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KENTUCKY EDUCATIONAL DEVELOPMENT CORPORATION (KEDC)
904 ROSE ROAD, ASHLAND, KY 41102-7104
Member Services (606) 928-0205
www.kedc.org or www.kpc4me.com

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

BID TYPE:	Preferred Vendor
BID REFERENCE:	PV-SC-2016-07
BID PUBLIC NOTICE DATE:	December 18, 2015
BID OPENING DATE & TIME:	January 15, 2015, 2:00 PM , Eastern
BID CONTRACT PERIOD:	July 1, 2016 – September 30, 2021
BID ITEMS:	Data Distribution, Data Protection, Cabling Connectors, Network Components

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STANDARD TERMS AND CONDITIONS

- 1. Bid Purpose :** The Kentucky Educational Development Corporation (KEDC) Board of Directors, as the Legal Education Agency (LEA) for KPC solicits sealed bids for DATA DISTRIBUTION, DATA PROTECTION, CABLING CONNECTORS, AND NETWORK COMPONENTS (hereinafter referred to as Structured Cabling) that would, if accepted by the KEDC Board of Directors or its designee, establish a PREFERRED VENDOR BID CONTRACT, with the standard and bid specific terms and conditions contained in this bid document, to provide member institutions the right to purchase goods and services at fixed prices from a specific list of items contained herein and other items in general at fixed percentage discount off catalog prices provided as part of the bid proposal. Said contracts shall hereinafter be referred to as the Bid Contract.
- 2. Instructions for Bidders :** These standard terms and conditions along with the bid specific terms and conditions apply to all bids submitted. Any deviations or exceptions are to be explained as a part of the bid response. 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.

The public notice for this invitation, the invitation itself, and any addendums can be viewed, downloaded, or printed from the Internet at www.kpc4me.com or www.kedc.org 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 Board or its designee has taken official action, will be posted to the above websites.

- 3. Bid Forms and Return Instructions :** KPC has an online interface that creates a confidential and encrypted electronic bid submission. Bid submission requires that each bidder has 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 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.

By submitting a bid electronically the bidder acknowledges that the bidder has read this invitation, understands it, and agrees to bind by its terms and conditions.

- 4. Clarification :** For clarification or additional information relative to this bid invitation contact:

Sam Atkins
904 Rose Road
Ashland, KY 41102
Sam.atkins@kedc.org

DO NOT CONTACT MEMBERS. Any unauthorized contact with any other official or employee in connection with this invitation is prohibited and may be cause for disqualification of the bidder.

- 5. KEDC 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 bidders/offer's.

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.

6. 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 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.

- 7. Certification Regarding Lobbying:** The undersigned 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 undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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.

- 8. Certification Concerning Disbarment and Suspension:** I certify on behalf of myself, the company and its key employees that I, the company, or its key employees have not been proposed for debarment, debarred, or suspended by KPC, the Commonwealth of Kentucky, or any Federal Agency and are not listed on the Excluded Parties List System provided by the United States Government General Services Administration at www.epls.gov.
- 9. Correction of Mistakes:** Recheck bid for possible errors; KPC will not accept any alterations or corrections, including signatures, once the bid opens. Errors discovered after public opening cannot be corrected and bidder will be required to accept a bid contract if offered.
- 10. Error in Bid:** No bid will 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.

11. Withdrawal of Bid: All bids shall be valid for a period of thirty (30) days from the bid opening date to allow for tabulation, evaluation, and consideration by the KEDC Board or its designee. The bidder may withdraw a bid, without prejudice, prior to the published bid opening date.

12. Addenda: KEDC may issue addenda to the bid after the bid has been released.

13. Review: After the public opening of bids received from the Bid Invitation, KEDC staff and member officials will review the results, develop a preliminary tabulation, and may contact bidders for the purpose of clarification only.

14. 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. KEDC 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.

Submit the Required Affidavit for Bidders or Certificate of Authority to Transact Business in the Commonwealth to KEDC at the following address:

**KEDC
Attn: Sam Atkins
904 Rose Road
Ashland, KY 41102**

All forms must be received in the KEDC office prior to the date and time of the bid opening listed above.

- 15. Bid 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 Executive Director of KEDC. A protest or notice of other controversy must be filed promptly and in any event within two (2) calendar weeks after the aggrieved party knows or should have known the facts giving rise to the protest. All protests or notices of other controversies must be in writing and shall be addressed to:

**Executive Director
KEDC
904 Rose Road
Ashland, KY 41102
(606) 928-0205**

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.

16. Pre-Qualification: KPC reserves the right to pre-qualify a potential bidder. Criteria for qualification shall include:

- a. Universal Service Fund (USF) Provider: The successful bidder must be a USF service provider and list their Service Provider Identification Number (SPIN) on the bid checklist for verification.
- b. Product Line - The potential bidder shall provide proof that it can provide all bid items attached hereto.
- c. Physical Facilities - Bidder must have the warehouse facilities required to safely and securely store the products required by these specifications. KEDC reserves the right to pre-qualify any or all bidders and to reject any bidder not meeting the requirements in the areas of warehouse facilities and equipment.
- d. 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.
- e. 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 bid invitation, then three letters of reference from previous school district customers shall be provided.
- e. 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.

17. Non-Assignability of Awarded Bid: 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.

18. Transmittal of Orders: The bidder shall issue purchasing guidelines to KPC members. The members will use formal purchase orders in ordering from the awarded bidder. The successful bidder acknowledges that orders from KPC 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.

At KEDC's option, the bidder will

1. provide a listing of all items on the contract in an electronic format specified by KEDC (including description, pricing, picture of item, etc.) to be imported into KEDC's online catalog,
2. accept faxed orders, or
3. accept e-mailed orders.

The bidder shall accept orders electronically from KEDC and/or KPC members. The bidder is responsible for all costs associated with compiling the data file containing the list of items in the bid contract. KEDC may provide setup assistance at an additional charge.

19. Quantities: It shall be understood that the awarded contract does not obligate KPC members to receive any quantity in excess of actual requirements.

20. Warranty: The awarded bidder shall make available and honor all manufacturer's warranties, both standard

and extended, to all KPC members.

- 21. Recalls:** The awarded bidder shall notify KPC 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.
- 22. Default:** The awarded bidder agrees to provide total requirements as listed herein, thereby minimizing occurrences when a member may have to seek other interim product sources. The awarded bidder is to deliver 100% of primary bid items within 10 business days; repeated failure to do so will result in default.
- 23. Liability:** The awarded bidder agrees to protect, defend, and save harmless KEDC, 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 KEDC, 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. 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.
- 24. 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. Discounts, rebates and credits shall be clearly identified on each invoice to KPC members.
- 25. Velocity Reports:** Velocity reports in an electronic format (Microsoft Excel, Access, or SQL) specified by KPC shall be issued to KPC 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, quantity sold, and dollar value of each item sold. KEDC will quarterly request procurement data from participating KPC members to verify velocity report accuracy.
- 26. 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. The awarded bidder will not accept new orders from KPC members while suspended. However, the bidder may complete orders already in process. 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, KPC, or member entities except for payment of goods, supplies and services that are due for prior purchases sold under the awarded contract. The decision of KPC regarding suspension and/or termination is final.
- 27. Warning and Termination of Contract:** KEDC may terminate the contract with 30 day notice without cause. KEDC may terminate the contract in a shorter timeframe if the bidder violates the contract terms and conditions. In the event of termination, the members shall not be liable for any costs other than the cost of

items delivered and accepted prior to the date of termination. The bidder may terminate the contract if the members fail to meet mutually agreeable and specified payment terms.

Each party shall follow the following procedure if the contract is to be terminated:

Step 1 - Issue a warning letter outlining the violations and state the length of time to correct the problem(s).

Step 2 - Issue a letter of intent to cancel contract, if the problem(s) is not resolved by a given date.

Step 3 - Issue a letter to cancel contract.

In the event the physical facilities of the awarded bidder are destroyed or a labor dispute makes performance under the terms of the contract impossible, the awarded bidder shall not be held liable by KPC or the members.

28. Other Conditions :

- a. The awarded bidder shall be in compliance and will comply with any and 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 against KEDC shall be filed with 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 against a KPC member shall be filed in the member's local circuit court.
- 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 KPC members, KEDC, 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 KPC 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 bidder 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).
- 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. By signing 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.
- q. 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.
- r. 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. Participating Member Institutions:** 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. An entity **MUST** be a member of KPC to be eligible for bid pricing. For the current list of all KPC members visit www.kpc4me.com. The successful bidder(s) will be required to deliver to and serve all eligible members.
- 2. Contract Period:** The bid contract is for five years and will end on September 30, 2021 plus any extensions. The contract may be extended on an annual basis by KEDC not to exceed seven years in total including the first contract period. KEDC shall notify the contractor of its intent to extend or not to extend the contract by September 15. Since this bid request is subject to multiple contracts being accepted, KEDC reserves the right to renew and/or solicit additional bids for subsequent contract periods.

Any contract extension is contingent upon written agreement of KEDC and the contractor. The bid will not be automatically extended beyond any current year unless expressly approved by KEDC. KEDC reserves the right on any contract extension to revise, update, or supplement the contract terms and conditions.

KEDC 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.

- 3. Pricing:** Bid Contracts may be accepted from multiple bidders. Contract pricing and discounts are to be good through September 30, 2021. 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 during the course of the contract period by all KPC members. **All bid prices must include transportation and delivery charges to the KPC member location specified during ordering** with the exception of emergency situations. **Fuel surcharges and other similar charges are not permitted.**

Bid Pricing may be adjusted up or down on an annual basis during the month of October in the following manner. All bid price increases must be submitted for review by November 1 to allow KEDC and its member districts to incorporate the pricing into the following years Universal Service Fund (USF) applications. Bid price increases are allowable when an increase is imposed on the successful bidder by the product manufacturer for a specific item listed on the bid. A request for price adjustment must include a copy of the Manufacturers notice (on their letterhead) along with the Item Number, Descriptions and percent of change for each item. Price decreases are allowable. The request for price adjustment must include the Manufacturer Part Number, Vendor Part Number, Description, the old Item Price, new Item Price, and percentage change. Price adjustments are also to be provided electronically in a format determined by KEDC. KEDC reserves the right to reject any and/or all price adjustments.

The successful bidder agrees to honor prices on filed USF applications regardless of future price increases.

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 vendor 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).

4. **Award:** After the review of the bid proposals, the KEDC Board or its designee may accept a bid contract based on the criteria below. In the case of identical bids, KEDC reserves the right to select and to award the contract on the basis of its reasonable determination of which bid is likely to be most beneficial to its members. The bid responses will be evaluated based on the points awarded to each bidder utilizing the following scale:

	POINTS
1. Total of weighted core item cost calculations	40
2. Percentage of Core Items Bid	20
3. Technical Support and Training	20
4. Availability	10
5. Past Performance	10
POINT TOTAL	100

5. **Product and Safety Information:** The successful bidder shall provide upon request by any member, the most recent MSDS information sheets for any products the vendor may deliver to said member. It is the vendor’s responsibility to comply with all local, state, and federal regulations.
6. **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, KEDC, etc.) specified during ordering (FOB). Fuel surcharges and other similar charges are not permitted.
7. **Service Level:** The contractor shall ship all orders at a monthly average of 97% or above within 1 working day of order receipt. The remaining 3% shall be shipped the next working day. In the event the School District declares an emergency need for an item, the contractor shall ship the item the day the order is placed via the delivery method requested by the School District (UPS Next Day Air, etc.). The School District shall bear the additional cost of the actual express shipping charges.
8. **Payments:** Each school district and/or school shall be responsible for making payment to the awarded bidder. Normally, school districts pay bills only after approval from the Board of Education which meets monthly.
9. **Administrative Fee:** The awarded bidder 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 vendor’s pricing, and can not appear on the member’s invoice. The vendor will remit payment to KEDC on a quarterly basis (monthly at KEDC’s option) by the 25th day of the next month accompanied by an electronic sales report showing all purchases made by members under this contract during the period of the bid.

The sales report shall be in the format provided by KEDC. Contractor shall compile sales report by member district. KEDC will routinely request procurement data from participating KPC members to verify sales report accuracy. The vendor will make all administrative fee payments to KEDC by the 25th of the succeeding month according to the schedule below:

Bid Period	Reporting and Payment Schedule
January 1 – March 31	April 25 th
April 1 – June 30	July 25 th
July 1 – September 30	October 25 th
October 1 – December 31	January 25 th

Remit the administrative fee payment to KEDC, 904 Rose Road, Ashland, KY 41102-7104. For your reference, KEDC's FEIN is 61-0659010. KEDC may modify the report and payment schedule at its discretion.

The successful bidder and their manufacturers and/or suppliers recognize that all Kentucky schools and KEDC are participating in the USF Program (E-Rate) and guarantees that any approved discounts for internal connections, to include any product or service procured as a result of this contract, be honored throughout the whole life of this contract award including any and all extensions. The awarded bidder agrees to provide the applicable USF discounts to the district with each order and bill the USF for the discountable portion.

10. Item Substitution and Out-of-Stock Back-Orders: No substitutions are allowed without prior written authorization from the KPC member. Member must be notified if item is out of stock, backordered or if timely delivery cannot be made. Upon member notification, the contractor must receive written directions from KEDC or the member on how to proceed, e.g. cancel the order, process the order, etc.

It is an expectation that all individual items bid are to be stocked items. If a contractor is temporarily out of stock of a particular item, an equal or superior product at an equal or lower price to the original item portion price shall be provided with KEDC and/or the affected school district's approval.

Delivering brands that are not listed for a specific item without prior approval of the KPC member may be used as reason for rejection of the product, and for termination of the contract.

If the successful bidder fails to deliver within the time specified, or within a reasonable time as interpreted by each KPC member, or fails to make replacements of rejected articles when so requested, or demonstrates a continued inability to secure the bid item, the KPC member at its sole discretion, may purchase a product of equal or greater quality from another source. On all such purchases, the contractor shall be responsible and liable for the difference in cost between the amount paid for the substituted product and the amount which would have been paid the contractor. The contractor's argument that an item could have been purchased at a lower price shall not have merit.

The awarded vendor agrees to meet all requirements as listed herein, thereby minimizing occurrences when a school district may have to seek other interim product sources. A pattern of failing to deliver 100% of the items on this list -- within 3 working days and/or poor communications between the seller and the KPC member -- shall be considered default.

11. Returns: The successful bidder must provide a Return Material Authorization within 1 working day of the request by KPC member. If the return is no fault of the member, the materials shall be picked up and restocked at no charge. If the member is at fault the member is responsible for the actual transportation costs of returning the materials with no additional restocking fee.

12. Secondary Items: 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 with all educational, volume, and manufacturer discounts applied 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 contract.

- 13. Catalog Format:** Upon request the successful bidder must provide at no charge their catalog in electronic format. The electronic catalog must include search capabilities, part number, price, description, and pictures of the item.
- 14. Product Evaluation:** Samples requested must be furnished free of expense to KPC members 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.
- 15. Training and Product Updates:** The successful bidder must provide on-site training for KEDC personnel on the use and installation of products and provide quarterly, local (within 60 miles of Ashland, KY) technical presentations on emerging technologies and industry standards at no cost.
- 16. Contact Information:** The successful bidder must provide toll-free ordering, technical support for design, installation, and post installation support of all products in the catalog, and a 24 hour emergency number for support at no cost.
- 17. Spin Change:** The awarded bidder agrees to allow any and all operational SPIN changes requested by KEDC or it's member schools and districts.
- 18. 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 sent to every KPC member, and promotion of all KPC Prime Vendor during regular district 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 in and sponsoring of KEDC-KPC regional meetings and trainings.
- 19. Awarded Bidder Commitment:** Each awarded bidder is required to commit to ensuring the overall success of the statewide program.
 - a. Corporate Commitment – A commitment that KPC has the support of senior management, and that KPC is the primary offering to K-12 educational entities statewide. The supplier shall make its existing K-12 clients aware of its KPC contract and upon the agency's request, such agency will be transitioned to the vendor's KPC contract.
 - b. Sales Commitment – A commitment that the supplier will aggressively market KPC statewide and that the sales force will be trained, engaged, and committed to offering KPC to K-12 entities statewide with a further commitment that all KPC sales be accurately and timely reported to KPC.

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

Notary Public
[seal of notary] My commission expires: _____