

This document constitutes a Request for Proposal from qualified vendors and service providers for **Interactive Classroom Maintenance and related services** as described herein for the **Oldham County Board of Education**, in Oldham County, Kentucky.

Offerors are advised that any contract resulting from the Request for Proposal must comply with KRS 424, Board Policy 3020, all applicable provision of KRS 45A and all applicable federal laws, prior to becoming effective.

A contract, based on this RFP, may or may not be awarded.

Oldham County Board of Education
Request for Proposal (RFP)
For
Interactive Classroom Maintenance
RFP 2005-01

Release Date: June 1, 2020
CLOSING DATE AND TIME: June 30, 2020 at 11:59pm EST

(See 10.9 of this RFP for the Estimated Schedule of RFP Activities)

Issued by
Oldham County Board of Education
Operational Technology Department

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****At this time, all Oldham County Public Schools and Administrative Offices are closed. All submissions to this solicitation must be electronic; See Section 60.6 and Attachment D – Vendor Guidelines for Email Submissions. ****

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SECTION 10 – INTRODUCTION AND OVERVIEW

10.1 Purpose

The purpose of this RFP is to solicit competitive bids pursuant to Board Policy 3020. **The Oldham County Board of Education (OCBE)** is seeking vendors to provide **Interactive Classroom maintenance and related services** for usage by Oldham County Public Schools and Administrative Offices.

10.2 Issuing Office

The OCBE, Operational Technology Department is issuing this RFP on behalf of the schools and administrative offices of the District. The District Contact is the only person authorized to change, modify, amend, alter, or clarify the specifications, terms, and conditions of this RFP.

A maximum of two (2) contracts, based on this RFP, may or may not be awarded. Any contract award from this RFP is invalid until properly approved and executed by the District’s Board Members and the Superintendent.

10.3 Access to Solicitation, RFP, and Addenda

The District wants each prospective vendor to have full and complete information on which to base a proposal. Only information presented or referred to in this RFP and any additional written information that is supplied by the Department shall be used by vendors in preparing the response.

The solicitation, addenda and attachments shall be posted to the District’s website at <https://www.oldham.kyschools.us/Content2/tech-rfp>

In the event of any conflict or variation between the solicitation or modification as issued by the District and the vendor’s response, the version as issued shall prevail.

10.4 RFP Terminology

The following terms may be used interchangeably, within this RFP:

- Proposer, Offeror, Contractor, Provider or Vendor
- RFP, Solicitation or Procurement
- Bid, Proposal or Offer
- Oldham County Board of Education, District, Oldham County Schools (OCS), Board of Education (BOE) or Agency
- District Contact, Contact or Authorized Contact
- Operational Technology Department, Technology Department or Department
- Fiscal Year will be defined as the District fiscal year: July 1 through June 30
- **Requirements that include the words “Shall”, “Will”, “Must” indicate a mandatory requirement**

10.5 Restrictions on Communications

The District Contact named on the Cover Sheet of this RFP shall be the sole point of contact throughout this RFP process. All communications, oral and written (regular,

express, electronic mail or fax), concerning this procurement shall be addressed to the Contact.

For violation of this provision, the District shall reserve the right to disqualify the vendors' proposal response.

10.6 Written Questions Regarding this RFP

Vendors are encouraged to submit written questions pursuant to Section 10.9 of this RFP. Written questions shall be submitted to the District Contact **via ATTACHMENT E – Vendors' Question Form**. No questions shall be accepted after the date(s) listed in 10.9 unless the question(s) is considered material to the procurement.

The District shall respond to salient questions in writing by issuing an addendum to the solicitation. The addendum shall be posted to the District's website (see 10.3).

10.7 Notification of Award of Contract

The procurement process will provide for the evaluation of proposals and selection of the successful proposal in accordance with State and local law and regulations. Board Policy 3020, KRS 424.260, and the portions of KRS 45A included in this RFP provide the regulatory framework for the procurement of services by the Oldham County Schools.

All applicable statutes, regulations, policies, and requirements shall become a part of an award.

To view the award of contract and the contractor receiving the award for this solicitation will be posted to the District's website (see 10.3).

Notification of the awarding of the contract shall be given in writing to all bidders. This notice shall include a list of all bidders together with their bids.

10.8 Protest

Any actual or prospective offeror or contractor, who is aggrieved in connection with solicitation or selection for award of a contract, may file a protest with the Office of the Superintendent. A protest or notice of other controversy must be filed promptly and in any event within two (2) calendar weeks after such aggrieved person knows or should have known of the facts giving rise thereto. All protests or notices of other controversies must be in writing and shall be addressed and mailed to:

Jane Easton,
Administrative Assistant
Oldham County Board of Education
Office of the Superintendent
6165 W. Highway 146
Crestwood, KY 40014

The Office of the Superintendent shall promptly 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 by the Office of the Superintendent shall be final and conclusive.

10.9 [Estimated Schedule of RFP Activities](#)

The following table presents the anticipated schedule for major activities associated with the RFP distribution, proposal submission, proposal evaluation process and contract award. The District reserves the right at its sole discretion to change the Schedule of Activities, including the associated dates and times.

Anticipated Schedule of Activities

Release of RFP	June 1, 2020
1 st Set of Vendors' Written Questions due by 3:00 PM EST (See 10.6)	June 8, 2020
Vendors Deviation Form due by 3:00 PM EST (SUBMIT DEVIATIONS ON ATTACHMENT C-VENDORS' DEVIATION FORM)	June 8, 2020
District's Response to 1 st Set of Vendors' Written Questions and Deviations	June 15, 2020
2 nd Set of Vendors' Written Questions due by 3:00 PM EST (See 10.6)	June 22, 2020
District's Response to 2 nd Set of Vendors' Written Questions	June 25, 2020
Proposals due by 11:59 PM EST	June 30, 2020

SECTION 20 – BACKGROUND AND PRESENT SYSTEM SUMMARY

20.1 Background

The Oldham County Board of Education, District Operational Technology Department is in La Grange, KY and provides technology services to Oldham County Board of Education's public schools and administrative offices.

The Operational Technology Department works in tandem with the Instructional Technology Department to facilitate the integration of technology within the classroom.

Oldham County Schools participates in the KY Education Technology System (KETS). KETS is the statewide system set forth in the KY Department of Education (KDE) Master Plan for Education Technology issued by the KY Board of Education (KBE) and approved by the Legislative Research Commission.

The KDE Master Plan for Education Technology for the Commonwealth was originally adopted by the State Board for Elementary and Secondary Education in May 1992 and is updated every five (5) years. The Master Plan for Education Technology is located on the KDE Web site at: <https://education.ky.gov/districts/tech/Pages/The-KETS-Master-Plan.aspx>.

Starting with the 2020 fiscal year, the Operational and Instructional Technology Departments developed a three (3) year technology plan to address the needs of Oldham County Schools. The Oldham County Schools Technology Plan maybe found at this link:

<https://docs.google.com/document/d/1CR1CNRGoTcnjCCfKNE14dS4cbjRcrp6FjzbE6neMxWQ/edit?usp=sharing>

This plan for technology addresses the need to provide reliable access to electronic resources and rich media content that supports the teaching and learning initiatives within Oldham County Schools.

SECTION 30 – KDE AND KETS REQUIREMENTS

30.1 Kentucky Education Technology System Products and Standards

- A. The vendor and any subcontractors shall be required to adhere to applicable KETS products and standards.
- B. The Office of Education Technology (OET) posts changes to KETS Standards and Policies on its website located here: <https://education.ky.gov/districts/tech/kpur/Pages/KETS%20Technology%20Standards%20and%20Purchasing.aspx>. Vendors and subcontracts shall ensure their solution(s) comply with all posted changes. Vendors or subcontractors that cannot comply with changes must, within thirty (30) days of the posted change, request written relief with the justification for such relief. The District may 1) deny the request, 2) approve an exception to the policy / standard, or 3) consider scope changes to the contract to accommodate required changes. Vendors or

subcontracts that do not provide the response within the thirty (30) day period shall be required to comply within ninety (90) days of the change.

30.2 Commonwealth Information Technology Policies and Standards

- A. The vendor and any subcontractors shall be required to adhere to applicable Commonwealth policies and standards.
- B. The Commonwealth posts changes to Commonwealth Office of Technology (COT) Standards and Policies on its <http://technology.ky.gov> website. Vendors and subcontractors shall ensure their solution(s) comply with all posted changes. Vendors or subcontractors that cannot comply with changes must, within thirty (30) days of the posted change, request written relief with the justification for such relief. The District may 1) deny the request, 2) approve an exception to the policy / standard, or 3) consider scope changes to the contract to accommodate required changes. Vendors or subcontracts that do not provide the response within the thirty (30) day period shall be required to comply within ninety (90) days of the change.

30.3 Compliance with Commonwealth Security Standards

Software deployment and all vendor services shall abide by privacy and security standards as outlined in the Commonwealth's Enterprise Information Technology Policies.

Enterprise Security Policies

<http://technology.ky.gov/ciso/Pages/InformationSecurityPolicies%2CStandardsandProcedures.aspx>

Enterprise IT Policies

<http://technology.ky.gov/policy/pages/policies.aspx>

Finance and Administration Cabinet Commonwealth Office of Technology Enterprise IT Policies

<http://finance.ky.gov/services/policies/Pages/default.aspx>

30.4 Privacy, Confidentiality and Ownership of Information

The District is the designated owner of all District data and shall approve all access to that data. The Vendor shall not have ownership of District data at any time. The Vendor shall not profit from or share District data. The Vendor shall comply with privacy policies established by governmental agencies or by state or federal law. Privacy notice statements may be developed and amended from time to time by the District and will be appropriately displayed on the District's website. The Vendor should provide sufficient security to protect the District data in network transit, storage, and cache. **All District data, including backups and archives, must always be maintained within the contiguous United States. All District data, classified as sensitive or higher, as defined in Enterprise Standards, must be encrypted in-transit and at rest.**

30.5 Software Development

If applicable, source code for software developed or modified by the vendor specifically for the District shall become property of the District. This is not meant to include minor modifications to the vendor software to configure the software for District use. This is meant to include software written to add functionality to the vendor product specifically to meet the requirements of the District where the District bears the entire cost of creating that functionality.

30.6 License Agreements

If applicable, software provided by the vendor to the District should contain a provision for perpetual licensing with all upgrade options. License agreements should also contain a provision for the District to maintain a version of the software in escrow in the event the vendor is unable to continue business for financial or other business reasons. Any escrow agreement shall be negotiated by all parties. Any third-party software licenses and cloud resources necessary for the proposed solution may be procured via the District's existing contracts.

30.7 Software Version Requirements

All commercially supported and District approved software components such as Operating System (OS), Database software, Application software, Web Server software, Middle Tier software, and other ancillary software must be kept current. In the event that a patch interferes with the solution, the vendor must present a plan for compliance with the District outlining the constraints and an appropriate plan of action to bring the solution in compliance to allow this patch to be applied in the shortest timeframe possible, not to exceed three (3) months, unless otherwise negotiated with the District.

The Vendors shall keep software in compliance with industry standards to support third party products including but not limited to Java, Adobe Flash, Internet Explorer, Mozilla Firefox, etc. at latest supported version, release and patch levels, when such dependencies exist. In the event that a third party dependency interferes with the solution, the vendor must present a plan for compliance to the District outlining the constraints and an appropriate plan of action to bring the solution into compliance to allow this third party dependency to be updated in the shortest timeframe possible, not to exceed three (3) months, unless otherwise negotiated with the District.

30.8 Section 508 Compliance

All user interfaces to the solution(s) provided, shall be warranted by the vendor to comply with Section 508 of the Rehabilitation Act of 1972 (29 U.S.C. 794d) and the World Wide Web Consortium's (W3C) Web Content Accessibility Guidelines (WCAG) 2.0, conformance level Double-A or greater.

30.9 No Surreptitious Code Warranty

The contractor represents and warrants that no copy of licensed Software provided to the District contains or will contain any Self-Help Code or any Unauthorized Code as defined below. This warranty is referred to in this contract as the "No Surreptitious Code Warranty".

As used in this contract, “Self-Help Code” means any back door, time bomb, drop-dead device, or other software routine designed to disable a computer program automatically with the passage of time or under the positive control of a person other than the licensee of the software. Self-Help Code does not include Software routines in a computer program, if any, designed to permit an owner of the computer program (or other person acting by authority of the owner) to obtain access to a licensee’s computer system(s) (e.g. remote access) for purposes of maintenance or technical support.

As used in this contract, “Unauthorized Code” means any virus, Trojan horse, spyware, worm or other Software routines or components designed to permit unauthorized access to disable, erase, or otherwise harm software, equipment or data; or to perform any other such actions. The term Unauthorized Code does not include Self-Help Code.

In addition, contract will use up-to-date commercial virus detection software to detect and remove any viruses from any software prior to delivering it to the District.

The vendor shall defend the District against any claim and indemnify the District against any loss or expense arising out of any breach of the No Surreptitious Code Warranty.

30.10 [Applicable Security Control Framework Compliance](#)

The vendor must have an awareness and understanding of the NIST Special Publication 800-53 Security Control Framework and employ safeguards that meet or exceed the moderate level controls as defined within the standard. The respondent must provide sufficient safeguards to provide reasonable protections around the District’s data to ensure that the confidentiality, integrity, and availability is maintained at an appropriate level. These include but are not limited to:

- *Access Control*

The vendor must employ policy and process that provide for stringent control to limit physical and logical access to systems that house District data, and on a need to know basis, to provide clear separation of duties, and adheres to least privilege principals.

- *Awareness and Training*

The vendor must provide the appropriate role specific training for staff to ensure that there is awareness and understanding of roles and responsibilities as they relate to the protections around the District’s data.

- *Audit and Accountability*

There must be sufficient auditing capability to ensure that actions are tracked and there is individual accountability for all actions taken by vendor staff.

- *Configuration Management*

The vendor must work within established baselines that provide minimal functionality needed to ensure service delivery without exposing unnecessary

risk. The vendor must also employ structured change control processes that provide a level of coordination with the client agreed upon in a Service Level Agreement (SLA).

- *Contingency Planning*

The vendor must employ contingent planning policy and procedures that ensure service delivery based on agreed SLA levels while maintaining all District data within the continental United States.

- *Identification and Authorization*

The vendor must employ appropriate identity and access management policies and procedures to ensure that access is appropriately authorized and managed at a level to ensure that access is provisioned and de-provisioned in a timely and efficient manner.

- *Incident Response*

The vendor must employ policy and procedures to ensure that an appropriate response to all identified security incidents are addressed in a timely manner and are reported to the appropriate parties in an agreed upon SLA timeframe. The vendor must also ensure that all staff are sufficient trained to ensure that they can identify situations that are classified as security incidents.

- *Maintenance*

The vendor must employ policy and procedures that ensure that all maintenance activities are conducted only by authorized maintenance staff leveraging only authorized maintenance tools

- *Media Protection*

The vendor must employ policy and procedure to ensure that sufficient protections exist to protect District data on all storage media throughout the media lifecycle and maintain documentation from media creation through destruction.

- *Physical and Environmental Controls*

The vendor must employ physical and environmental policies and procedures that ensure that the service and delivery infrastructure are in a physically secure and environmentally protected environment to ensure the confidentiality, integrity, and availability of District data.

- *Personnel Security*

The vendor must employ policies and procedures to ensure that all staff that have access to systems that house, transmit or process District data have been

appropriately vetted and have been through a background check at the time of hire and periodically thereafter.

- *System and Communications Protections*

The vendor must employ physical and logical protection that protect system communications and communication media from unauthorized access and to ensure adequate physical protections from damage.

SECTION 40 – PROCUREMENT REQUIREMENTS

40.1 Procurement Requirements

The procurement process will provide for the evaluation of proposals and selection of the winning proposal in accordance with the Board Policy 3020, KRS 424.260, and the portions of KRS 45A included in this RFP.

The District reserves the right to reject any offers and to waive informalities and minor irregularities in offers received.

40.2 Clarification of Proposals

The District reserves the right to request additional information as may reasonably be required for selection, and to reject any proposals for failure to provide additional information on a timely basis.

The District reserves the right to conduct discussions with any offeror who has submitted a proposal to determine the offeror's qualifications for further consideration. Discussions shall not disclose any information derived from proposal submitted by other offerors.

40.3 Contract Components and Order of Precedence

The District's acceptance of the contractor's offer in response to the solicitation, indicated by the issuance of a contract award by the District's Board of Education, shall create a valid contract between the Parties consisting of the following:

1. Procurement Statutes, Regulations and Policies
2. Any written Agreement between the Parties
3. Any Addenda to the Solicitation
4. The Solicitation and all attachments
5. Any Best and Final Offer
6. Any clarifications concerning the Contractor's proposal in response to the Solicitation
7. The Contract's proposal in response to the Solicitation.

In the event of any conflict between or among the provisions contained in the contract, the order of precedence shall be as enumerated above.

40.4 Final Agreement

The Contractor shall not commence any work until a valid Contract has been fully executed. The contract represents the entire agreement between the parties with respect to the subject matter hereof. Prior negotiations, representations, or agreements, either written or oral, between the parties hereto relating to the subject matter hereof shall be of no effect upon this contract.

40.5 Contract Provisions

If any provision of this contract (including items incorporated by reference) is declared or found to be illegal, unenforceable, or void, then both the District and the contractor shall be relieved of all obligations arising under such provision. If the remainder of this contract is capable of performance, it shall not be affected by such declaration or finding and shall be fully performed.

40.6 Type of Contract

The contract proposed in response to this solicitation shall be based on a **firm fixed unit price** for the elements listed in this solicitation. This solicitation is specifically not intended to solicit proposals for contracts based on cost-plus, open-ended rate schedule, nor any non-fixed price arrangement.

40.7 Contract Usage

As a result of this RFP, the contractual agreement with the selected vendor will in no way obligate the District to purchase any services or equipment under this contract. The District agrees, in entering any contract, to purchase only such services in such quantities as necessary to meet the actual requirements as determined by the District.

40.8 Addition or Deletion of Items or Services

The Oldham County Schools Operational Technology Department reserves the right to add new and similar items, by issuing a contract modification to this contract with the consent of the vendor. Until such time as the vendor receives a modification, the vendor shall not accept delivery orders from any agency referencing such items or services.

40.9 Changes and Modifications to the Contract

No modification or change of any provision in the contract shall be made, or construed to have been made, unless such modification is mutually agreed to in writing by the Contractor and the District, and incorporated as a written amendment to the contract and processed through the Operational Technology Department and approved by the Office of the Superintendent prior to the effective date of such modification or change. Memorandum of understanding, written clarification, and/or correspondence shall not be construed as amendments to the contract.

If the contractor finds at any time that existing conditions made modification of the contract necessary, it shall promptly report such matters to the District Contact for consideration and decision.

40.10 Changes in Scope

The District may, at any time by written order, make changes within the general scope of the contract. No changes in scope are to be conducted except at the approval of the District.

40.11 Contract Conformance

If the District Contact determines that deliverables due under the contract are not in conformance with the terms and conditions of the contract and the mutually agreed-upon project plan, the Contact may request the contractor to deliver assurances in the form of additional contractor resources and to demonstrate that other major schedules will not be affected. The District shall determine the quantity and quality of such additional resources and failure to comply may constitute default by the contractor.

40.12 Payment

The District will make payment within thirty (30) working days of receipt of the contractor's invoice or of acceptance of goods and/or services.

Payments are predicated upon successful completion and acceptance of the described work, services, supplies, or commodities, and delivery of the required documentation. Invoices for payment shall be submitted to the District Contact person.

40.13 Contractor Cooperation in Related Efforts

The Oldham County Board of Education may undertake or award other contracts for additional or related work, services, supplies, or commodities, and the contractor shall fully cooperate with such other contractors and District employees. The contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by District employees.

40.14 Contractor Affiliation

"Affiliate" shall mean a branch, division or subsidiary that is effectively controlled by another party. If any affiliate of the contractor shall take any action that, if done by the contractor, would constitute a breach of this agreement, the same shall be deemed a breach by such party with like legal effect.

40.15 District Property

The contractor shall be responsible for the proper custody and care of any District-owned property furnished for contractor's use in connections with the performance of this contract. The contractor shall reimburse the District for its loss or damage, normal wear and tear expected.

40.16 Confidentiality of Contract Terms

The contractor and the District agree that all information communicated between them before the effective date of the contract shall be received in strict confidence and shall not be necessarily disclosed by the receiving party, its agents, or employees without prior written consent of the other party. Such material will be kept confidential subject to the Commonwealth of Kentucky and Federal public information disclosure laws.

Upon signing of the contract by all parties, terms of the contract become available to the public, pursuant to the provisions of the Kentucky Revised Statutes.

The contractor shall have an appropriate agreement with its subcontractors extending these confidentiality requirements to all subcontractors' employees.

40.17 Confidential Information

Family Educational Rights and Privacy Act (FERPA)

The Family Education Rights and Privacy Act (FERPA) is a Federal law that protects the privacy of student educational records. FERPA places restrictions on educational data which may or may not be disclosed without authorization. Restricted data includes all data which may contain personally identifiable information (PII), i.e. a student's name, address, phone number, social security number, et cetera.

Any employee, official or contractor of the Vendor who may have access to Free and Reduced eligibility information regarding the District's students will be required to sign an affidavit of nondisclosure.

If during the course of this agreement, Oldham County Board of Education discloses the contractor to any data protected by the Family Educational Rights and Privacy Act of 1974 (FERPA), as amended, and its regulations, and data protected by the Richard B. Russell National School Lunch Act (42 U.S.C. 1751 et seq)(NSLA) and Child Nutrition Act of 1966 (42 U.S.C. 1771 et seq)(CAN) the contractor is bound by the confidentiality, security and redisclosure requirements and restrictions stated in FERPA, NSLA and CAN and will enter into a confidentiality agreement and ensure its employees and contractors execute affidavits of nondisclosure as required. The confidentiality agreement and affidavits will then become part of this original agreement.

In the event such information will be disclosed as state above, the required agreement and affidavits will be provided before such information is disclosed.

40.18 Protection of Personal Information Security and Breach Investigation Procedures and Practices Act

Vendors that receive Personal Information as defined by and in accordance with Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, et seq., (the "Act"), shall secure and protect the Personal Information by, without limitation, complying with all requirements applicable to non-affiliated third parties set forth in the Act.

"Personal Information" is defined in accordance with KRS 61.931(6) as "an individual's first name or first initial and last name; personal mark; or unique biometrics or genetic print or image, in combination with one (1) or more of the following data elements:

- a) An account, credit card number, or debit card number that, in combination with any required security code, access code or password, would permit access to an account
- b) A Social Security number
- c) A taxpayer identification number that incorporates a Social Security number

- d) A driver's license number, state identification card number or other individual identification number issued by an agency
- e) A passport number or other identification number issued by the United States government; or
- f) Individually Identifiable Information as defined in 45 C.F.R. sec. 160.013 (of the Health Insurance Portability and Accountability Act), except for education records covered by the Family Education Rights and Privacy Act, as amended 20 U.S.C. sec 1232g."

As provided in KRS 61.931(5), a "non-affiliated third party" means "any person or entity that has a contract or agreement with the District and receives (accesses, collects or maintains) personal information from the District pursuant to the contract or agreement."

The vendor hereby agrees to cooperate with the District in complying with the response, mitigation, correction, investigation, and notification requirements of the Act.

The vendor shall immediately notify as soon as possible, but not to exceed seventy-two (72) hours, the contracting agency of a determination of or knowledge of a breach, unless the exception set forth in KRS 61.932(2)(b)2 applies and the vendor abides by the requirements set forth in that exception.

The vendor hereby agrees that the District may withhold payment(s) owed to the vendor for any violation of the Identity Theft Prevention Reporting Requirements.

The vendor hereby agrees to undertake a prompt and reasonable investigation of any breach as required by KRS 61.933.

Upon conclusion of an investigation of a security breach of Personal Information as required by KRS 61.933, the vendor hereby agrees to an apportionment of the costs of the notification, investigation, and mitigation of the security breach.

In accordance with KRS 61.932(2)(a) the vendor shall implement, maintain and update security and breach investigation procedures that are appropriate to the nature of the information disclosed, that are at least as stringent as the security and breach investigation procedures and practices established by the Commonwealth Office of Technology:

<http://technology.ky.gov/ciso/Pages/InformationSecurityPolicies%2CStandardsandProcedures.aspx>

40.19 Advertising Award

The contractor shall not refer to the award of contract in commercial advertising in such a manner as to state or imply that the firm or its services are endorsed or preferred by the Oldham County Board of Education without the expressed written consent of the agency technical contact person. (see 50.4)

40.20 Patent or Copyright Infringement

The contractor shall report to the District promptly and in reasonable written detail, each notice of claim of patent or copyright infringement based on the performance of this contract of which the contractor has knowledge.

The District agrees to notify the contractor promptly, in writing, of any such claim, suit or proceeding, and at the contractor's expense give the contractor proper and full information needed to settle and/or defend any such claim, suit or proceeding.

If, in the contractor's opinion, the equipment, materials, or information mentioned in the paragraphs above is likely to or does become the subject of a claim or infringement of a United States patent or copyright, then without diminishing the contractor's obligation to satisfy any final award, the contractor may, with the District's written consent, substitute other equally suitable equipment, materials, and information, or at the contractor's options and expense, obtain the right for the District to continue the use of such equipment, materials, and information.

The District agrees that the contractor has the right to defend, or at its option, to settle and the contractor agrees to defend at its own expense, or at its option to settle, any claim, suit or proceeding brought against the District on the issue of infringement of any United States patent or copyright or any product, or any part thereof, supplied by the contractor to the District under this agreement. The contractor agrees to pay any final judgment entered against the District on such issue in any suit or proceeding defended by the contractor.

If principles of governmental or public law are involved, the District may participate in the defense of any such action, but no costs or expenses shall be incurred for the account of the contractor without the contractor's written consent. The contractor shall have no liability for any infringement based upon:

- A. The combination of such product or part with any other product or part not furnished to the District by the contractor
- B. The modification of such product or part unless such modification was made by the contractor
- C. The use of such product or part in a manner for which it was not designed

40.21 Permits, Licenses and Commonwealth Registration

The contractor 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 contractor shall maintain certification of authority to conduct business in the Commonwealth of Kentucky during the term of this contract. Such registration is obtained from the Secretary of State, who will also provide the certification thereof. However, the contractor need not be registered as a prerequisite for responding to the RFP. Additional local registration or license may be required.

40.22 Taxes

Kentucky Sales and/or Use Tax

- A. Proposers are informed that contracts of the Board of Education of Oldham County, Kentucky are exempt from the provisions of the Kentucky Sales and/or Use Tax. Offeror will be furnished proper tax exemption certificates upon request.
- B. All adjustments and allowances for the current sales and/or use tax shall be provided for in the quoted amount as no adjustment will be permitted and/or made after the fact.

Federal Excise Tax

The Board of Education of Oldham County, Kentucky is entitled to exemption from Federal Excise Tax. All proposers or contractors shall take this into consideration in their proposal.

Deductions for Taxes, Worker's Compensation, etc.

- A. The contractor will be required to accept liability for payment of all payroll taxes or deductions required by local, state, and federal law.
- B. Worker's Compensation Insurance shall be carried to the full amount as required by Kentucky Statutes.

40.23 Provisions for Termination of the Contract

A. Cancellation:

The District shall have the right to terminate and cancel this agreement at any time, not to exceed thirty (30) days written notice served on the contractor by registered or certified mail.

B. Funding Out Provision:

The District may terminate this contract if funds are not appropriated to the contracting District or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of contract. The District shall provide the contractor with thirty (30) calendar days written notice of termination of the contract.

C. Services Evaluation:

If it is later established that said services fail to comply with these specifications and conditions, the contract will be canceled. This will be done only after the offeror has been furnished (in writing) concerns regarding questionable deficiencies, and the problems have not been resolved. The District shall provide the contractor with seven (7) calendar days written notice of deficiencies, the Contractor will then have seven (7) calendar days to provide a written response and sixteen (16) calendar days to resolve deficiencies. At which time, the District may exercise the right to cancellation, set forth in Cancellation: if problems remain.

40.24 Penalty for Default

In the event of default by the vendor that is not timely cured pursuant to 40.23(C.), the Oldham County Public Schools may elect to terminate the contract for default, after which time the Board shall procure a substitute contractor which shall operate under the remainder of the existing contract breached by the contractor and the original contractor shall be liable for any and all excess costs incurred in the procurement of the substitute contractor.

40.25 Conformance with Commonwealth & Federal Laws/Regulation

This contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. Any action brought against the District on the contract, including but not limited to actions either for breach of contract or for enforcement of the contract, shall be filed in the Oldham County Circuit Court of the Commonwealth of Kentucky.

40.26 K.O.S.H.A Standards

If applicable, all materials and service must meet or exceed K.O.S.H.A (Kentucky Occupational & Safety Health Act) Standards.

40.27 Accessibility

Vendor hereby warrants that the products or services to be provided under this contract comply with the accessibility requirements of Section 504 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. Vendor further warrants that the products or services to be provided under this contract comply with existing federal standards established under Section 255 of the Federal Telecommunications Act of 1996 (47 U.S.C. § 255), and its implementing regulations set forth at Title 36, Code of Federal Regulations, part 1193, to the extent the vendor's products or services may be covered by that act. Vendor agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services which is brought to its attention.

40.28 Access to Records

The Contractor agrees that the contracting agency, the Auditor of Public Accounts, federal government or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this agreement for the purpose of financial audit or program review. The Contractor 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. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the agreement and shall be exempt from disclosure as provided in KRS 61.878(1)(c).

All contracts over \$10,000 awarded by the School Food Authority, must include a provision to the effect that the School Food Authority, the State Agency, USDA, the Comptroller General of the United States, or any of their duly authorized

representatives, shall have access 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 transactions.

40.29 Prohibitions of Certain Conflicts of Interest

The contractor represents and warrants, and the District relies upon such representation and warranty, that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services, as defined by KRS 45A.340. The contractor further represents and warrants that in the performance of the contract, no person, including any subcontractor, having any such interest shall be employed.

The contractor agrees that it shall not knowingly allow any official or employee of the District who exercises any function or responsibility in the review or approval of the undertaking or carrying out of this contract to voluntarily acquire any ownership interest, direct or indirect, in the contract prior to the completion of the contract.

40.30 No Contingent Fees

No person or selling agency shall be employed or retained or given anything of monetary value to solicit or secure this contract, excepting 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, the District shall have the right to reject the proposal or cancel the contract without liability.

40.31 Vendor Response and Proprietary Information

The RFP specifies the format, required information, and general content of proposals submitted in response to the RFP. ***The Oldham County Board of Education will not disclose any portions of the proposals prior to Contract Award to anyone outside the District, representatives of the agency for whose benefit the contract is proposed, representatives of the State or Federal Government, if required, and members of the evaluation committees.*** After a contract is awarded in whole or in part, the District shall have a right to duplicate, use, or disclose all proposal data submitted by vendors in response to this RFP as a matter of public record. Although the District recognizes the vendor's possible interest in preserving select data which may be part of the proposal, the District must treat such information as provided by the Kentucky Open Records Act, KRS 61.860 et sequitur.

Informational areas which normally might be considered proprietary shall be limited to **individual personnel data, customer references, selected financial data, formulae, and financial audits** which, if disclosed, would permit an unfair advantage to competitors. If a proposal contains information in these areas that a vendor declares proprietary in nature and not available for public disclosure, the ***vendor shall declare in the Transmittal Letter [see Transmittal Letter] the inclusion of proprietary information and shall noticeably label as proprietary each sheet containing such information. Proprietary information shall be submitted under separate sealed cover marked***

“Proprietary Data”. Proposals containing information declared by the vendor to be proprietary, either in whole or in part, outside the areas listed above may be deemed non-responsive to the RFP and may be rejected.

40.32 Utilization of Minority Vendors

The utilization of minority vendors and subcontractors is encouraged, wherever possible, on public contracts. The contractor should make full efforts to locate minority business persons. For assistance in identifying minority offerors and subcontractors, contact the Office of Equal Opportunity and Contract Compliance, Minority and Women Business Enterprise Certification Program, New Capitol Annex Building, Room 395, Frankfort, Kentucky, 40601. Phone: 502.564.2874, Fax: 502.564.1055, E-Mail: finance.contractcompliance@ky.gov.

40.33 Reimbursement/Costs

The District will not reimburse offerors for costs associated with the preparation, submission or requested clarification of any proposal.

40.34 Model Procurement Statutes

Model Procurement Statutes adopted by the Oldham County Board of Education shall be deemed incorporated by reference in these specifications. Oldham County Schools function under Board Policy 3020, KRS 424.260, and the portions of KRS 45A included in this RFT. Copies of these regulations are available online at <http://www.lrc.ky.gov/statutes/chapter.aspx?id=37250>. It is the responsibility of the offeror to be familiar with these statutory requirements.

40.35 Discrimination

Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity or age. The contractor further agrees to comply with the provision of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The contractor agrees to provide, upon request, needed reasonable accommodations. The contractor will take affirmative action to ensure the applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability. Such action shall include, but not be limited to the following; employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting for the provisions of this non-discrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.
3. The contractor will send each labor union or representative of workers with which he has collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous place available to employees and applicants for employment. The contractor will take such action with respect to any subcontractor or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.
4. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in or as otherwise provided by law.
7. The contractor will include the provision of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with the subcontractor or vendor as a result of such direction by the agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

SECTION 50 – SCOPE OF WORK

50.1 Agencies to Be Served

This contract shall be for use by the **Oldham County Board of Education** including **all Oldham County Schools Administrative Offices** and **all Oldham County Public Schools**. No shipments shall be made except upon receipt by vendor of an official delivery order from the using agency.

50.2 Term of Contract and Renewal Options

The initial term of the contract shall be for a period of **one (1) year** from the effective date of the award of contract.

This contract may be renewed at the completion of the initial contract period for **three (3) additional one-year** periods upon the mutual agreement of the Parties. Such mutual agreement shall take the form of a contract modification as described in 40.9 of this RFP.

At the end of the contract, upon request of the District, the vendor shall provide all District data in a form that can be converted to any subsequent system of the District's choice. The vendor shall cooperate to this end with the vendor of the District's choice, in a timely and efficient manner.

The District reserves the right not to exercise any or all renewal options. The District reserves the right to extend the contract for a period less than the length of the above-referenced renewal period if such an extension is determined to be in the best interest of the District.

The District reserves the right to renegotiate any terms and/or conditions as may be necessary to meet requirements for the extended period. In the event proposed revisions cannot be agreed upon, either party shall have the right to withdraw without prejudice from either exercising the option or continuing the contract in an extended period.

50.3 Basis of Price Revisions

PRICE ADJUSTMENTS: Unless otherwise specified, the prices established by the contract resulting from this solicitation shall remain firm for the contract period subject to the following:

- A. **Price Increases:** A price increase shall not occur during the initial contract term. A vendor may request a price increase after twelve (12) months of the contract, which may be granted or denied by the District. Any such price increase shall be based on industry wide price changes. The contract holder must request in writing a price increase at least thirty (30) days prior to the effective date and shall provide the District proof that the price increase(s) is justified. The District may request additional information or justification. If the price increase is denied, the contract holder may withdraw from the contract without prejudice upon written notice and approval by the Operational Technology Department. Provided, however, that the

vendor must continue service, at the contract prices, until a new contract can be established or within sixty (60) days, whichever comes first.

- B. Price Decreases: The contract price shall be reduced to reflect any industry wide price decreases. The contract holder is required to furnish the Operational Technology Department with notice of any price decreases as soon as such decreases are available.
- C. Extended Contract Periods: If the contract provides for an optional renewal period, a price adjustment may be granted at the time the contract is renewed, subject to price increase justification as required in Paragraph A "Price Increases" as stated above.

50.4 Notices

After the award of contract, all programmatic communications regarding day-to-day performance under the contract are to be made to the District technical contact(s) identified during the negotiation phase of this procurement. After the award of contract, all communications of a contractual or legal nature are to be made to the District Contact.

50.5 Subcontractors

The contractor is permitted to make subcontract(s) with any other party for furnishing any of the work or services herein. The contractor shall be solely responsible for performance of the entire contract whether or not subcontractors are used. The District shall not be involved in the relationship between the prime contractor and the subcontract. Any issues that arise because of this relationship shall be resolved by the prime contractor. All references to the contractor shall be construed to encompass both the contractor and any subcontractors of the contractor.

50.6 Scope of Work/Technical Requirements

To eliminate complexity of required services, the District is seeking two Tiers of service to provide maintenance and repair of classroom audio-video equipment. The District will assign each public school and administrative office, listed in Attachment B – Building Locations, a level of service based on one of two tiers. The District has the right to assign any and all schools or offices a service level of "None", effectively excluding said building from service (see Contract Usage).

A. Tier I Service:

Under the Tier I level of service; the District is seeking a basic level of troubleshooting. Audio-video equipment within this tier is still under Original Equipment Manufacturer (OEM) warranty. However, limited in help-desk staff that are trained to troubleshoot audio-video related issues, the District requires a basic level of support by skilled technicians.

Tier I service is not meant to replace the warranty provided by the OEM. Any work performed under Tier I service should at no time be of such that would void any initial or extended warranty.

This Tier I service should not require replacement parts outside of “consumables” not covered under warranty. Consumables within this context include, but are not limited to, HDMI/VGA cables, 3.5mm Audio Cables, Ethernet cables.

While troubleshooting equipment under Tier I service, there may be a need to enact OEM warranty. In the instance that an OEM is required to resolve an issue within the scope of warranty, the Vendor shall coordinate further troubleshooting, at the guidance of the OEM, to resolve the issue at hand.

If a Return Merchandise Authorization (RMA) is required, the Vendor shall coordinate between the OEM and District Technical-Contact to obtain replacement parts and follow-up as needed to ensure issue resolution.

B. Tier II Service:

Under the Tier II level of service, the District is seeking a more comprehensive level of troubleshooting and repair. Audio-video equipment in this tier is no longer under vendor warranty. The District is seeking a Tier II service to provide resolution of issues that can no longer be attained by the OEM.

This Tier II service may require, up to and including, replacement of the entire audio-video equipment installation.

C. Refresh Cycle:

The District is undertaking a separate project that is outside the scope of this RFP but related to classroom audio-video equipment. The District has set forth in replacing all equipment that is targeted for Tier II service, at which time, the level of service will be reduced to a Tier I service.

Both the District and Vendor shall develop an agreed upon method of changing a building from a Tier II service to a Tier I service level. It is unknown when a building may need to change to a different service level, so the procedure developed should consider this uncertainty.

D. Replacement Parts:

Both Tier I and Tier II services may need a way to procure replacement parts. Known good equipment that is reclaimed from the Refresh Cycle in Refresh Cycle: above will be used first for replacement parts.

In the event reclaimed equipment has been depleted, Vendors are encouraged to include a price list of common parts within their Proposal. The price list shall conform with Basis of Price Revisions. Price lists included within Proposals may or may not be used to procure replacement equipment, at the sole discretion of the District.

E. Issue Tracking and Escalation Procedures:

The District utilizes a ticketing software through which all issues are reported. The Vendor will work with the District to incorporate existing ticketing software to provide a

suitable method of tracking audio-video related issues. The District and Vendor will also develop an issue escalation procedure to ensure service accountability.

In all cases, the Vendor shall notify the District immediately upon issue resolution and exceptions to Service Level Agreements. The Vendor shall keep records of issues reported and communicate related to issue resolution.

F. Service Level Agreement (SLA) / Quality Assurance (QA)

The Vendor shall provide initial contact of issues reported within 24 hours. Acceptable forms of contact are email, telephone and, when possible, on-site.

Issues will be resolved within 48 hours of reporting, when possible. When issues are unable to be resolved within the specified SLA, the District Technical-Contact shall be notified of the delay, the reasoning behind the delay and the estimated time to resolution.

The Vendor and the District shall develop a survey to be completed by users upon resolution of issues which tracks quality of service. Both the Vendor and District shall come to agreements on what metrics and Key Performance Indicators (KPI) should be met.

While developing KPIs both the District and the Vendor shall also come to an agreement on when corrective action should take place and what that will look like.

G. Reporting

The Vendor shall maintain accurate records indicating service performance of submitted issues. The Vendor shall submit a report containing the following fields: School name, issue reported by, service call date, service type, service description including models and versions, SLA metric, service completion date, resolution type, QA information as agreed upon by both the District and Vendor.

The Vendor shall prepare and submit electronically this information no later than ten (10) business days after the end of each quarter to the District Contact. It will be the responsibility of the vendor to submit the quarterly reports. Neither the District Contract nor the District shall be responsible for reminders to submit reports. The District shall report any failure to submit and/or late submissions of reports on the annual contract review.

H. Remote and Telephone Service:

The District is seeking remote and telephone support where applicable. Users shall be allowed to report issues directly via telephone and obtain the same, if not a higher level of support via other reporting methods.

The Vendor shall work with the District to establish a suitable remote support software to aid in issue resolution.

Telephone service shall not be a means to contradict or replace the provisions of Issue Tracking and **Escalation Procedures**: above.

I. On-Site Service:

There may be times that on-site service of equipment and troubleshooting is required. The Vendor shall be responsible for providing their own transportation, tools, cables, software, and related equipment.

Any on-site service that is required must be coordinated in advanced through either the District Technical-Contact, or the building contact designated for the applicable issue.

Business hours are Monday through Friday, 8:00AM – 4:30PM EST unless otherwise posted on the district website or district building. No work shall be performed outside of business hours, apart from non-instructional days, unless approved by the Director of Operational Technology.

When on-site, the Vendor shall follow all visitor rules and guidelines. The Vendor will check in with the front office to sign in and communicate with the assigned building contact.

Both Tier I and Tier II service shall include labor for on-site services for the term of the contract.

J. Additional Services:

Vendors are encouraged but are not required, to include in their Proposals the following additional services in a per-engagement pricing, or as add-on pricing to the Tier Services above. The additional services may include the following, but certainly are not limited to:

- i. Testing / certifying reclaimed equipment for future use.
- ii. School building “sweeps” to verify equipment is connecting and working properly in preparation for the beginning of the year.
- iii. End-of-year “sweeps” to store and/or perform yearly maintenance on equipment.
- iv. Quarterly or Monthly “sweeps” to perform regular maintenance.

Any additional services that are included in proposals may or may not be chosen to be included within the final agreement. These additional services are optional, but Vendors are encouraged to include any services they feel are critical in the success of the District’s on-going support of Interactive Classroom equipment.

K. Special Conditions:

The Vendor will be required to coordinate with all the general District operations along with any subcontractor operations. The Vendor will be required to accommodate school and classroom schedules to minimize the disruption to classroom instruction.

SECTION 60 – PROPOSAL SUBMISSION

****At this time, all Oldham County Public Schools and Administrative Offices are closed. All submissions to this solicitation must be electronic; emailed to bids@oldham.kyschools.us. See Attachment D – Vendor Guidelines for Email Submissions. ****

60.1 Disposition of Proposals

All proposals become the property of the Oldham County Board of Education. The successful proposal shall be incorporated into the resulting contract by reference. Disposal of unsuccessful proposals shall be at the discretion of the District.

60.2 Rules for Withdrawal of Proposals

A proposal may not be withdrawn by the proposer during the stipulated period following the date and time designated for the receipt of proposals.

Prior to the date specified for receipt of offers, a submitted proposal may be withdrawn by submitting a signed written request for its withdrawal to the District Contact.

Withdrawn proposals may be resubmitted up to the closing time designated for the receipt of proposals, if they are then fully in conformance with the solicitation instruction.

60.3 Rules for Modification of Proposals

A proposal may not be modified by the proposer during the stipulated period following the date and time designated for the receipt of proposals.

Prior to the closing date and time designated for receipt of proposals, proposals submitted early may be modified only by notice to the District Contact and prior to the closing time designated for receipt of proposals.

60.4 District's Right to Use Proposal Ideas

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

60.5 District's Right to Reject

The District, reserves the right to reject any and all proposals where the best interests of the Board may be served, including the right to award a contract without any further discussion or negotiation with anyone proposing these services. The District also reserves the right to reject any proposal where evidence or information submitted by the vendor does not satisfy the Board of Education that the vendor is qualified to carry out the details of the contract. The District may reject any proposal that is incomplete or in which there are significant inconsistencies or inaccuracies. The District reserves the

right to reject any proposal where an investigation and evaluation of the offerors and their qualifications would give reasonable doubt that the offeror could perform prompt and efficient completion of the work per the contract.

Grounds for the rejection of proposals include, but shall not be limited to:

- (a) Failure of a proposal to conform to the essential requirements of the RFP.
- (b) Submitting a proposal which does not conform to the specifications contained or referenced in the RFP.
- (c) Submitting a proposal imposing conditions which would modify the terms and conditions of the RFP or limit the offeror's liability to the Board on the contract awarded on the basis of such RFP.
- (d) Submitting a proposal determined by the Director of Operational Technology in writing to be unreasonable as to price.
- (e) Proposal received from offerors determined not to be responsible offerors.
- (f) Proposals received from offerors determined not to be qualified based on current or on past performance on the District's projects.

60.6 Submission of RFP Response

Each qualified offeror shall submit only **one (1) proposal**. **Alternate proposals shall not be allowed**. Failure to submit as specified shall result in a non-responsive proposal.

An authorized representative of the vendor **shall complete and sign** Attachment A – Proposal Submission Checklist. **If the Proposal Submission Checklist is not signed the proposal shall be deemed non-responsive.**

Acknowledgment of Addenda

It is the vendor's responsibility to check the website for any modifications to this solicitation. Vendors are encouraged to acknowledge each addendum by signing and submitting the latest addendum with their response. However, signing the Proposal Submission Checklist as indicated above constitutes the vendor's acknowledgement of an agreement to be bound by the terms of all addenda issued.

Failure to specifically acknowledge addenda will not excuse the vendor from adhering to all changes to the requirements of the solicitation set forth therein nor provide justification for any pricing changes.

60.7 Format of Response

- A. Proposals shall be submitted in **three (3) parts**: the **Technical Proposal**, the **Cost Proposal**, and the **Proprietary Information**.
 - 1. **Proposals Must be Submitted to the Email address bids@oldham.kyschools.us.**

- a. The **Technical Proposal** shall be submitted on one (1) document marked **Technical** (in Microsoft Word, Microsoft Excel, or PDF format ONLY). Do not include embedded documents, hyperlinks, or hyperlinks to videos. The document should be named in the following manner: Technical – Name of offeror
 - b. The **Cost Proposal** shall be submitted on one (1) document marked **Cost** (in Microsoft Word, Microsoft Excel, or PDF format ONLY). Do not include embedded documents, hyperlinks, or hyperlinks to videos. The document should be named in the following manner: Cost – Name of offeror
 - c. Any **Proprietary Information** shall be submitted on one (1) document marked **Proprietary** (in Microsoft Word, Microsoft Excel, or PDF format ONLY). Do not include embedded documents, hyperlinks, or hyperlinks to videos. The document should be named in the following manner:
Proprietary – Name of offeror
- B. ANY PROPOSAL SUBMITTED VIA EMAIL RECEIVED AFTER THE CLOSING DATE AND TIME SHALL BE REJECTED. SEE ATTACHMENT D – VENDOR GUIDELINES FOR EMAIL SUBMISSIONS.

Pricing shall only be provided in the Cost Proposal. DO NOT SUBMIT ANY PRICING INFORMATION IN THE TECHNICAL PROPOSAL.

All submitted Technical and Cost Proposal shall remain valid for a minimum of six (6) months after the proposal due date.

60.8 Technical Proposal Content

A. Transmittal Letter

The transmittal letter should be on the vendor’s letterhead and signed by an agent authorized to bind the vendor. The transmittal letter should include the following:

- i. A statement that **deviations** are included, if applicable. Proposed deviations must be outlined in the transmittal letter. Any offerors proposal that includes deviations the District deemed unacceptable in the addendum of the RFP will result in disqualification and shall not be considered for award.
Any deviation from the provisions of the solicitation must be specifically identified by the vendor in its proposal, which if successful, shall become part of the contract. Such deviations shall not conflict with the basic nature of this solicitation. The District reserves the right to reject any and/or all deviations in whole or in part.
- ii. A sworn statement that, if awarded a contract as a result of this solicitation, the vendor shall comply in full with all requirements of the **Kentucky Civil Rights Act**, and shall submit all data required by KRS 45.560 to 45.640
- iii. A sword statement of that the vendor is in compliance with Prohibitions of Certain **Conflicts of Interest**
- iv. The name, address, telephone number, fax number and email address of the **contact person** for this RFP. The address shall be one in which the major overnight delivery services will deliver.

- v. The name, address, telephone number, fax number and email address of the **contact person** to serve as a point of contact for day-to-day operations.
- vi. **Subcontractor** information to include name of company, address, telephone number and contact name, if applicable.

B. Certification Regarding Debarment and Suspension

In accordance with Federal Acquisition Regulation 52.209-5, the Vendor shall certify, by attaching a statement of certification, that to the best of its knowledge and belief, the Vendor and/or its Principals is (are) not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any State or Federal District.

“Principals”, for the purposes of this certification, means officers, directors, owners, partners and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of subsidiary, division, or business segment, and similar positions.

C. Disclosure of Violation of Statutes

Any contract entered into by a local public agency, whether under KRS 45A.345 to 45A.460 or any other authority, shall require the contractor and all subcontractors performing work under the contract to:

- (a) Reveal any final determination of a violation by the contractor or subcontractor within the previous five (5) years pursuant to KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the contractor and subcontractor; and
- (b) Be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the contractor and subcontractor for the duration of the contract.

A contractor’s failure to reveal a final determination of a violation by the contractor of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 or to comply with these statutes for the duration of the contract shall be grounds for the local public agency’s:

- (a) Cancellation of the contract; and
- (b) Disqualification of the contractor from eligibility for future contracts awarded by the local public agency for a period of two (2) years.

A subcontractor’s failure to reveal a final determination of a violation by the subcontractor of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 or to comply with these statutes for the duration of the contract shall be grounds for the local public agency’s disqualification of the subcontractor from eligibility for future contracts for a period of two (2) years.

D. Completed and signed face of solicitation (see Section 60.7)

E. Signed face of latest addendum of the solicitation (see section 60.7)

F. Proposed Solution (see Section 60.9)

60.9 Proposed Solution Content

Response should be based on the RFP requirements and should include the following:

A. Executive Summary:

Briefly describe the Offer's proposal. Summary should be no more than two (2) pages and should highlight the major features of the proposal as well as reference vendor's K-12, public and private sector customers in similar size and scope of service. An evaluator should be able to determine the essence of the proposal by reading the executive summary. Identify the vendor's single Point of Contact for contract issues who is knowledgeable in the KY school, district office and KDE customer base and has the authority to make decisions on behalf of the vendor relative to day to day operations and needs of the customer.

B. Scope of Work / Technical Requirements:

Vendor should provide a detailed written response to each item in Section 50.6. Vendor should agree to each requirement in writing or state their deviation.

C. Professional References:

Respondents should include names and addresses of organizations with whom the Offeror has previously contracted to provide similar services. References from departments or employees of the District shall not be accepted. If a reference is unable to be reached or does not respond to the District within the designated time frame, that reference shall receive a score of zero (0).

D. Product Suggestions / Testing:

Vendor should describe any mechanism by which customers may make recommendations for changes to the solution including but not limited to any customer "community" forums, beta, or early adoption testing groups. The vendor should include what customer responsibilities and expectations are associated with participation.

E. Value-Added Services and Vendor Recommendations:

Vendor should recommend, in summary format, innovative practices, business strategies and value-added services, within the scope of this RFP that will be offered by the Vendor to enable the District to be successful in this effort. This is an opportunity for the Vendor to provide strategies and suggestions to distinguish their bid response from other competing vendors.

SECTION 70 – PROPOSAL EVALUATION

70.1 Proposal Evaluation

The District shall conduct a comprehensive, fair, and impartial evaluation of all proposal.

The District may reject any proposal that is incomplete or in which there are significant inconsistencies or inaccuracies. The District reserves the right to reject any and all proposals.

The District shall establish a Proposal Evaluation Committee to review, evaluate and verify information submitted by the offeror.

Each vendor is responsible for submitting all relevant, factual, and correct information with their offer to enable the evaluator(s) to afford each vendor the maximum score based on the available data submitted by the vendor.

The District shall evaluate the proposals by assigning scores as indicated.

Past Vendor Performance may be considered in the award of this Contract. Vendors with a record of poor performance may be found non-responsible and ineligible for award.

70.2 Technical Proposal Evaluation

Criteria	Maximum Points Possible
Executive Summary (Section 60.9)(A)	100
Scope of Work / Technical Requirements (Section 60.9)(B)	500
Professional References (Section 60.9)(C)	200
Product Suggestions / Testing (Section 60.9)(D)	50
Maximum Points Possible	850

70.3 Cost Proposal Evaluation

The proposal with the lowest price receives the maximum score. The proposal with the next lowest price receives points by dividing the lowest price by the next lowest price and multiplying that percentage by the available points.

For example: Assume 40 points is allocated to the lowest Price criteria for this procurement. Proposal "A" bids \$300 as the lowest price and receives the maximum 40 points ($\$300/\$300 = 1.00 \times 40 = 40$).

Assume Proposal "B" is the next lowest price at \$400. Then "B" receives 30 points. ($\$300/\$400 = .75 \times 40 = 30$).

Criteria	Maximum Points Possible
Tier I Services (Section 50.6)(A)	250
Tier II Services (Section 50.6)(B)	250
Add-On / Additional Services (Section 50.6)(J)	100
Maximum Points Possible	600

70.4 Oral Demonstration/Presentation Evaluation, if required

Criteria	Maximum Points Possible
Demonstration/Presentation	325
The District reserves the right to require Oral Presentations/Demonstrations to verify or expand on the Technical or Cost Proposals. Oral Presentations/Demonstrations may be	

<p>conducted through videoconferencing or by conference call, if it is in the best interest of the District to do so. This is the opportunity for the vendor to present and demonstrate the solution and to answer questions or to clarify the understanding of the evaluation committee in accordance with the requirements of this RFP. The District reserves the right to reject any or all proposals in whole or in part based on the oral presentations/demonstrations.</p> <p>If required, the top 3 highest ranking vendors will be invited. Scheduling will be at the discretion of the District. The District reserves the right to not require oral presentations/demonstrations if they do not affect the final rankings.</p>	
Maximum Points Possible	325

70.5 **Best and Final Offer (BAFO)**

The District reserves the right at its discretion to request a Best and Final Offer (BAFO) for technical and/or cost proposals. Offerors are cautioned to propose their best possible offers at the outset of the process, as there is no guarantee that any Offeror will be allowed an opportunity to submit a best and final technical and/or cost offer.

70.6 **Total Proposal Evaluation**

Criteria	Maximum Points Possible
Technical Proposal	850
Cost Proposal	600
Oral Demonstrations/Presentations, if required	325
Maximum Points Possible	1,775

70.7 **Reciprocal Preference for Kentucky Resident Bidders and Preferences for a Qualified Bidder**

The scoring of bids is subject to **Reciprocal preference for Kentucky resident bidders per KRS 160.303. Vendors not claiming resident bidder or qualified bidder status need not submit the corresponding affidavit.**

KRS 45A.090 Definitions for KRS 45A.490 to 45A.494

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

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

KRS 45A.492 Legislative declarations.

The General Assembly declares:

- (1) A public purpose of the District 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 District, a resident bidder of the District 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 District; 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 District.
- (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 District 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.

Determining the residency of a bidder for purposes of applying a reciprocal preference

Any individual, partnership, association, corporation, or other business entity claiming resident bidder status shall submit along with its response the attached Required Affidavit for Bidders, Offerors, and Contractors Claiming Resident Bidder Status. The District 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.

A nonresident bidder shall submit, along with its response, its certificate of authority to transact business in the District as filed with the District of Kentucky, Secretary of State.

The location of the principal office identified therein shall be deemed the state of residency for that bidder. If the bidder is not required by law to obtain said certificate, the state of residency for that bidder shall be deemed to be that which is identified in its mailing address as provided in its bid.

70.8 [Best Interest of the District](#)

The District will rank the proposal in the manner set forth within this Solicitation. However, the District reserves the right to reject any or all proposals in whole or in part based on the best interest of the District.

SECTION 80 – NEGOTIATIONS

The District reserves the right pursuant to KRS 45A.085 to negotiate a contract with the top-ranked vendor. In the event the District cannot reach agreement with the top-ranked vendor, it may proceed to negotiate with the next highest ranked vendor, and so on. It is the District’s intent to award a contract to the vendor with whom successful negotiations are completed.

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

SECTION 90 – ATTACHMENTS

Attachments indicated below may be downloaded from the District’s Website, where this RFP was downloaded. Once the Attachment link is accessed, right-click the attachment you wish to download and select “Save As”. For assistance with downloading these attachments please contact the District Contact.

- [ATTACHMENT A – Proposal Submission Checklist](#)
- [ATTACHMENT B – Building Locations](#)
- [ATTACHMENT C – Vendor Deviation Form](#)
- [ATTACHMENT D – Vendor Guidelines for Email Submissions](#)
- [ATTACHMENT E – Vendors’ Question Form](#)
- **ATTACHMENT F – Current Interactive Classroom Equipment** ([Attached on RFP web page](#))
- **ATTACHMENT G - District Response to 1st Set of Vendor Questions** ([Attached on RFP web page](#))