTRACTS

The General Conditions and Instructions for Solicitations and Contracts, hereby incorporated into the resulting contract by reference, shall be an integral part of this solicitation and resulting contract. The General Terms and Conditions may not be repeated in each Solicitation. Therefore,

it is the bidder's responsibility to access the General Terms and Conditions at the KCTCS Website: <https://systemoffice.kctcs.edu/suppliers/index.aspx>, or request a copy by contacting the Purchasing Officer listed in this RFP. By submitting a proposal to KCTCS an offeror agrees to these conditions and to comply with the information and instructions contained herein. Proposals submitted that include any additional Offeror terms or conditions or contain terms and conditions in conflict with the Statutes of the Commonwealth of Kentucky or KCTCS terms and conditions may be rejected. Offerors should refrain from imposing conditions that would modify the terms and conditions of the solicitation or limit the bidder's liability to KCTCS on the contract awarded on the basis of such Invitation.

60. ADA COMPLIANCE

When applicable (e.g., webpages, digital content, or technology services), the Offeror's products and services must comply with the Americans with Disabilities Act (ADA) Title II regulations, including the 2024 update requiring conformance with the Web Content Accessibility Guidelines (WCAG) 2.1, Level AA. In addition, all deliverables must meet the applicable standards under the ADA Standards for Accessible Design, Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), and Section 255 of the Communications Act, as amended, along with any associated regulations.

61. CYBER SECURITY

Offeror shall use commercially reasonable efforts (i) to keep its systems and networks secure (including, but not limited to its e-mail systems) and (ii) to prevent any hacking or data breaches thereof, or other activities that may compromise its systems or networks. Offeror agrees to send KCTCS a written report via email or secure link that includes a System & Organization Controls Type II Report (SOC Type II) providing evidence of penetration testing and vulnerability assessments for services and/or systems that manage KCTCS data. Within two (2) business days of the date Offeror discovers or reasonably should have discovered that any of its systems and/or networks have been hacked, breached, or otherwise compromised, Offeror will (a) send KCTCS a written report via e-mail including a System & Organization Controls Type II Report (SOC Type II), describing the nature of such activities to permit KCTCS an opportunity to take any necessary preventive measures and (b) use commercially reasonable efforts to respond to the activities on an urgent basis to reduce, stop, or prevent any impact to KCTCS. KCTCS will not be liable for the activities of any third party who hacks, breaches, or compromises Offeror's systems and/or networks, and Offeror understands and agrees that if KCTCS makes an errant payment due to the hacking, breach, or compromised supplier system or network, KCTCS will **not** be required to re-issue the payment.

62. KCTCS SUPPLIER REGISTRATION

If applicable and upon award, the **AWARDED OFFEROR** must register through the KCTCS Supplier Registration Portal (new suppliers only) so KCTCS may obtain full contact information for ordering and payment. KCTCS supplier registration is **not** required to respond to this solicitation.

63. DANGER OF PROCRASTINATION

It is in the best interests of Offerors to submit their proposals far enough in advance of the proposal deadline to avoid any hinderances out of the control of the Offeror, Bid Locker, or KCTCS. Such impediments could include, extremely heavy Internet traffic, phone line disruption, busy circuits, unexpected computer outages or weather-related challenges. KCTCS assumes no responsibility for impediments out of its control and encourages Offerors to submit early to avoid any possibility their proposals may be late. No exceptions will be made for delayed submissions including technology issues, incomplete submissions. Offerors should contact Bid Locker directly per the information contained within Bid Locker for concerns or issues on the platform.