



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 or www.kpc4me.com

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

BID TYPE:	PREFERRED VENDOR
BID REFERENCE:	PV-STRUCTUREDCABLING-2023
BID PUBLIC NOTICE DATE:	January 20, 2023
BID OPENING DATE & TIME:	Monday, February 20, 2:00 PM, Eastern
BID CONTRACT PERIOD:	Award Date- September 30, 2024
BID CATEGORY:	Structured Cabling

BID PURPOSE: The Kentucky Educational Development Corporation (KEDC) Board of Directors, as the Legal Education Agency 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.

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STANDARD TERMS AND CONDITIONS

1. INSTRUCTIONS FOR RESPONDENTS: These standard terms and conditions along with the solicitation specific terms and conditions apply to all solicitations submitted. In the event of a discrepancy between the standard and solicitation specific terms, the solicitation 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 solicitation opening. Tabulations will be made by KPC staff and, after the Board or its designee has taken official action, will be posted to the above website.

KPC utilizes an online interface that creates a confidential and encrypted electronic submission. Submission requires that each respondent have an updated account. Instructions on how to register as a new vendor or update an existing account and complete the 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 responses and any attachments via the online application. No other form of submission (e.g., paper, telephone, facsimile, telegraph, mail, etc.) will be accepted. Responses submitted on company forms are subject to rejection. The respondent acknowledges that the respondent 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 invitation contact the KEDC Member Services Team by email at info@kpc4me.com 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 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 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 respondent.

A contract will be entered into by KEDC with only responsible respondents who possess the potential ability to perform successfully under the terms and conditions. Consideration shall be made for such matters as a respondent'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 responses to determine if the respondent meets the requirements or reasonableness, allocability, and allowability.

4. AUTHENTICATION OF RESPONSE AND STATEMENT OF NON-COLLUSION AND NON-CONFLICT OF INTEREST AND COMPLIANCE WITH THE KENTUCKY MODEL PROCUREMENT CODE: By my signature on the certification or by electronically submitting my response to this solicitation, I hereby swear or affirm under penalty of false swearing as provided by KRS 523.040:
- a. I am the respondent (if respondent is an individual), a partner in the respondent (if the respondent is a partnership), or an officer or employee of the submitting corporation having authority on its behalf (if the respondent is a corporation).
 - b. The costs quoted in the response are correct and have been arrived at by the respondent 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 solicitation, designed to limit independent competition.
 - c. The contents of this response have not been communicated by the respondent, or its employees, or agents to any person not an employee or agent of the respondent or its surety on any bond furnished with the response and will not be communicated to any such person prior to the official opening of the response. Respondent 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 respondent certifies that collusion is a violation of federal law and can result in fines, prison sentences and civil damage awards.
 - d. The respondent is legally entitled to enter 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.

- e. The KEDC collective procurement process is conducted consistent with KRS Chapter 45A:345 through 45A:460, the Model Procurement Code, and that the contents of this response and the actions taken by the respondent in preparing and submitting the response comply with the above referenced sections of the Model Procurement Code.

5. **CERTIFICATION REGARDING LOBBYING:** The respondent 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 respondent 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.
- d. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. The Respondent 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 KPC.

6. **CERTIFICATION CONCERNING DISBARMENT AND SUSPENSION:** The respondent 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 solicitation, the respondent 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 respondent 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 respondent 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 respondent further agrees to include a provision requiring such compliance in its lower tier covered transactions.

7. **ERROR IN SUBMISSION:** No submission may be altered or amended after the specified time and date set for the opening. The Board or its designee reserves the right to waive defects and informalities in response, to reject any or all submissions, or to accept any response as may be deemed to its interest. KPC may allow the withdrawal of a submission where there is a patent error on the face of the document, or where the respondent presents sufficient evidence, substantiated by worksheets, that the response was based upon an error in the formulation of the price.
8. **WITHDRAWAL OF SUBMISSION:** All submissions shall be valid for a period of thirty (30) days from the opening date to allow for tabulation, study, and consideration by the Board or its designee. The respondent may withdraw a submission, without prejudice, prior to the published opening date.
9. **ADDENDA:** KPC may issue addenda to the solicitation after its release.
10. **PROTEST PROCEDURES:** The Board or its designee shall have authority to determine protests and other controversies of actual or prospective respondents in connection with the solicitations or selection for award of a contract.

Any actual or prospective respondent, 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 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:

KEDC
ATTN: Chief Executive Officer
904 Rose Road
Ashland, KY 41102

The Board 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 Board shall be final and conclusive.

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:

- a. "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
- b. "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. **PRE-QUALIFICATION:** KPC reserves the right to pre-qualify any respondent, especially those that have not previously participated in the KPC program. Criteria for qualification shall include:
 - a. **Product Line:** The respondent shall provide proof that all items listed in the catalog are in stock or quickly obtained.
 - b. **Physical Facilities -** Respondent must have the warehouse facilities required to store safely and securely the products required by these specifications. KPC reserves the right to prequalify any or all respondents and to reject any respondent 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, always, comply with the United State Food, Drug, and Cosmetic Act as well as any State and Local Statute, Regulation or Ordinance where applicable.
 - c. **Financial Capacity -** The potential respondent shall have financing adequate to purchase items in the most economical quantities. References may be requested to document adequate financial capacity.
 - d. **Service Level -** If KPC does not have adequate historical data to determine the respondent's ability to comply with the service level requirement outlined in this solicitation, then three letters of reference from previous school district customers shall be provided.
 - e. **Past Performance –** The respondent 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. **REVIEW:** After the public opening of proposals received from the solicitation, KPC staff and member officials will review the results, develop a preliminary tabulation, and may contact the respondent for the purpose of clarification only.
14. **NON-ASSIGNABILITY OF AWARD:** Contractor shall not transfer any contract resulting from this solicitation to its successors or assigns without the prior, express approval of the Board or its designee.
15. **PIGGYBACK CLAUSE:** KPC reserves the right to extend the terms, conditions, and prices of the contractor to other Institutions who express an interest in participating in any contract that results from this solicitation. 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.

16. TRANSMITTAL OF ORDERS: KPC shall issue purchasing guidelines to members. The members will use formal purchase orders in ordering from the contractor. The successful respondent acknowledges that orders from KPC members transmitted from KPC's office on the member's behalf are acceptable. The successful respondent may use salespeople for in-person and/or telephone solicitation of orders in accordance with a mutually agreed schedule developed between the members and the contractor. The respondent shall accept orders electronically from KPC and/or members.
17. E-PROCUREMENT: KPC utilizes an e-procurement facilitation system for online ordering. Awarded contractors will be required to have an online presence in the KPC e-procurement catalog by either:
 - a. providing a list of items on a form furnished by KPC for catalog upload or,
 - b. establishing a cXML or punch out link between KPC and the awarded contractor's site.Catalog upload or punch out connections must be completed within 30 days of award notice.
18. QUANTITIES: It shall be understood that the contract will not obligate KPC or its members to purchase from the contractor.
19. WARRANTY: The contractor shall make available and honor all manufacturer's warranties, standard and extended, to all KPC members.
20. 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.
21. RECALLS: The contractor shall notify KPC and its members immediately of any product recalls and 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 contractor.
22. RETURNS: The contractor must provide a Return Material Authorization within 1 working day of the request by a KPC member. Materials must be restocked at no charge to the member (special order and custom crafted items excluded).
23. LIABILITY: The contractor 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 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 contractor, his servants or agents. The contractor will hold KPC and participating members harmless for all damages resulting from consumption of products delivered under this contract when such damages are attributed to foreign materials or other defects.

24. **ACCOUNTING PRACTICES:** During the life of any contract awarded resulting from this solicitation, the contractor must clearly demonstrate the capacity to provide accurate, reliable, and timely reports in terms of invoices, statements, credits, and usage data. Further, the contractor must demonstrate the ability and capability to provide 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. **ITEM SUBSTITUTION AND OUT-OF-STOCK BACK-ORDERS:** Substitutions require prior written authorization from the member. The contractor 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 contractor must receive written directions from the member on how to proceed (i.e., cancel, process, etc.).
26. **PENALTY:** The contractor agrees to provide total requirements as listed herein, thereby minimizing occurrences when a member may have to seek other interim product sources. One hundred percent (100%) of stock items are to be delivered within 10 business days; repeated failure to meet delivery timelines may be considered default.
27. **PRODUCT AND SAFETY INFORMATION:** The contractor shall provide upon request by any member, the most recent MSDS information sheets for any products delivered to said member. It is the contractor's responsibility to comply with all local, state, and federal product and safety regulations.
28. **VELOCITY REPORTS:** Velocity reports in an electronic format (Microsoft Excel, Access, or SQL) specified by KPC shall be issued to KPC upon request. The contractor shall compile velocity reports by member. The reports shall indicate purchasing entity, contractor item number, manufacturer item number, item description, and quantity and dollar value of each item sold. KPC may request procurement data from participating KPC members to verify velocity report accuracy.
29. **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 contractor 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 contract. The decision of KPC regarding suspension and/or termination is final.
30. **TERMINATION FOR CONVENIENCE:** KPC 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. 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 the contractor up to the time of termination but not including the 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).

31. **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 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 the contractor might during that sixty (60) day period may 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.
32. **DEMAND FOR ASSURANCES:** If KPC has reason to believe the contractor will be unable to perform under the contract, it may make a demand for reasonable assurances that the contractor will be able to timely perform all obligations under the contract. If the contractor is unable to provide such adequate assurances, then such failure shall be an event of default and grounds for termination of the contract.
33. **NOTIFICATION:** KPC will provide ten (10) calendar days written notice of default. Unless arrangements are made to correct the non-performance issues to KPC's satisfaction within ten (10) calendar days, KPC may terminate the contract by giving written notice, by registered or certified mail, of its intent to cancel this contract.
34. **ATTORNEY FEES:** If 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.
35. **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 procurement procedure
- 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 the contract provides for liquidated damages, said liquidated damages shall be in lieu of all other damages, including those enumerated.

36. SEVERABILITY: If any provision of the contract is determined by any court or governmental authority to be unenforceable, the parties intend that the contract 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.

37. OTHER CONDITIONS:

- a. The respondent is legally entitled to enter 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.
- b. KPC reserves the right to reject any and/or all submissions and to waive informalities. A contract, based on this sealed response, may or may not be awarded.
- c. The contractor shall comply and will comply with all local, state, and federal laws and regulations related to the contract and the rendering of goods and /or services.
- d. The contract shall be governed in all respects as to validity, construction, capacity, performance, or otherwise by the laws of the Commonwealth of Kentucky.
- e. Any suit, action or other proceeding regarding the execution, validity, interpretation, construction, or performance of this contract brought against KPC shall be filed in the Boyd County Circuit Court of the Commonwealth of Kentucky.
- f. Any suit, action or other proceeding regarding the execution, validity, interpretation, construction, or performance of this contract brought against any participating member shall be filed in the participating member's local jurisdiction.
- g. The contractor affirms conformance with the provisions of the Civil Rights Act of 1964 as amended.
- h. Kentucky Sales and Use Tax Certificate of Exemption Form will be issued upon request.
- i. The contractor shall provide access to KPC, 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.

- j. The contractor shall comply with all applicable cost principles, including but not limited to those set forth in 2 CFR § 225.
- k. The contractor 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).
- l. The contractor shall comply is and shall remain in compliance with all Federal Equal Employment Opportunity provisions. Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of “federally assisted construction contract” in [41 CFR Part 60-1.3](#) must include the equal opportunity clause provided under [41 CFR 60-1.4\(b\)](#), in accordance with Executive Order 11246, “Equal Employment Opportunity” ([30 FR 12319, 12935, 3 CFR Part, 1964-1965](#) Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at [41 CFR part 60](#), “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” (2 CFR §200 Appendix II (C))
- m. Where applicable, the contractor 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).
- n. Where applicable, the contractor 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).
- o. Where applicable, the contractor 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).
- p. Where applicable, the contractor agrees to comply with all 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.
- q. Where applicable, the contractor 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).
- r. Where applicable, the contractor agrees to abide by the federal requirements regarding “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. (2 CFR §200 Appendix II (F))
- s. The contractor acknowledges a non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. (2 CFR § 200.323)

- t. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems for the following.
 - i. Covered telecommunications equipment as described in [Public Law 115-232](#), section 889, produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - ii. Public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - iii. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - iv. Any telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. (2 § 200.216)
 - u. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). (2 § 200.322)
 - v. The contractor is and shall remain in compliance with all local, state, and national requirements for employee background checks.

STRUCTURED CABLING TERMS AND CONDITIONS

1. 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.
2. INSTRUCTIONS FOR RESPONDENTS: These solicitation specific terms and conditions along with the standard terms and conditions apply to all proposals submitted. Deviations or exceptions to the terms and conditions will not be accepted and are cause for rejection. In the event of a discrepancy between the standard and solicitation specific terms, the solicitation specific terms will govern.
3. PARTICIPATING MEMBER INSTITUTIONS: Any institution that is a member of KPC - hereinafter referred to as member or members - is eligible to utilize any resulting contract; however, this does not mean that all members will participate.

4. **CONTRACT PERIOD:** The bid contract is from the date of award to September 30, 2024. The contract may be extended on a bi-annual basis upon mutual agreement of KEDC and the successful respondent, not to exceed six 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 August 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.

5. **PRICING:** Contracts may be awarded to multiple bidders. Overall bid pricing may be adjusted up or down on an annual basis. Price adjustment requests must be received by October 15 to allow KEDC and its member districts to incorporate the pricing into the upcoming years Universal Service Fund (USF) applications. The request for price adjustment must include the manufacturer part number, vendor part number, description, current price, proposed price, and percentage change.

Interim price changes on specific items may be requested by the successful bidder monthly. Interim price changes 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 increase must include a copy of the manufacturers notice (on letterhead) along with the Item number, description, and price change for each item. Price changes received by the first of the month will take effect the first of the following month. Individual item prices may only be changed once per quarter.

All annual and interim price adjustments are to be provided electronically in a format determined by KEDC. KEDC reserves the right to reject any and/or all price adjustments.

Price decreases are always allowable. 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 contract period by all KPC members. All bid prices must include transportation and delivery charges to the KPC member location specified during ordering apart from emergency situations. Fuel surcharges and other similar charges are not permitted.

KEDC may request replacement and/or supplemental products that meet or exceed the minimum bid requirements. Replacement products shall be offered at a discount percentage equal to or greater than the original award. The successful respondent may also submit requests for replacement and

supplemental products. 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).

- 6. 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 respondent should provide the minimum discount percentage for each manufacturer listed in the secondary discount worksheet.
- 7. AWARD: After the review of the responses, the Board or its designee may award multiple contracts based on the criteria below.

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

- 8. 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.
- 9. 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.
- 10. ORDERING AND PAYMENTS: It is the responsibility of each KPC member to make payment to the respondent. Normally, education members pay bills only after approval from the member board.
- 11. 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 cannot 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 from 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.

12. 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.
13. TECHNICAL SUPPORT: The successful bidder must provide 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.
14. SPIN CHANGE: The awarded bidder agrees to allow any and all operational SPIN changes requested by KEDC or it's member schools and districts.

15. **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.
16. **CONTRACT 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: _____