



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

\* \* \* INVITATION TO BID \* \* \*

BID TYPE:	<u>PREFERRED VENDOR</u>
BID REFERENCE:	<u>PV-MASKS-2020</u>
BID PUBLIC NOTICE DATE:	<u>June 11, 2020</u>
BID OPENING DATE & TIME:	<u>Thursday, June 18, 2020, 2:00 PM Eastern</u>
BID CONTRACT PERIOD:	<u>June 18, 2020 – July 31, 2020</u>
BID CATEGORY:	<u>Cloth Face Masks</u>

**BID PURPOSE:** The Kentucky Educational Development Corporation (KEDC) Board of Directors, as the Legal Education Agency (LEA) for KPC, solicits sealed bids for cloth face masks that would, if accepted by the KEDC Board of Directors or its designee, establish contracts with general and detailed terms, conditions, and specifications contained in these standard terms and conditions and in the bid specific terms and conditions.

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## STANDARD TERMS AND CONDITIONS

1. INSTRUCTIONS FOR BIDDERS: These standard terms and conditions along with the bid specific terms and conditions apply to all bids submitted. Explain any requested deviations or exceptions as part of your bid proposal. KEDC may, at its discretion, accept or reject any or all deviations or exceptions proposed. In the event of a discrepancy between the standard and bid specific terms, the bid specific terms will govern. KEDC is utilizing the online procurement services of KPC to facilitate this solicitation. 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](http://www.kpc4me.com) on the bid public notice date and until the time and date specified for the bid opening. Bid tabulations will be made by KEDC staff and, after the KEDC Board or its designee has taken official action, will be posted to the above website.

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](mailto:info@kpc4me.com)

Submit all bids and any attachments via the online application. No other form of bid submission (e.g., paper, telephone, facsimile, telegraph, mail, etc.) will be accepted. Bids submitted on company forms are subject to rejection. The bidder acknowledges that the bidder 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 bid invitation contact the KEDC Member Services Team by email at [memberserviceteam@kedc.org](mailto:memberserviceteam@kedc.org) or phone (606) 928-0205.
3. PROCUREMENT CONSIDERATIONS: KEDC conducts all procurement transactions in full compliance with all applicable federal and state statutes, regulations and rules.

It is the clear intention of KEDC 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).

KEDC 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 KEDC 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 KEDC 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 bidder/offer.

A contract will be entered into by KEDC 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. KEDC 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.

KEDC 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 BID AND STATEMENT OF NON-COLLUSION AND NON-CONFLICT OF INTEREST AND COMPLIANCE WITH THE KENTUCKY MODEL PROCUREMENT CODE: By my signature on the bid certification, 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 bid response are correct and have been arrived at by the bidder independently and have been submitted without collusion and without agreement, understanding, or planned common course of action, with any vendor of materials, equipment, or services described in the invitation to bid, designed to limit independent bidding or competition.

The contents of the bid or bids 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 bids 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 KEDC collective bidding process is conducted consistent with KRS Chapter 45A:345 through

45A:460, the Model Procurement Code and that the contents of the bid response and the actions taken by the bidder in preparing and submitting the bid response 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 KEDC 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. The Contractor will comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and the New Restrictions on Lobbying and has signed and attached to this agreement the Certificate Regarding Lobbying and, if applicable, the Disclosure of Lobbying Activities (Forms SF-LLL) and annually will sign and submit a certificate, if applicable, Form SF-LLL to KEDC.

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 signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by KEDC. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to KEDC, 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 BID: No bid may be altered, or amended after the specified time and date set for the bid opening. The KEDC Board or its designee reserves the right to waive defects and informalities in bids, to reject any or all bids, or to accept any bid as may be deemed to its interest. KEDC may allow the withdrawal of a bid where there is a patent error on the face of the bid document, or where the bidder presents sufficient evidence, substantiated by bid worksheets, that the bid was based upon an error in the formulation of the bid price.
8. WITHDRAWAL OF BID: All bids shall be valid for a period of thirty (30) days from the bid opening date to allow for tabulation, study, and consideration by the KEDC Board or its designee. The bidder may withdraw a bid, without prejudice, prior to the published bid opening date.
9. ADDENDA: KEDC may issue addenda to the bid after its release.
10. REVIEW: After the public opening of proposals received from the Bid Invitation, KEDC staff and member officials will review the results, develop a preliminary tabulation, and may contact the bidder for the purpose of clarification only. If necessary, members may purchase from the apparent low bidder pending approval by the KEDC Board of Directors or its designee.
11. PROTEST PROCEDURES: The KEDC Board of Directors or its designee shall have authority to determine protests and other controversies of actual or prospective Bidders in connection with the solicitations or selection for award of a contract.

Any actual or prospective bidder, 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:

Chief Executive Officer  
KEDC  
904 Rose Road  
Ashland, KY 41102

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

The decision of the KEDC Board of Directors shall be final and conclusive.

12. PRE-QUALIFICATION: KEDC reserves the right to pre-qualify any bidder, especially those that have not previously participated in the KEDC bid program. Criteria for qualification shall include:
- a. Product Line: The bidder shall provide proof that all items listed in the catalog are in stock or quickly obtained.
    - a. Physical Facilities - Bidder must have the warehouse facilities required to store safely and securely the products required by these specifications. KEDC reserves the right to prequalify any or all bidders and to reject any bidder not meeting the requirements in the areas of warehouse facilities and equipment associated with and necessary for the safe and sanitary storage of items requested in these specifications. The facilities and operating practices must, at all times, comply with the United State Food, Drug, and Cosmetic Act as well as any State and Local Statute, Regulation or Ordinance.
    - b. Financial Capacity - The potential bidder shall have financing adequate to purchase items in the most economical quantities. References may be requested to document adequate financial capacity.
    - c. Service Level - If KEDC does not have adequate historical data to determine the bidder's ability to comply with the service level requirement outlined in this bid invitation, then three letters of reference from previous school district customers shall be provided.
    - d. 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.
13. 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.



14. PIGGYBACK 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. Piggyback 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.
15. TRANSMITTAL OF ORDERS: KEDC shall issue purchasing guidelines to members on behalf of the awarded bidder/offeror. The members will use formal purchase orders in ordering from the awarded bidder. The successful bidder acknowledges that orders from KEDC members transmitted from KEDC's office on the member's behalf are acceptable. The successful bidder may use salespeople for in-person and/or telephone solicitation of orders in accordance with a mutually arrived schedule developed between the members and the awarded bidder. The bidder shall accept orders electronically from KEDC and/or members.
16. QUANTITIES: It shall be understood that the bid contract will not obligate KEDC or its members to purchase from the Bid Contract.
17. WARRANTY: The awarded bidder shall make available and honor all manufacturer's warranties, standard and extended, to all KEDC members.
18. HEALTH PRECAUTIONS: Any employee or subcontractor of the awarded contract holder must abide by all posted safety guidelines when on premise (e.g., temperature checks, wearing a mask, etc.). Should an employee or subcontractor show signs of a fever, the district may refuse entry and reserves the right to notify the contract holder and local health officials. The awarded contract holder shall notify the member within 24 hours of any positive tests for communicable diseases (corona virus, influenza, etc.) among employees and subcontractors who have visited a member facility in the last 14 days. The awarded contract holder need not identify the individual; they need only acknowledge the positive test and detail the steps taken to mitigate the risk posed.
19. RECALLS: The awarded bidder shall notify KEDC and its members immediately of any product recalls. The awarded bidder will issue a credit or comparable substitute for any delivered, recalled product at the member's discretion. All costs associated with voluntary and involuntary product recalls shall be borne by the awarded bidder.
20. RETURNS: The successful bidder must provide a Return Material Authorization within 1 working day of the request by a KEDC member. Bidder must restock returned materials at no charge to the member (special order and custom crafted items excluded).

21. **LIABILITY:** The awarded bidder agrees to protect, defend, and save harmless KEDC 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 KEDC 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. The awarded bidder will hold KEDC 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 bidder.
22. **ACCOUNTING PRACTICES:** During the life of any contract awarded as a result of this bid, the successful bidder 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.
23. **ITEM SUBSTITUTION AND OUT-OF-STOCK BACK-ORDERS:** Substitutions require prior written authorization from the member. The bidder is required to notify the member if an item is out of stock, backordered, or if timely delivery is not feasible. Upon member notification, the bidder must receive written directions from the member on how to proceed (i.e. cancel, process, etc.).
24. **PENALTY:** The bidder agrees to provide total requirements as listed herein, thereby minimizing occurrences when a member may have to seek other interim product sources. The bidder is to deliver 100% of stock items within 10 business days; repeated failure to do so will result in default.
25. **PRODUCT AND SAFETY INFORMATION:** The successful bidder shall provide upon request by any member, the most recent MSDS information sheets for any products the bidder may deliver to said member. It is the bidder's responsibility to comply with all local, state, and federal regulations.
26. **VELOCITY REPORTS:** Velocity reports in an electronic format (Microsoft Excel, Access, or SQL) specified by KEDC shall be issued to KEDC upon request. The awarded bidder shall compile velocity reports by member. The reports shall indicate purchasing entity, awarded bidder's item number, manufacturer item number, item description, and quantity and dollar value of each item sold. KEDC may request procurement data from participating KEDC members to verify velocity report accuracy.
27. **CONTRACT SUSPENSION:** KEDC 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 bidder agrees that they have no legal recourse of any nature against KEDC or

member entities except for services that are due for prior purchases under the awarded contract. The decision of KEDC regarding suspension and/or termination is final.

28. **TERMINATION FOR CONVENIENCE:** KEDC reserves the right to terminate any contract at any time, completely or in part, by thirty (30) day written notice to Contractor. Upon receipt by the Contractor of the "notice of termination", the Contractor shall discontinue all services with respect to the applicable contract. KEDC 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).
29. **TERMINATION FOR NON-PERFORMANCE (DEFAULT):** KEDC may terminate the resulting contract for non-performance, as determined by KEDC, 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 KEDC 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 a voluntarily bankrupt, making a transfer in fraud of its creditors, filing a petition under any section from time to time, or under any similar law or statute of the United States or any state thereof, or if an order for relief shall be entered against the Contractor in any proceeding filed by or against contractor thereunder. In the event of any such involuntary bankruptcy proceeding being instituted against the Contractor, the fact of such an involuntary petition being filed shall not be considered an event of default until sixty (60) days after filing of said petition in order that 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.
30. **DEMAND FOR ASSURANCES:** In the event KEDC 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.
31. **NOTIFICATION:** KEDC 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.

32. **ATTORNEY 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 KEDC prevails, the Contractor agrees to pay all expenses of such action, including attorney's fees and costs at all stages of litigation.
33. **COMPENSABLE DAMAGES FOR BREACH:** The Contractor agrees that the following items shall be included as compensable damages for any breach of a contract with KEDC.
- 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 KEDC 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.

34. **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.

35. **OTHER CONDITIONS:**

- a. The awarded bidder shall be in compliance and will comply 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 contract shall be governed in all respects as to validity, construction, capacity, performance, or otherwise by the laws of the Commonwealth of Kentucky.
- c. Any suit, action or other proceeding regarding the execution, validity, interpretation, construction, or performance of this agreement brought against KEDC shall be filed in the Boyd County Circuit Court 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 any participating member shall be filed in the participating member's local jurisdiction.
- e. The bidder assures KEDC they are conforming and will continue to conform to the provisions of the Civil Rights Act of 1964 as amended.
- f. Kentucky Sales and Use Tax Certificate of Exemption Form will be issued upon request.
- g. The awarded bidder shall provide access to KEDC and member entities, the Comptroller General of the United States, the United States Department of Agriculture, the Kentucky Department of Education, the Kentucky Auditor of Public Accounts or any of their duly

authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions (7 CFR § 3016.36). Such access shall be used to ensure compliance with all applicable Federal and state statutes, regulations and rules, including but not limited to cost principles set forth in 2 CFR § 225.

- h. The awarded bidder shall comply with all applicable cost principles, including but not limited to those set forth in 2 CFR § 225.
- i. The awarded bidder shall retain all required records for three years after KEDC members make final payments and all other pending matters are closed (7 CFR § 3016.36).
- j. 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.
- k. The bidder 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).
- l. The bidder 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).
- m. The bidder 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).
- n. The awarded firm agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. and the Federal Water Pollution Control Act as amended 33 U.S.C. §§ 1251 et seq. The Contractor agrees to report each violation to the USDA and the appropriate EPA Regional Office.
- o. The bidder 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).
- p. The bidder is and shall remain in compliance with all local, state, and national requirements for employee background checks.
- q. By submitting this document, the bidder 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 bidder acknowledges that collusive bidding is a violation of federal law and can result in fines, prison sentences and civil damage awards.
- r. 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, 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 KEDC 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. KEDC reserves the right to reject any and/or all bids and to waive informalities. A contract, based on this sealed bid, may or may not be awarded.

**BID SPECIFIC TERMS AND CONDITIONS**

1. INSTRUCTIONS FOR BIDDERS: These bid specific terms and conditions along with the standard terms and conditions apply to all bids submitted. Explain any requested deviations or exceptions as a part of the bid proposal. KEDC may, at its discretion, accept or reject any or all deviations or exceptions proposed. In the event of a discrepancy between the standard and bid specific terms the bid specific terms will govern.
2. PARTICIPATING AGENCIES: Any institution that is a member of KPC (hereinafter referred to as member or members) is eligible to utilize the Awarded Contract; however, this does not mean that all members will participate. This statement of intent does not obligate any district to utilize this bid.
3. ESTIMATED QUANTITIES: Quantities listed in the proposal solicitation are based on last year’s usage. KEDC makes no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation.
4. AWARD: After the review of the bid responses, the KEDC Board or its designee may award multiple contracts based on the criteria below. The bid proposals will be evaluated based on the points awarded to each potential contractor utilizing the following scale.

<b>CRITERIA</b>	<b>POINTS</b>
Core item cost calculation	60
Secondary item catalog discount percentage	15
Delivery Timelines	10
Past Performance/References	10
Prompt Payment Discount	5
<b>TOTAL</b>	<b>100</b>

5. ADMINISTRATIVE FEE: The contractor will be assessed an administrative fee of three percent (3%) on all purchases made by KPC members under this contract. The fee is to be included in the contractor’s pricing, and cannot appear on the member’s invoice. The contractor will remit payment to KPC on a quarterly basis and submit a sales report using the portal provided on [www.kpc4me.com](http://www.kpc4me.com) showing total amounts for all purchases made by members under this contract

during the period of the bid. See reporting and payment schedule below.

<u>Period Reporting</u>	<u>Payment Schedule</u>
January – March	April 25 <sup>th</sup>
April - June	July 25 <sup>th</sup>
July – September	October 25 <sup>th</sup>
October - December	January 25 <sup>th</sup>

Sales must be reported in the quarter in which the member is invoiced. It is the contractor's responsibility to track and report all purchases made by KPC members. All sales to KPC members are considered to be made under this contract unless the contractor holds an individual bid with the member. It is the vendor's responsibility to provide proof of individual bids. KPC will routinely request procurement data from participating KPC members to verify sales report accuracy. In consideration of receiving a KPC PREFERRED VENDOR BID CONTRACT, bidder agrees to report and pay KPC's administrative fees for all sales to KPC districts even if orders are placed directly by the district to the contractor. All administrative fee checks are to be made payable to KEDC and mailed to KEDC, 904 Rose Road, Ashland, KY 41102.

6. CONTRACT ADMINISTRATION: KEDC reserves the right to transfer administration of all contracts awarded under this bid to a third party provider.
7. CONTRACT PERIOD: The contract period will end on July 31, 2021 plus any extensions. The contract may be extended on an annual basis by KPC not to exceed five years in total including the first contract period. KPC shall notify the contractor of its intent to extend or not to extend the contract by May 31<sup>st</sup> of each year. If KPC notifies contractor of intent to extend the contract by one year, contractor shall respond by June 15<sup>th</sup> with any necessary price increases or decreases for the extended year. Upward and downward price adjustments are permissible based on documented changes in the Consumer Price Index for All Urban Consumers (CPI-U). If price increases submitted are deemed excessive by KPC then KPC shall have cause to not extend the contract. Price change notifications will follow the same pattern as above for any years in which this contract is extended. 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.

Since this bid request is subject to multiple contracts being accepted, KPC reserves the right to renew and/or solicit additional bids. Any contract extension is contingent upon written agreement of KPC and the contractor. The bid will not be automatically extended beyond any current year unless expressly approved by KPC. KPC reserves the right on any contract extension to revise, update, or supplement the contract terms and conditions including the assessment of administrative fees to the contractor as needed to cover the cost of KPC servicing the bid contract,

bidding program, or procurement service for the members.

8. **PRICING:** Contract discounts shall remain in effect for the entire contract and any agreed upon contract extensions, however additional discounts and/or special pricing are encouraged and may be accepted when consistent with other terms and conditions of the contract and offered equally to all members.

Accumulated or group orders may be requested by KPC during the course of the contract period.

All bid prices must include transportation and delivery charges to the location (school district, KEDC, etc.) specified during ordering. Fuel surcharges and other similar charges are not permitted.

Replacement and/or supplemental products that meet or exceed the minimum bid requirements may be added to this contract at the sole discretion of KEDC. Replacement/supplemental products shall be offered at a discount equal to or greater than the original award. The bidder shall submit, on its letterhead the request to add products/services. The request shall be submitted by an authorized representative of the organization. KEDC is under no obligation to accept the offerings.

The bidder shall provide each item on this bid to all KPC members at the same price. Bidders MAY NOT submit multiple discount levels for the same product by KPC member (i.e., Regional Bidding is NOT permissible).

9. **SECONDARY ITEMS (NOT SPECIFICALLY LISTED IN THE CORE ITEM LIST):** KPC members may exercise their rights to purchase all catalog and special order items not in the Core Item list from the contractor that has been awarded the contract. Catalog and special order items shall be quoted at Manufacturers Suggested Retail Price (MSRP) less a fixed percentage discount (per your bid) and shall be subject to the same auditing provisions as bid items. The initial price quote on catalog and special order items shall become the official bid price for the remainder of the bid contract.
10. **PAYMENTS:** Each member shall be responsible for making payment to the contractor, unless KPC has been established as the Purchasing Agent for the contractor, in which case, KPC will coordinate orders and payments directly to the contractor with the individual members being the ship to party. Normally, members pay bills only after approval from the member board, which meets monthly.
11. **DELIVERY CHARGES:** All products or services procured from the Bid Contract are to be delivered free of freight charges (FOB destination). All bid prices must include transportation and delivery charges to the location (school district, KPC, etc.) specified during ordering. Fuel surcharges and other similar charges are not permitted.
12. **PROMPT PAYMENT DISCOUNT:** Bidder may provide a prompt payment percentage discount for invoice payments postmarked less than 30 days from the invoice date. The discount may take the



form of either a deduction from the total invoice or a check in an amount equal to the same.  
Example: 1% discount for invoices postmarked within 10 days of the invoice date.

13. **PRODUCT EVALUATION:** Samples requested must be furnished free of expense to KEDC and or the school district for evaluation. If not destroyed or consumed in testing or evaluating, or required in connection with the award, furnished samples will, upon request, be returned at the bidder's expense. Right is reserved to mutilate or destroy any samples if considered necessary for testing purposes.
  
14. **PROMOTION:** KPC actively markets all Prime and Preferred Vendors to member districts, which includes the company logo and contact information on the KPC website, a notice of the winning bid contract(s) sent to every KPC member, and promotion of all KPC Prime and Preferred Vendors during regular district visits by KPC staff. Vendors are expected to provide promotional materials and participate in regional conferences, district shows, and trainings.



**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 PV-OS-2020 Bid 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**

\_\_\_\_\_  
KEDC Chief Executive Officer Signature

\_\_\_\_\_  
Date

Nancy L. Hutchinson  
\_\_\_\_\_  
Printed Name

**XYZ, INC.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title