



GRREC – KEDC - NKCES –OVEC - SE/SC - WKEC
KENTUCKY EDUCATIONAL DEVELOPMENT CORPORATION (KEDC)
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ASHLAND, KY 41102-7104
Member Services (606) 928-0205
www.kedc.org or www.kpc4me.com

* * * REQUEST FOR PROPOSAL * * *

REFERENCE:	<u>RFP-GIS CAMPUS MAPPING-2020</u>
PUBLIC NOTICE DATE:	<u>April 27, 2020</u>
OPENING TIME & DATE:	<u>Monday, May 4, 2020, 3:00 PM, Eastern</u>
CONTRACT PERIOD	<u>May 4, 2020 – May 31, 2021</u>
SOLICITED ITEMS:	<u>GIS CAMPUS MAPPING</u>

PURPOSE: The Kentucky Educational Development Corporation (KEDC) Board of Directors, as the Legal Education Agency (LEA) for KPC solicits sealed proposals from qualified and experienced vendors to provide GIS centric software solution (cloud, hybrid cloud, or locally hosted) to support extending campus mapping to include campus infrastructure features, building floor plans, and individual room or space features. The KEDC Board of Directors or its designee (hereinafter KPC), will establish contracts with the successful proposer(s), in accordance with the general and detailed terms, conditions, and specifications contained herein.

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STANDARD TERMS AND CONDITIONS

1. **INSTRUCTIONS FOR SUBMITTAL:** These standard terms and conditions along with the proposal specific terms and conditions apply to all proposals submitted. Explain any requested deviations or exceptions as part of your proposal. KPC may, at its discretion, accept or reject any or all deviations or exceptions proposed. In the event of a discrepancy between the standard and specific terms, the specific terms will govern.

The public notice for this invitation, the invitation itself, and any addendums are available for view, download, or print from the Internet at www.kpc4me.com on the public notice date and until the time and date specified for the opening. KPC staff and the Board or its designee will review proposals.

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

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

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

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

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

All procurement procedures developed and implemented by KPC shall assure that unnecessary or duplicative items are not purchased. Where appropriate, considerations of lease and

purchase alternatives will be made to determine which would be the most economical and practical procurement.

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

A contract will be entered into by KPC with only responsible bidders who possess the potential ability to perform successfully under the terms and conditions. Consideration shall be made for such matters as a bidder's integrity, record of past performance, financial and technical resources or accessibility to other necessary resources. KPC shall follow the principles of cost analysis in the review and evaluation of bids to determine if the bidder meets the requirements or reasonableness, allocability, and allowability.

4. **AUTHENTICATION OF PROPOSAL:** AUTHENTICATION OF PROPOSAL, STATEMENT OF NON-COLLUSION AND NON-CONFLICT OF INTEREST, AND COMPLIANCE WITH THE KENTUCKY MODEL PROCUREMENT CODE: By electronically submitting this proposal, I hereby swear or affirm under penalty of false swearing as provided by KRS 523.040:

I am the bidder (if bidder is an individual), a partner in the bidder (if the bidder is a partnership), or an officer or employee of the bidding corporation having authority on its behalf (if the bidder is a corporation).

The costs quoted in the proposal are correct, have been arrived at independently, and have been submitted without collusion and without agreement, understanding, or planned common course of action, with any vendor of materials, equipment, or services described in this request for proposals, designed to limit independent bidding or competition.

The contents of the proposal have not been communicated by the bidder, or its employees, or agents to any person not an employee or agent of the bidder 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 bid or bids. Bidder certifies that this proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. The bidder certifies that collusive bidding is a violation of federal law and can result in fines, prison sentences and civil damage awards.

The KPC procurement process is conducted consistent with KRS Chapter 45A:345 through

45A:460, the Model Procurement Code and that the contents of the proposal and the actions taken by the bidder in preparing and submitting the proposal are in compliance with above sections of the Model Procurement Code.

The bidder is legally entitled to enter into contracts with agencies of the Commonwealth of Kentucky and is not in violation of any prohibited conflict of interest, gratuities and kickbacks including those prohibited by the provisions of the Model Procurement Code (KRS Chapter 45A). Any employee or official of KPC or member institution, who shall take, receive, or offer to take or receive, either directly or indirectly, any rebate, percentage of contract, money, or things of value as an inducement or intended inducement, or in the procurement of business, or the giving of business, for or to or from, any person, or in open market seeking to make sales to the membership shall be deemed guilty of a felony and upon conviction such person or persons shall be subject to punishment or fine in accord with state and/or federal laws.

5. **CERTIFICATION REGARDING LOBBYING:** The bidder certifies, to the best of his or her knowledge and belief, that:
- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - c. The bidder shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less

than \$10,000 and not more than \$100,000 for each such failure.

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

By electronically submitting this proposal, the proposer certifies as follows:

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

7. **ERROR IN PROPOSAL:** KPC reserves the right to waive defects and informalities in proposals, to reject any or all proposals, or to accept any proposal as may be deemed to its interest. KPC may allow the withdrawal of a proposal where there is a patent error on the face of the document, or where the proposer presents sufficient evidence, substantiated by worksheets, that the proposal was based upon an error in the formulation of the price.
8. **WITHDRAWAL OF PROPOSAL:** All proposals shall be valid for a period of sixty (60) days from the opening date to allow for tabulation, study, negotiation, and consideration by KPC. The proposer may withdraw a proposal, without prejudice, prior to the published opening date.
9. **ADDENDA:** KPC may issue addenda to this RFP after its release.
10. **REVIEW:** After the public opening of proposals received from the Bid Invitation, KPC staff and member officials will review the results, develop a preliminary tabulation, and contact the top scored firms for further negotiation.
11. **RESIDENT BIDDER STATUS:** The scoring of cost is subject to Reciprocal preference for Kentucky resident bidders. Vendors not claiming resident bidder status need not submit the corresponding affidavit.

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

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

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

KRS 45A.492 Legislative declarations.

The General Assembly declares:

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

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

- (1) Prior to a contract being awarded to the lowest responsible and responsive bidder on a contract by a public agency, a resident bidder of the Commonwealth shall be given a preference against a nonresident bidder registered in any state that gives or requires a preference to bidders from that state. The preference shall be equal to the preference given or required by the state of the nonresident bidder.
- (2) A resident bidder is an individual, partnership, association, corporation, or other business entity that, on the date the contract is first advertised or announced as available for bidding:
 - (a) Is authorized to transact business in the Commonwealth; and
 - (b) Has for one (1) year prior to and through the date of the advertisement, filed Kentucky corporate income taxes, made payments to the Kentucky unemployment insurance fund established in KRS 341.490, and maintained a Kentucky workers' compensation policy in effect.
- (3) A nonresident bidder is an individual, partnership, association, corporation, or other business entity that does not meet the requirements of subsection (2) of this section.
- (4) If a procurement determination results in a tie between a resident bidder and a nonresident bidder, preference shall be given to the resident bidder.
- (5) This section shall apply to all contracts funded or controlled in whole or in part by a public agency.
- (6) The Finance and Administration Cabinet shall maintain a list of states that give to or require a preference for their own resident bidders, including details of the preference given to such bidders, to be used by public agencies in determining resident bidder preferences. The cabinet shall also promulgate administrative regulations in accordance with KRS Chapter 13A establishing the procedure by which the preferences required by this section shall be given.

(7) The preference for resident bidders shall not be given if the preference conflicts with federal law.

(8) Any public agency soliciting or advertising for bids for contracts shall make KRS 45A.490 to 45A.494 part of the solicitation or advertisement for bids.

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

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

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

12. CONTRACTOR CERTIFICATION: CONTRACTOR CERTIFICATION/CONTRACTOR'S EMPLOYMENT ELIGIBILITY: By entering the contract, contractor warrants compliance with the federal immigration and nationality act (FINA), and all other federal and state immigration laws and regulations. The contractor warrants that it is in compliance with the various state statutes of all states it is will operate this contract in.

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

Should the participating entities suspect or find that the contractor or any of its suppliers are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the contract for default, and suspension and/or debarment of the contractor. All costs necessary to verify compliance are the responsibility of the contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by state employers, state contractors and state

subcontractors in accordance with the e-verify employee eligibility verification program (<http://www.uscis.gov/e-verify>).

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

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

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

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

14. **PROTEST PROCEDURES:** KPC shall have authority to determine protests and other controversies of actual or prospective firms in connection with the solicitation or selection for award of a contract.

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

Executive Director
KEDC
904 Rose Road
Ashland, KY 41102
Nancy.Hutchinson@kcdc.org

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

15. **PRE-QUALIFICATION:** KPC reserves the right to pre-qualify any firm, especially those that have not previously participated in the KPC program. Criteria for qualification shall include:
- a. Service Level - If KPC does not have adequate historical data to determine the bidder's ability to comply with the service level requirement outlined in this request for proposal, then three letters of reference from previous customers with projects of similar scope shall be provided.
 - b. Past Performance – The bidder must demonstrate an acceptable level of past performance under previously awarded contracts including conformance to contract requirements, industry standards of performance, reasonable and cooperative behavior, commitment to customer satisfaction, and record of integrity and business ethics.
16. **NON-ASSIGNABILITY OF AWARD:** The awarded bidder cannot convey this contract to its successors or assigns without the prior, express approval of the Board of Directors of KEDC or its designee.
17. **PIGGY BACK CLAUSE:** KPC reserves the right to extend the terms, conditions, and prices of the awarded bidder to other Institutions who express an interest in participating in any contract that results from this bid. Each of the piggyback Institutions will issue their own purchasing documents for purchasing of goods and services. The respondent agrees that KPC shall bear no responsibility or liability for any agreements between the respondent and the other Institution(s) who desire to exercise this option. Piggy back contracts may not extend beyond the contact date established by KPC. Participation by other institutions may not result in a material change to the contract.
18. **LIABILITY:** The awarded firm agrees to protect, defend, and save harmless KPC and members from any suits or demands for payment that may be brought against it for the use of any patented material, process, article, or device that may enter into the manufacture, construction, or form a part of the work covered by either order or contract; and awarded bidder further agrees to indemnify and save harmless KPC and members from suits or actions of every nature and description brought against it for, or on account of any injuries or damages received or sustained by any party or parties by, or for any of the acts of the bidders, his servants or agents, unless such injuries or damages are caused by the actions or omissions of KPC or participating members. The awarded firm will hold KPC and participating members harmless for any and all damages resulting from consumption of products delivered under this contract when such damages are attributed to foreign materials or other defects in products delivered by the awarded firm.

19. **ACCOUNTING PRACTICES:** During the life of any contract awarded as a result of this request for proposal, the successful firm must clearly demonstrate the capacity to provide accurate, reliable, and timely reports in terms of invoices, statements, credits, and usage data. Further, they must demonstrate the ability and capability to provide any and all data necessary to accomplish an accurate and time efficient audit of cost on items being purchased under the cost process.
20. **VELOCITY REPORTS:** Velocity reports in an electronic format specified by KPC shall be issued upon request. The awarded bidder shall compile velocity reports by member. The reports shall indicate purchasing entity and dollar value of sale. KPC will request procurement data from participating KPC members to verify velocity report accuracy.
21. **PRODUCT AND SAFETY INFORMATION:** It is the bidder's responsibility to comply with all local, state, and federal regulations.
22. **CONTRACT SUSPENSION:** KPC may, at its sole discretion, suspend the awarded contract for a period of up to 90 days to investigate alleged instances of material breach of contract or material non-compliance. Breach of contract, default, or noncompliance renders the awarded contract null and void. The awarded firm agrees that they have no legal recourse of any nature against KPC or member entities except for services that are due for prior purchases under the awarded contract. The decision of KPC regarding suspension and/or termination is final.
23. **TERMINATION FOR CONVENIENCE:** KPC reserves the right to terminate any contract at any time, in whole or in part, by thirty (30) day written notice to Contractor. Upon receipt by the Contractor of the "notice of termination", the Contractor shall discontinue all services with respect to the applicable contract. KPC or the participating member, after deducting any amount(s) previously paid, shall pay for all services rendered or goods supplied by the Contractor, as well as any reasonable costs incurred by Contractor up to the time of termination but not including Contractor's loss of profit. The cost of any agreed upon services provided by the Contractor will be calculated at the agreed upon rate prior to "notice of termination" and a fixed fee contract will be pro-rated (as appropriate).
24. **TERMINATION FOR NON-PERFORMANCE (DEFAULT):** KPC may terminate the resulting contract for non-performance, as determined by KPC, for such causes as:
 - a. Failing to provide satisfactory quality of service, including, failure to maintain adequate personnel, whether arising from labor disputes, or otherwise any substantial change in ownership or proprietorship of the Contractor, which in the opinion of KPC is not in its best interest, or failure to comply with the terms of this contract;

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

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

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

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

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

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

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

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

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

30. **OTHER CONDITIONS:**

- a. The awarded firm shall be and remain in compliance with all local, state, and federal laws and regulations related to the awarded contract and the rendering of goods and /or services.
- b. The awarded firm shall comply with all federal, state, and local requirements for background checks (e.g., KRS 160.380 for Kentucky members).
- c. The awarded contract shall be governed in all respects as to validity, construction, capacity, performance, or otherwise by the laws of the Commonwealth of Kentucky.
- d. Any suit, action or other proceeding regarding the execution, validity, interpretation, construction, or performance of this agreement brought against KPC shall be filed in the appropriate court in Boyd County, Kentucky.
- e. Any suit, action or other proceeding regarding the execution, validity, interpretation, construction, or performance of this agreement shall be filed in the appropriate court in the member's local court jurisdiction.
- f. The awarded firm assures KPC they are conforming and will continue to conform to the provisions of the Civil Rights Act of 1964 as amended.
- g. Sales and Use Tax Certificate of Exemption Form will be issued upon request.
- h. The awarded firm shall provide access to KPC, the Comptroller General of the United States, the Kentucky Department of Education, the Kentucky Auditor of Public Accounts or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions (7 CFR § 3016.36). Such access shall be used to ensure compliance with all applicable Federal and state statutes, regulations and rules, including but not limited to cost principles set forth in 2 CFR § 225.
- i. The awarded firm shall comply with all applicable cost principles, including but not limited to those set forth in 2 CFR § 225.
- j. The awarded firm shall retain all required records for three years after final payments and all other pending matters are closed (7 CFR § 3016.36).

- k. The U.S. Department of Agriculture (USDA) prohibits discrimination against its customers, employees, and applicants for employment on the bases of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or if all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the Department.
- l. The awarded firm is and shall remain in compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).
- m. The awarded firm is and shall remain in compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5).
- n. The awarded firm is and shall remain in compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5).
- o. The awarded firm is and shall remain in compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C.) 187 [h], Section 508 of the Clean Water Act (33 U.S.C. 1368, Executive Order 11738 and Environmental Protection Agency (EPA) regulations, (40 CFR Part 15).
- p. The awarded firm is and shall remain in compliance with all mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- q. By submitting this document, the proposing firm certifies that this response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a response. For the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. The firm acknowledges that collusive bidding is a violation of federal law and can result in fines, prison sentences and civil damage awards.
- r. The awarded firm is legally entitled to enter into contracts with agencies of the Commonwealth of Kentucky and is not in violation of any prohibited conflict of interest, including those prohibited by provisions of KRS 164.390, KRS 61.092-61.096, KRS 42.990, KRS 45A.335-490. Any employee or official of KPC or member institution, elective or appointive, who shall take, receive, or offer to take or receive, either directly or indirectly, any rebate, percentage of contract, money, or things of value as an inducement or intended inducement, or in the procurement of business, or the giving of business, for or to or from, any person, or in open market seeking to make sales to the membership shall be deemed guilty of a felony and upon conviction such person or persons shall be subject to punishment or fine in accord with state and/or federal laws.

- s. KPC reserves the right to reject any and/or all bids and to waive informalities. A contract, based on this proposal, may or may not be awarded.

GIS CAMPUS MAPPING TERMS AND CONDITIONS

These specific terms and conditions along with the standard terms and conditions apply to all proposals submitted. Explain any requested deviations or exceptions as a part of the proposal. KPC may, at its discretion, accept or reject any or all deviations or exceptions proposed. In the event of a discrepancy between the standard and specific terms, these specific terms will govern.

1. **ABOUT KPC:** Established in 2002, KPC is a joint effort of six of the educational service cooperatives located across Kentucky. KPC provides bidding and procurement services to 675+ members across 12 states and the District of Columbia.

The mission, vision, and values of KPC are as follows:

- Vision: We enable our partners, both members and vendors, to focus on their mission.
 - Mission: We provide services, solutions, and support to meet our partners' needs.
 - Values:
 - RELATIONSHIPS come first. We care about our partners' success. We actively engage and listen to them daily.
 - We seek to be RESPONSIVE. As a trusted partner, we will anticipate the needs of our member and vendor communities; we will be prepared to meet them.
 - RESULTS will follow. When we put our partners first, they will be successful and so will we.
2. **AWARD:** After the review of the proposals and interviews with the finalists, KPC may accept one or more proposals based on the needs of KPC and the membership. Awards will be made to the highest scored responsive and responsible bidder(s). Bidders deemed not responsive and/or not responsible will be rejected and no further evaluation of their bid submission will occur.

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

Criteria	Points
Company Background	15
Scope and Functional Requirements	40
Pricing	50
Licensure	15
Staffing Plan	15
Implementation Plan	15
Environmental Initiatives, Strategies, etc.	15
Total	165

Following preliminary scoring, KPC reserves the right to schedule oral presentations with up to three finalists to provide oral presentations, to answer questions, and to clarify KPC's understanding of the written proposal. If oral presentations are required they will be conducted via conference call. KPC reserves the right to not require oral presentations if they would not affect final rankings.

Criteria	Points
Oral presentation and demonstration	25

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

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

- CONTRACT PERIOD:** The initial contract period is from date of award through May 31, 2021. KPC may extend the contract for on an annual basis, not to exceed five years total including the first contract period. The bidder's performance will in part determine the decision to renew. KPC may periodically provide evaluation summaries to the bidder. KPC shall notify the bidder of its intent to extend or not to extend the contract by March 1 of each year. If KPC notifies bidder of intent to extend the contract by one year, bidder shall respond by March 15 if they elect not to extend or with any necessary price increases or decreases for the extended year. Price change notifications follow the same pattern as above for any contract

extensions. KPC reserves the right to extend the term for up to 180 days to continue a source of supply until new or replacement contracts are completed. KPC reserves the right to renew and/or solicit additional pricing for subsequent contract periods. The contract will not automatically extend beyond any current year unless expressly approved by KPC.

5. **PRICE ADJUSTMENTS:** All contract pricing shall remain firm for the duration of the awarded contract. Upward and downward price adjustments are permissible based on documented changes in the Consumer Price Index for All Urban Consumers (CPI-U). The awarded bidder shall notify KPC 60-days prior to renewal of any requested price increases or decreases.
6. **ADMINISTRATIVE FEE:** The awarded contractor will remit to KPC an administrative fee of 3% for all services performed under this contract payable monthly.

The contractor will compile and provide to KPC a monthly sales report showing all purchases made by members under this contract in the electronic format provided by KPC. It is the awarded contractor's responsibility to track and report all purchases made by KPC members.

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

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

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

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

7. **PROMOTION:** KPC will actively market the awarded bidder to its members. Marketing includes inclusion of your logo and contact information on the KPC website, a copy of the awarded contract provided to every KPC member, and promotion during regular member visits by KPC staff. Awarded bidder will also have access to the KPC Logo for use in promotional materials. Similarly, the awarded bidder will support the efforts of KPC by participating and sponsoring in KPC regional meetings and trainings.
8. **INSURANCE:** Existence of requisite insurance shall be established by the furnishing of Certificates of Insurance issued by insurers duly licensed within the Commonwealth of Kentucky. Insurance shall be in force on the date of execution of the Contract and continued for a period equal to the contract.

9. **SERVICE AREA:** A current list of KPC members can be found at www.kpc4me.com/kpcmembership
10. **SCOPE OF SERVICES:** KPC is seeking to contract with a qualified and experienced vendor(s) to provide a GIS centric software solution (cloud, hybrid cloud, or locally hosted) to support extending campus mapping to include campus infrastructure features, building floor plans, and individual room or space features. The software solution must provide for pathways and workflows for creating and capturing campus features including indoor spaces as well as easy use of the campus information through web enabled devices such as tablets, phones and desktop computers. The software solution must support implementation as a standalone mapping solution or implementation as an extension of an existing GIS or IT system supporting web links.

To implement a holistic, scalable, and sustainable web-based campus mapping solution to improve overall response times, reduce errors, and improve overall communication regarding facility management, operations, safety planning, emergency response, general campus management and operations.

Objectives include the following capabilities:

- indoor mapping of assets and rooms;
- real world geographic positions including elevation;
- customizable feature attributes;
- linked photos including 360° photos;
- searchable database of features;
- easy web and mobile access to information;
- integration with existing GIS mapping and inventory systems;
- integration and improved access to existing architectural plans;
- increased facility management operation efficiency;
- improved overall campus security through access to indoor information;
- workflows and procedures for expanding and updating campus information; and
- locally managed user access.

The Scope of Work and Functional Requirements define the quality and characteristics of the desired services. They are based upon specifications for known acceptable services. Specifications are not intended to be exclusive or restrictive. Offerors may offer alternate solutions, which meet the quality and performance characteristics in the specifications. KPC shall have the final decision as to whether or not to accept any proposed solution.

11. FUNCTIONAL REQUIRMENTS: The software framework solution should at a minimum perform the following functions.

a. General Requirements

1. Solution must be web-based and installed on local server(s) or cloud hosted
2. Solution must support interface, content, and workflow customizations by a trained system administrator
3. Ability to access from a variety of devices, including laptops, desktops, tablets/smartphones (iOS and Android)
4. Cloud solution must utilize Transport Layer Security (TLS) protocol to protect data when it's traveling between the cloud services. All transactions and interactions between application devices and the cloud services must take place over HTTPS (Hypertext Transfer Protocol Secure).
5. Cloud storage of all framework map data, settings, point clouds, photos, and media must be stored geo-redundantly (replicated in multiple data centers across regions) to avoid loss of data and downtime.
6. Solution must be scalable and flexible as described above and deliver information at a varying level of detail
7. Solution must include at least 1 publisher or system administrator user with training and documentation to administer the system.
8. Publisher / administration tools designed for Windows 10, 64-bit computers or Windows virtualized servers
9. Locally hosted options designed to run on virtualized servers
10. Maps, Scenes and Linked Documents are directly shareable and accessible via web URL
11. Ability to be integrated with any application supporting web URL links
12. Customization should allow system administrator to create and modify maps and scenes and field forms. Customizable features should include:
 - a. GIS layers
 - b. Point cloud scenes
 - c. Floor plans
 - d. Collection forms
 - e. Users and Groups including editing rights
 - f. Import and export of data
 - g. Data linking
13. Complete implementation plan including transfer and integration of appropriate existing data and a clear path for data maintenance and creation of new campus data

14. Training sessions via web-based or onsite, providing clear solution support information
- b. Web interfaces
 1. GIS web map including the following capabilities
 - a. Zoom, pan, identify, measure, search
 - b. Turn layers on and off
 - c. GNSS location support – show current location
 - d. View and open linked images and documents
 - e. Data capture using customizable forms
 2. Web 3D Point Cloud Scene including the following capabilities
 - a. Zoom, pan, measure
 - b. Render based on RGB, intensity, elevation and classification
 - c. Isolation clipping box tools for detailed viewing
 - d. Profile tool and window
 3. Web viewing tool for linked media with support for
 - a. PDF, JPG, 360° JPG, TXT and HTML
 4. Web dashboard for signing in and out and browsing framework, to include
 - a. Campuses broken down into separate containers or projects
 - b. Ability to view and open web interfaces
 - c. Interface containing downloadable files
- c. Publisher / Administrative Tool
 1. Create new workspaces, projects (campuses)
 2. Provide for upload and download of project (campus) data
 3. Create and Manage Users and Groups and set permissions
 4. Assign Users and Groups to projects (campuses) and web interfaces
 5. Configure new data sources and associated layers
 - a. Globally and project (campus) specific
 - b. Upload GeoJSON layers to populate source data
 - c. Batch upload linked media files
 6. Create, design, configure and deploy new map interfaces
 - a. Add layers and set style
 - b. Set framework links and hierarchy
 7. Integrated, stand alone, or third-party geoprocessing toolbox(s) like LASTools, QGIS, ArcGIS, AutoCAD Civil 3D, Trimble Business Center, and/or CloudCompare
 - a. Defined and documented workflow processes and tools for data maintenance

8. Point cloud processing and publishing tools supporting standard point cloud data formats. Example standard point cloud data formats include LAS, LAZ, E57, XYZ, or PTS
 - a. Point clouds are hosted and indexed for scene creation and sharing
 9. Create, design, configure and deploy new 3D Scenes
 - a. Point cloud based
 - b. Configure multiple point clouds into 1 scene
 - c. Create or import annotations
 - d. Set framework links and hierarchy
 10. Create, design, configure and deploy web forms for data capture
 - a. Tabbed or group forms
 - b. Route data to any source and layer
 - c. Deploy with maps or scenes for capturing new data
- d. GIS Data Requirements
1. Solution should be designed to work with GIS data and provide integration tools for working with a variety of standard GIS data formats including ESRI SHP, ESRI FileGDB, OGC GeoPackage, and GeoJSON. Solution should also be able to consume mapping data from standard web mapping services.
 2. Solution should include a standard mapping interface providing basic functions for viewing, identifying and searching GIS data layers. The interface should allow the user to pan, zoom, search, identify, measure distances, see location based on GPS, and open linked media.
 3. Ability to read GIS data from Microsoft SQL 2012 or later databases and PostGRES databases
 4. Solution should support raster layers (ortho images) via web services or through cloud or locally hosted XYZ or TMS or Google image tiles.
 5. Tools and workflows to geo-reference raster and vector datasets
 6. Ability to integrate with local NG911 address data.
- e. Asset Management Tools
1. System should support unlimited feature types and attributes.
 2. System should include customizable tools and workflows to track O&M activities
 3. System should have built in tabular reporting for all asset feature classes
 4. Mobile applications should be able to use GPS to assist in finding outside assets
 5. System should support ability to track inspection or work history
 6. System should include workflow SQL database capabilities
 7. System should support ability to take and link photos to assets from mobile devices
 8. System should support linking as-builts documents to features for reference

9. System should have built-in workflows to update maps from the following sources
 - a. ESRI File Geodatabase
 - b. ArcMap 10.x projects
 - c. ESRI Shape Files
 - d. QGIS 3.x projects
 - e. SQLite Layers
 - f. MS SQL Tables
 - g. PostgreSQL Tables
- f. Floor Plan Workflows
 1. Built-in tools to support creating floor plan maps from
 - a. Vector line drawings (DXF, SHP)
 - b. Image scanned floor plan documents (PDF, JPG, or TIF)
 2. Geo-referencing tools
 - a. Move rotate and transform floor plan maps to real-world coordinates
 3. GIS creation tools to generate room or space location points
 - a. Map supporting floor plan background for easy digitizing
 - b. Attribute editing tools
 - c. Photo linking and preview capabilities (including 360° JPG images)
 - d. Export functions to CSV and GeoJSON formats
- g. JPG Processing and Location Tools
 1. Import and create GIS point layer from geo-tagged photos
 2. Auto-resize and rotate images
 3. Build GIS point layer from CSV file (X,Y,Photoname)
- h. Point Cloud Tools and Viewing Requirements
 1. Solution should include a built-in publisher and web viewer for points clouds from any source. The publisher should support at a minimum point clouds in either LAS or LAZ data format. The viewer should support large point clouds and include at least these functions:
 - a. Measure distance, height, area
 - b. Zoom, rotate, pan functionality
 - c. Render point cloud based on RGB, Elevation, Intensity, or Classification
 - d. Isolation clipping box tools for detailed viewing
 - e. Profile tool and window
 2. Creation and use of annotations points providing quick camera settings and hyperlinks
- i. Ability to create single scenes using multiple point clouds from different sources
 1. Toolbox for processing and working with elevation data

- a. USGS web service integration of publicly available elevation data
 - i. Locate and download
 - ii. Convert formats and clip
- b. Conversion tools
 - i. Point cloud to DEM or DSM
 - ii. DEM Conversions (IMG to TIF, TIF to ASC, TIF to LAZ)
 - iii. DEM or DSM to hillshade
 - iv. Colorize point clouds with raster images
- c. Filtering tools
 - i. Slice point clouds based on Z value
 - ii. Split point clouds
 - iii. Decimate point clouds
 - iv. Extract classified points
 - v. Grid point clouds
- d. Clipping tools
 - i. Clip point clouds based on defined polygon
 - ii. Merge and generate DEM or DSM from clip
 - iii. Generate contours from clip
- e. Publish point clouds for local viewing
 - i. Localized point cloud viewer
 - ii. USB point cloud sharing
- j. GIS Mapping Framework - in order to meet the overall objectives, the software solution must provide a mapping framework capable of managing and delivering GIS information at varying levels of detail. All levels of detail must be able to support georeferenced GIS data layers. Campus objects or maps along with associated buildings and floor plans should be modular and self-contained such that data can be compiled and edited one campus at a time. The software solution must provide, at a minimum, secure access to individual campus objects so individual campus information can securely and easily shared with a single web URL. The framework should at a minimum support GIS mapping at the following levels of detail:
 1. System wide - street map with campus or project locations displayed. The location features (campuses) should be easily searchable and provide quick access to links for greater levels of details at each campus.
 2. Campus or Project Site Map - campus site map capable of using existing aerial imagery services as a base or customized ortho imagery captured from aerial photography either by plane or UAV. Campus site maps should typically provide detail of campus features including building locations, parking lots, roads,

sidewalks, site utilities, and landscaping. Features should be searchable with quick access to links for greater levels of detail.

3. Building Exterior Map - building exterior maps should include more detailed information around individual building and can be managed as either a 2D map with spot elevations or a full 3D model of the building. The building exterior map shall provide ingress and egress locations, utility entry points and cutoffs, exterior photo locations, and links to key building information specifications. Features should be searchable with quick access to links for greater levels of detail.
4. Building Floor Plan Maps - floor plan maps shall include detailed floor information including interior walls and doors. Individual rooms or spaces are typically identified with either point or polygon features capable of storing key information and shall include a link to a room photo. Building floor plans can be managed as individual 2D plans or part of a full 3D model of the building. Room or space information must be easily accessible and searchable.

Each framework map type must be customizable and flexible and be able to utilize site specific GIS information as it becomes available over time.

- k. Scalability and Maintainability - the software mapping framework must be scalable and expandable such that new campuses can be added at any time without negative impact to existing on-line campus data. Existing campuses must be easily expandable to include greater detail including new buildings and / or floor plans or new data layers as they become available. Campus mapping data is dynamic and constantly changing, the mapping framework must be flexible to accommodate reasonable updates and provide built-in tools and workflows to allow normal information updates such as room numbers, new linked photos and documents, new or updated GIS layers, or modified floor plans due to remodels.
- l. Technologies Employed - the software mapping framework should support and integrate data produced from several new geospatial capture technologies including LIDAR sensors, UAV's, and 360° cameras. LIDAR sensors produce high quality 3D point cloud datasets captured from aircraft, hand held devices, vehicle mounts, and static tripods. The software framework should include integrated web viewing of point clouds and provide built-in tools and workflows to publish available point clouds for viewing. UAV's with mounted cameras offer new ways to capture campus and exterior building information. The software framework should include integrated web viewing of high-resolution imagery as a single or tiled image and provide built-in tools and workflows to publish available UAV imagery for viewing and as an updated base map. 360° or spherical cameras can quickly produce immersive images of spaces that are highly valuable for communication and documentation associated with facility management

and safety operations. The software framework should include integrated web viewing of 360° images (typically JPG images with a pixel ratio of 2:1 with a built-in viewer and include built-in tools and workflows to publish and link 360° images to features such as room locations.

12. PRICING:

- a. GIS Framework Software Pricing: Pricing should include a base package and be scalable based on the number of framework maps and number of users. Cloud subscription pricing should also include additional cost information and / or limitations regarding data storage, bandwidth utilization, and user licensing.
 1. GIS Framework Software - The base GIS Framework Software item Includes all software including technical support to meet the specified objectives. The software will be cloud based with options for local data hosting and administration. The end user interfaces must be accessible through a web browser and include mobile applications for Android, Apple and Windows devices. The software includes administrative and publishing tools, data security, web interfaces, any supporting geoprocessing tool boxes, and, if cloud hosted, enough storage and bandwidth to meet the functional requirements. Any limits such as number of maps, user counts, or storage, associated with the base software should be clearly identified. The base software at a minimum should include at least 40 framework maps, 1 publisher / admin user, and unlimited web / mobile users.
 2. Framework Maps - The GIS framework is composed of maps each with a designated URL allowing for quick access and integration. The number of maps required depends on the size of the system and the implementation objectives (campuses, buildings, floors, etc.). When framework maps are added the cost per map should include enough data storage and bandwidth to support typical use. Each map must be capable of the following functions:
 - a. display custom styled GIS raster and vector layers
 - b. ability to toggle layer visibility
 - c. ability to zoom in and out
 - d. identifying map features and displaying a list of attributes
 - e. viewing and adding media to map features
 - f. ability to capture and link photos directly from a tablet or phone camera
 - g. searching vector layers within the map
 - h. measuring distances and areas
 - i. display and zoom to the device location, when available
 - j. access to multiple workflow forms for capturing data

3. Cloud Data Storage - Cloud data storage is required as the framework is populated with GIS data, photos, documents and point clouds. The overall amount of storage required depends on a number of factors and additional storage may be required.
 4. Framework Users - there are 3 basic categories of system users:
 - a. Publisher / Admin - User rights to fully manage and configure the framework maps, scenes, users, projects, and create workflows with forms and editable layers. Includes all web editor rights.
 - b. Web / Mobile Editor - User rights to capture and modify editable data, link documents and download files. Includes all web viewer rights
 - c. Web / Mobile Viewer - User rights to view, search, measure, identify, and open links.
- b. Implementation, Support, and Training Services: Implementation, technical support and system training services should include the following items. The scope and quantities may vary depending on a few factors including the framework size (number of campuses, buildings, floors, etc.)
1. Technical Support – should include support resources such as videos and documentation as well as access by email, text or phone to a knowledgeable qualified technician. Support should be timely and accessible during normal operating hours. Technical support is meant as a help resource and does include training, data processing or data conversion services. Technical support should be included with the software. Additional support options and levels can be offered as a separate line item.
 2. Data conversions and migrations – converting and migrating existing data layers to the solution framework will vary from job to job. Conversion and migration services outside of specified framework work tasks will be provided on an hourly basis. A fee schedule with appropriate work categories will be included.
 3. Software installation and setup – includes basic cloud and local software solution setup and configurations.
 4. Mapping framework setup and configuration – includes system or database setup required to configure maps and URLs to accommodate the size of the system. A critical path framework plan will be developed and provided through data assessments, interviews, and discussions. System framework size and associated setup is measured based on a combination of these variables. The purpose of this item is to have all identified campus, building and floor plan maps created and data ready to provide a critical path road map for populating the framework with data.
 - a. Number of campuses

- b. Number of buildings
 - c. Number of floors
 - d. Number of rooms / spaces
 - e. Overall Square footage
- 5. End User Software Training – full user training will be provided on-site and / or via web training for end users of the web interfaces including viewing, capturing data, linking documents, and sharing. Documentation and manuals will be provided digitally for customer use.
- 6. Publisher / Administrator Training – full user training will be provided on-site and / or via web training for administrative users using the Publisher software tools. Documentation and manuals will be provided digitally for customer use.
- 7. GIS Framework Workflow Training – full user training will be made available for selected framework workflows involved in data capture, data creation and data maintenance activities. Workflow training options will include:
 - a. Converting image scanned floor plans to vector lines
 - b. Georeferencing image scanned floor plans and vector lines
 - c. Generating XYZ tiles
 - d. Creating and / or updating room (space) location databases
 - e. Field to finish capture of 360° photos
 - f. Authoring and publishing framework maps
 - g. Designing and implementing web capture workflows
 - h. GPS2GIS field to finish workflows
 - i. Consuming existing GIS data sources
 - j. Working with LIDAR to generate 3D models
 - k. GeoSLAM ZEB-Revo scan to floor plan
 - l. Working with NG911 Address Data
- c. GIS Data Services
 - 1. 360° photo capture and linking – task involves capturing and linking 360° photos to point or polygon features for web viewing through the GIS Framework Software. The work task assumes a reasonably accurate floorplan is available with proposed photo locations marked. Work task includes the following and should be priced based on a per photo basis:
 - a. Visiting each proposed location and taking a 360° photo
 - b. Marking actual photo locations on the plan and noting major inaccuracies
 - c. Processing the raw photos into 360° images
 - d. Linking images to room or space features
 - e. Preparing GIS package for publishing to GIS Framework for web access

2. LIDAR scan to floor plan – task involves utilizing a GeoSLAM ZEB-Revo LIDAR scanner or equal to scan the interior of a building to produce an accurate floor plan. The output will be a vector drawing of the floor plan clearly delineating walls and doorways. Pricing for this work item should be based on square feet in the following categories and will be calculated based on a per building basis.
 - a. < 20000 SF
 - b. < 100000 SF
 - c. >= 100000 SF
3. Geo-reference floor plans – task applies to either image scan documents of floor plans in jpg, tif, or pdf format or vector drawings of floor plans in a standard vector format. The floor plan will be transformed (moved, rotated and scaled) utilizing existing GIS data. If a floor plan is a vector drawing the output will be a transformed vector layer plus raster image of the plan. If a raster image scanned is employed the data shall be a transformed raster layer.
4. Create Space Database from Floorplan – task involves creating a GIS point feature in each room and public space shown on the floorplan. The GIS point features will be utilized as a database of rooms (spaces) for the associated building and campus. The point feature will be coded with the following information if available. The output will be GIS layer saved in a known coordinate system. Pricing for this task will be based on floorplan square footage assuming about 1 point per 750 square feet.
 - a. Campus designation
 - b. Building designation
 - c. Floor designation
 - d. Room or space identifier
 - e. Unique feature identifier (GUID)
5. Exterior Building LIDAR Scans – task involves contiguous scanning of the exterior of building using a full color LIDAR sensor such as a FARO 130 or equal. It is assumed the building will be less than or equal to 4 stories tall and the required ground coverage from the building will be less than 100 feet. Greater than 4 stories would be considered a custom situation. The output will be a colorized point cloud in LAZ format. Pricing for this task will be based on contiguous linear feet as measured along the perimeter of the building.
6. Color LIDAR Space Scans – task involves using a terrestrial scanner such as a FARO 130 or equal to capture a full color point cloud of a space or specific area. The output will be a colorized 3d point cloud of the space or area in LAZ format. Pricing for this task will be based on a per scan basis. If multiple scans overlap

such that plane registration can be used the multiple scans will be delivered as a single colorized point cloud.

13. **RFP RESPONSE:** In addition to the RFP certification form and the resident bidder affidavit (if applicable), please submit a narrative response to each of the following prompts:

a. Company Background:

1. Provide company's official registered name.
2. Provide a brief history of your company, including the year it was established.
3. Provide your company's corporate organizational chart.
4. Provide corporate office location. List number of sales and service offices. For each location, list the name of key contact with title, address, phone, fax number, e-mail address, etc. along with resume.
5. If you are a certified W/MBE vendor, provide the percentage of your business that is with W/MBE suppliers.
6. Provide your company's Dun & Bradstreet (D&B) number.
7. Provide company's Safety program, record, awards, certifications and vision.
8. Define your standard terms of payment.
9. Provide three references from customers in the public sector in Kentucky or contiguous states.
10. Provide proof of Insurance
11. Submit RFP certification
12. Submit Resident Bidder Affidavit, if applicable

b. Scope and Functional Requirements: Detail how your solution meets the scope and functional requirements outlined above. Deliniate any deviations from the scope and functional requirements provided.

c. Pricing: Software updates and upgrades, including major and minor versions shall be covered by maintenance and support costs. Please complete the pricing tables located below.

d. Licensure: Detail all certifications, licenses, or other metrics required to complete the project. Attach copies to your submission as appropriate.

e. Staffing Plan: A staffing plan is required, which describes the supplier's proposed staff distribution to accomplish work involved.

f. Implementation Plan: Please include a typical customer implementation plan for services offered.

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

GIS SOLUTION PRICING

CLOUD HOSTED SOLUTION					
(All Prices Assume Annual Subscription)					
Item	Description	Unit of Measure	Unit Price	Bid Unit	Extended Cost
Cloud Hosted Framework Base Fee	Assume 40 maps and 100 GB of cloud storage	Base			
Publisher / Admin User	Fully manage and configure the framework maps, scenes, users, projects, and create workflows with forms and editable layers.	User			
Editing User	Capture and modify editable data, link documents and download files	User			
Viewing User	View, search, measure, identify, and open links	User			
Added Storage	For photos, documents, point clouds, etc.	GB			
Added Maps	Additional framework maps	Map			

LOCALLY HOSTED SOLUTION					
Item	Description	Unit of Measure	Unit Price	Bid Unit	Extended Cost
Locally Hosted Framework	License includes 40 maps and first year maintenance and technical support	Year			
Publisher / Admin User	Fully manage and configure the framework maps, scenes, users, projects, and create workflows with forms and editable layers.	User			
Editing User	Capture and modify editable data, link documents and download files	User			
Viewing User	View, search, measure, identify, and open links	User			
Added Maps	Additional framework maps	Map			
Annual Maintenance	Software maintenance and upgrades, year 2+	Year			
Annual Technical Support	Software technical support, year 2+	Year			

IMPLEMENTATION, SETUP, & TRAINING COSTS				
Item	Unit of Measure	Unit Price	Bid Unit	Extended Cost
Software Installation & Setup				
Framework Setup & Configuration	Map			
End User Training	Person			
Publisher / Admin Training	Person			
Data Conversion & Migration	Hourly			
Consulting and Data Services	Hourly			
Workflow Training: Converting image scanned floor plans to vector drawings	Person			
Workflow Training: Georeferencing image scanned floor plans & vector lines	Person			
Workflow Training: Generating XYZ Tiles	Person			
Workflow Training: Creating and / or Updating Room Location Database	Person			
Workflow Training: Field to Finish capture of 360 photos	Person			
Workflow Training: Authoring and publishing framework maps	Person			
Workflow Training: Designing and implementing web capture workflows	Person			
Workflow Training: GPS2GIS field to finish workflows	Person			
Workflow Training: Consuming existing GIS data sources	Person			
Workflow Training: Working with LIDAR to generate 3D point cloud models	Person			
Workflow Training: GeoSLAM ZEB-Revo scan to floor plan	Person			
Workflow Training: Working with NG911 Address Data	Person			

GIS DATA SERVICES				
Item	Unit of Measure	Unit Price	Bid Unit	Extended Cost
360° photo capture and linking	360° Photo			
LIDAR scan to floor plan < 20,000 SF	SF			
LIDAR scan to floor plan >20,000 SF < 100,000 SF	SF			
LIDAR scan to floor plan > 100,000 SF	SF			
Geo-reference floor plans	Floor Plan			
Create space database from floorplan	Space Feature Or Database Record			
Exterior building LIDAR Scans	LF of Contiguous Building Exterior			
Color LIDAR Space Scans	Scan			

**KPC FACILITY SUPPLIES AND RENTAL SERVICES PROPOSAL
RFP-DISINFECTION AS A SERVICE-2020**

REQUEST FOR PROPOSAL CERTIFICATION

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

RFP CERTIFICATION

Bidding Firm

Authorizing Signature

Printed Name

Email Address

Phone #

Fax #

Address

City, State, Zip

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

Printed Name

Email Address

Phone #

Fax #

Address

City, State, Zip

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

FOR BIDS AND CONTRACTS IN GENERAL:

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

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

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

Signature

Printed Name

Title

Date

Company Name

Address

Subscribed and sworn to before me by

(Affiant)

(Title)

of

(Company Name)

this

_____ day of

_____, 20

_____.

Notary Public

[seal of notary]

My commission expires: _____

SAMPLE CONTRACT
AGREEMENT BETWEEN THE
KENTUCKY EDUCATIONAL DEVELOPMENT CORPORATION
AND
XYZ, INC.

This agreement is made and entered into the xx day of Month, Year, by and between the Kentucky Educational Development Corporation (KEDC), 904 Rose Road, Ashland, KY 41102-7104, and XYZ, Inc., ABC Street, City, ST Zip. KEDC is an educational cooperative organized under the Interlocal Cooperation Act and providing various services to its member school districts. KEDC is also acting as fiscal agent for all KPC members including the following similarly organized Kentucky educational cooperatives that offer bidding services:

- Green River Regional Educational Cooperative (GRREC)
- Northern Kentucky Cooperative for Educational Services (NKCES)
- Ohio Valley Educational Cooperative (OVEC)
- Southeast/South-Central Educational Cooperative (SESC)
- West Kentucky Educational Cooperative (WKEC)

This agreement commences on September 18, 2018 and will expire on September 20, 2019, with KEDC reserving the right for one-year extensions as permitted by Kentucky Model Procurement Code (KRS Chapter 45A). This agreement incorporates the Facility Supplies and Rental Services RFP Terms and Conditions and XYZ, Inc.'s Response by reference. Upon the signature of an authorized officer of KEDC and an authorized representative of the above named company or corporation, this agreement is hereby executed.

KENTUCKY EDUCATIONAL DEVELOPMENT CORPORATION

<hr/> <p>KEDC Chief Executive Officer Signature</p> <hr/> <p>Nancy L. Hutchinson</p> <p>Printed Name</p>	<hr/> <p>Date</p>
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XYZ, INC.

<hr/> <p>Signature</p> <hr/> <p>Printed Name</p> <hr/> <p>Title</p>	<hr/> <p>Date</p>
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