

Green River Regional Educational Cooperative
Kentucky Educational Development Corporation
Northern KY Cooperative for Educational Services



Ohio Valley Educational Cooperative
Southeast/Southcentral Educational Cooperative
West Kentucky Educational Cooperative

KPC – KENTUCKY PURCHASING COOPERATIVES
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.kybuy.org

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

BID TYPE: Preferred Vendor Bid

BID REFERENCE: PV-CP-2012-03-OVEC
BID OPENING: Wednesday, February 8, 2012 – 10:00 a.m.
AWARDING OF BID: February 29, 2012
BID PERIOD: March 1, 2012 through June 30, 2012

BID ITEMS: Copy Paper

BID PURPOSE:

The Kentucky Educational Development Corporation (KEDC) Board of Directors, as the Legal Education Agency (LEA) for the Kentucky Purchasing Cooperatives (KPC) invites you to submit a sealed bid for Copy Paper that if accepted by the KEDC Board of Directors or its designee, establishes a PREFERRED VENDOR BID CONTRACT for the following KPC member school districts located in the OVEC region in accordance with the general conditions and detailed specifications of this bid.

OVEC Region

Anchorage School	Oldham County
Carroll County	Owen County
Eminence Independent	Shelby County
Franklin County	Spencer County
Gallatin County	Trimble County
Grant County	
Henry County	

SECTION I

INSTRUCTIONS FOR COMPLETING BID PROPOSAL

1. All bidders will use eSchoolMall's easyBid application to enter their bid responses (www.eschoolmall.com). In addition to responding to the bid online, we also require that bidders print and submit the following forms from the attachments on eSchoolMall or from the OVEC or KPC websites and return to OVEC ~ P.O. Box 1249 ~ Shelbyville, KY 40066 via regular mail prior to the bid opening:
 - a) Certification of Submission
 - b) Authentication of Bid Statement and Statement of Non-Collusion and Non-Conflict of Interest
 - c) Acknowledgement and Agreement to All Terms and Conditions
 - d) Certification of Disbarment and Suspension
 - e) Questionnaire
 - f) All bidders must submit a bid guarantee in the form of a Bid Bond for 10% of the total bid being submitted for consideration

Other forms bidders are asked to view from the web site, but do not have to be submitted include:

- Requirements of Contractors Doing Business with the Cooperative
- Maximum and Free & Open Competition
- KRS 45A.455 Conflict of Interest, Gratuities and Kickbacks, and Use of Confidential Information.

All of the above forms can be found online at the KPC website (www.kybuy.org) or the OVEC website (http://www.ovec.org/bid_program.cfm).

2. All bids will be opened electronically at the stated date and time. Bidders that submit bids can participate in the bid opening electronically. To participate in the bid opening online, logon to eschoolmall.com and go to the Vendor Response Tab and select the Award option. Then select the bid catalog of interest (once we open the bid you will be able to see the results in this area). Bid results are also available by contacting askaggs@ovec.org.
3. The contractor's price will include an administrative fee of two percent (2%) on all purchases made by members under this contract that the contractor will remit to KEDC on a quarterly basis (monthly at KEDC's discretion). The contractor will also compile and provide to KEDC a corresponding report showing all purchases made by members under this contract in a format provided by KEDC. The contractor will make all administrative fee payments to KEDC by the 25th of the succeeding month and all checks are to be made payable to KEDC and sent to KEDC, 904 Rose Road, Ashland, KY 41102-7104. In consideration of receiving a KPC PREFERRED VENDOR BID CONTRACT contractor agrees to report and pay KEDC's administrative fees for all sales to KEDC/KPC members even if orders are placed directly by the member to the contractor. The vendor may not add this or similar fees as a line item on the customer's invoice.
4. Manufacturer's or vendor's catalog numbers, trade names, etc., where shown on the bid document, are for descriptive purposes to guide the bidder in interpreting the standard of

quality, design, and performance desired, and shall not be construed to exclude proposals based on furnishing other types of materials. However, any substitutions or departure proposed must be clearly noted and described, otherwise it will be understood that the bidder intends to supply items mentioned in the bid document.

If the vendor is bidding a product different from the specifications (different case count or other unit of measure, or approved brand) as noted on the online bid document, the Bidder must indicate this by not checking the “bid as quoted” checkbox and enter a response note indicating the change the Bidder is making.

5. Bidders must submit by mail before the bid deadline, in a sealed envelope, items a through f outlined in Section 1, Item 1 and found at the end of these terms and conditions as an attachment on eSchoolMall or can be downloaded from www.ovec.org/bid_program.cfm or www.kybuy.org. Bidders then must print out the completed documents and mail to OVEC ~ P.O. Box 1249 ~Shelbyville, KY 40066 by the bid deadline.
6. Mail or deliver the required documents in a sealed envelope with the following information:
 - OVEC
 - KPC/Copy Paper
 - P.O. Box 1249
 - Shelbyville, KY 40066
7. All bid proposals must be submitted in strict accordance with Sections I, II, and the online bid document.

SECTION II

PROPOSAL REQUIREMENTS

Electronically sealed proposals will be received by KPC at the time specified in Section I of the Invitation to Bid using the eSchoolMall web site: <http://www.eschoolmall.com/>
Electronic proposals must be received on or before date and time stated on the web site. The time of the deadline is controlled by the eSchoolMall web site server's official time. A link to the official time is provided on the web site.

KEDC does reserve the right to reject any and all proposals and to waive any and all informalities. KEDC is not responsible for the bidder's inability to connect to the eSchoolMall's web site. All that is needed to connect to the web site is an Internet connection and an Internet browser (Explorer, Netscape, etc.).

1. **Contract Period:** The bid will be awarded for 4-months with the bid period beginning March 1, 2012 through June 30, 2012.
2. **Pricing:** Bid Contracts may be awarded to multiple bidders. Contract prices shall remain in effect for the entire contract term (4 months). Contract prices offering firm pricing for 120 days or greater; offering direct deliveries to each ordering location; and/or a competitive ceiling on prices for the balance of the 245 days after the 120 minimum effective price date, shall be considered and evaluated in accordance with bid awards. 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 marked to be served by the Bid Contract.

All bid prices must include transportation and delivery charges to the location (school district, KEDC, etc.). Fuel surcharges and other similar charges are not permitted. Replacement and/or supplemental products that meet or exceed the minimum bid requirements may be added to this contract at the sole discretion of KEDC. Replacement/supplemental products shall be offered at a discount equal to or greater than the original award. The bidder shall submit, on its letterhead the request to add products/services. The request shall be submitted by an authorized representative of the organization. KEDC is under no obligation to accept the offerings.

The bidder shall provide each item on this bid to all participating KPC members in the **OVEC Region** at the same price. Bidders MAY NOT submit multiple discount levels for the same product by KPC member.

Should an awarded bidder negotiate or bid a lower price for an item included in this bid with any KPC member, the bidder agrees to provide the product to all participating KPC members at the lower price. For example: Member A and Member B are both KPC members. Bidder then establishes a price with Member B for items that are on the KPC bid thru negotiation or a member bid that is lower than the bid price with KPC. The lower prices provided to Member B become the bid price for Member A and all KPC members.

3. **Correction of Mistakes:** Bidders are cautioned to re-check their bid for possible errors before submitting the document online. All quotations entered on the eSchoolMall system and “submitted” by the deadline are unavailable to the bidder to recall. Errors discovered after public opening cannot be corrected and bidder will be required to accept award if offered.
4. **Withdrawal of Bid:** All bids shall be valid for a period of thirty (30) days from the bid opening date to allow for tabulation, study, and consideration by the KEDC Board or its designee. A bidder may withdraw a bid after it has been submitted only if a written request is submitted and received prior to the expiration of the time during which bids may be submitted, without prejudice, by submitting a written request for its withdrawal to KEDC with the corresponding Bid Reference Number.
5. **Return Instructions for other online forms:**
 - A. The Bid Invitation Forms must be used without alterations.
 - B. The Bid Invitation Cover pages and Section I, Questionnaire, and bid bond shall be returned to KPC in a sealed envelope labeled “PV-CP-2012-03-OVEC.” Bidders can use the Reports function on eSchoolMall’s web site to receive a copy of the bid they submit online. Bidders may keep all documents for their files except that original copies of documents listed in Section 1, No. 1, a through e, must be sent to KPC by the bid deadline.
6. **Addendums:** KEDC may issue an addendum to the bid after the bid has been released. In no instance will an addendum be issued five (5) working days prior to the proposal opening. Any addendum issued must be returned to KPC by mail or private carrier service by the stated deadline.
7. **Quantities:** It shall be understood that any contract established as a result of this Bid Invitation will not obligate KEDC or its member school districts or schools to receive any quantity in excess of actual requirements. The quantities shown are estimates and result from actual or historical data.
8. **Product Safety and HACCP Information:** The successful bidder shall provide upon request by any member, the most recent MSDS information sheets for any products the bidder may deliver to said member. It is the bidder’s responsibility to comply with all local, state, and federal regulations. Contractor HACCP procedures are to be provided to KPC for publication on the KPC website and to KPC members upon request.
9. **Liability:** The contractor agrees to protect, defend, and save harmless KEDC and members from any suits or demands for payment that may be brought against it for the use of any patented material, process, article, or device that may enter into the manufacture, construction, or form a part of the work covered by either order or contract; and contractor further agrees to indemnify and save harmless KEDC and members from suits or actions of every nature and description brought against it for, or on account of any injuries or damages received or sustained by any party or parties by, or for any of the acts of the contractors, his servants or agents. The contractor will hold KEDC and its participating districts 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 contractor.

10. **Recalls:** The contractor shall notify KPC immediately of any products recalls. Any products that have been recalled and have been delivered shall be issued a credit and/or a comparable substitute immediately. All costs associated with voluntary and involuntary product recalls shall be borne by the contractor.
11. **Pre-qualification:** KPC reserves the right to pre-qualify a potential contractor, especially any firm that has not previously participated in the KPC bid program. Criteria for qualification shall include:
 - A. **Product Line** - The potential contractor shall provide proof that all items listed in Section IV are in stock or can be quickly obtained.
 - B. **Deliverability** - Bidder must demonstrate or has demonstrated to KPC the ability to promptly and efficiently deliver all the items on the bid list.
 - C. **Physical Facilities** - Bidder must have the warehouse facilities required to safely and securely store the products required by these specifications. Refrigeration facilities used for storing chilled and frozen products must meet recommendations of the Refrigeration Research Council. Delivery temperatures of frozen and chilled food shall be in compliance with AFDOS code as recommended by the Federal Food and Drug Administration. 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 associated with and necessary for the safe and sanitary storage and delivery of food items requested in these specifications. The facilities and operating practices must, at all times, be in compliance with the United State Food, Drug, and Cosmetic Act as well as any State and Local Statute, Regulation or Ordinance.
 - D. **Financial Capacity** - The potential contractor 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 contractor'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.
 - F. **Accounting Practices** - A potential contractor 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.

12. **Post-Bid Conference:** KEDC reserves the right to call a Post-Bid Conference to review the preliminary results with the bidders and to arrange for delivery date schedules for the member school districts.
13. **Review:** After the public opening of proposals received from the Bid Invitation, KPC staff and school officials will review the results, develop a preliminary tabulation, and may contact bidders for the purpose of clarification only. Bidders may also view the initial results of the bid online at eSchoolMall's web site.
- A. The low proposal will be checked for accuracy and meeting approved brands. All proposals shall/may be subject to verifications. If the errors on math and brands are within tolerance described in this section, the bottom line will be adjusted and, if the proposal is still the lowest, the proposal disclosure procedure will continue.
 - B. **Mathematical Accuracy of Proposals Offered:** Since the online bid will automatically calculate the extended price, errors in the unit price or in failing to note changes in the unit of measure will be counted against the bidder.
 - C. **Brand Indication and Specification Sheets.** Offering a proposal on a brand, which was not pre-approved, shall be cause for rejection of the proposal. Failure to write-in the brand name on the online Bid Form shall be cause for rejection of the proposal.
 - D. **Decimals.** Any mathematical calculation that involves decimals shall be treated as follows: a) All decimals shall be carried only two (2) places except for portion prices which shall be carried to a maximum of four (4) spaces.
14. **Award:** After the review of the bid proposals, the KEDC Board may accept one or more bid contracts based on the needs of the members. Multiple bid contracts may be accepted based on brand, districts served, and any other consideration in the interest of the members. A bidder whose bid proposal is accepted shall hereinafter be called contractor.

Contracts shall be awarded to the lowest vendor and best evaluated bid on all white paper (3 sizes) and a separate award for all color paper. Bids must meet all specifications and conditions of the bid. "All or None" bids will not be accepted nor considered. Awards shall be based upon the quality of merchandise and prices quoted as well as the ability of the bidder to meet the supply and delivery needs of the participating school districts.

15. **Service Level:** The vendor agrees to complete delivery of orders within a reasonable time frame (7 days upon receipt of order) unless a later delivery date was requested by the agency placing the order. The contractor shall fill all original orders at a monthly average of 97% or above on the scheduled delivery day. The remaining 3% shall be delivered on the next regularly scheduled delivery day. Failure to provide awarded items within a reasonable time frame may be construed by KPC of the vendor's default on the bid award. Disqualification will result in KPC removing the vendor from the list of qualified bidders for no less than 2 years.

16. **Usage Reports:** Usage reports in an electronic format (Microsoft Excel, Access, SQL, etc.) specified by KEDC shall be issued to KEDC quarterly by the 10th day of the next month.

Contractor shall compile usage reports by Cooperative, district, and school. Failure to

provide usage reports may be cause to remove the contractor from future bid participation. Since the usage report data is useful to both KEDC and the contractor, it is of benefit to both parties to share this information. KEDC will routinely request procurement data from participating members to verify usage report accuracy. KPC will not respond to any concerns of under utilization of product(s) unless it is receiving regular usage reports from the contractor in question.

17. **Deliveries:** All orders placed with an awarded vendor prior to July 1 shall be delivered to the ordering site no later than July 30. Ordering sites shall have the right to cancel any order made prior to July 1 that does not arrive by July 30. Vendors may require no more than a 120 case minimum of all white paper which can be ordered in assorted sizes. Color paper shall have no case minimum for delivery. Minimum requirements exceeding this are a bid violation and may cause the bid to be rejected.
18. **Delivery Procedures:** Drivers and helpers shall deliver merchandise into designated storage areas. Drivers or helpers shall not be required to store merchandise on shelves. Drivers may request the authorized school receiver to verify the accuracy of quantities delivered. Shortages, damages and substitutions shall be noted by the driver to the receiver and noted on the delivery ticket.
19. **Transmittal of Orders:** All purchase orders will be conducted online and submitted to the awarded bidder using eSchoolMall's web site.
20. **Customer Service Representative:** Contractor shall provide a customer service representative to service all participating KPC school districts. The customer service representative shall have the ability and authority to deal with credits, rebates, promotions, billing issues, quality issues, and communicate stocking issues.
21. **Product Specifications:** All paper must be acid-free, produced in the United States of America by American Mills, and meet the following target specifications: 4.7% Moisture; 4.0 MLS Caliper; 160 Smoothness; 88% Tappi Capacity; 2.2 Taber-MD Stiffness; 1.1 Taber-CD Stiffness; averages 10% post-consumer recycle content. Bidders are limited to bidding from the following list of Preferred Brands for items which have "Preferred or Equal" designated for Brand. Preferred Brands: Hammermill, Mead Chief, Badger, Xerographic, Hammermill Tidal DP, Carolina Xerocopy DP by Weyerhaeuser, Acclaim (Georgia Pacific), Nashua (by Mead), Mead Matrix, or Econosource. Any bidder wishing to bid a brand not listed as a preferred brand but is of equal quality, must provide OVEC with a sample case of the brand in question.
22. **Delivery of Non-Approved Brands:** Delivery of approved brands must be in the manufacturer's original standard packing bearing the manufacturer's trademark. Any partial cases must have the manufacturer's trademark on each product within the partial case. Unapproved substitutions will be immediately replaced at no expense to schools, districts or KPC. Delivery of non-approved brands shall be cause for termination of contract and removal of the vendor from the qualified bidders list for no less than two years.

23. **Returns:** The contractor must provide a Return Material Authorization within 1 working day of the request by KPC member for items not subject to HACCP guidelines. Returned materials shall be restocked at no charge to KPC member.
24. **Payments:** The awarded vendor shall set up direct billing for each district and independent district. Each school district and/or school shall be responsible for making payment to the contractor. Normally, school districts pay bills only after approval from their Board of Education, which meets monthly. Districts shall have the option of delivery and billing before or after July 1
25. **Warning and Termination of Contract:** KEDC may terminate the contract if the contractor fails to perform at the service level specified in the bid document. Contracts may be terminated at any time, on 30 days notice upon the mutual agreement of both parties or upon the discretion of KEDC, in a shorter period of time, if the terms of the contract are violated in any way. In the event of termination, the schools shall not be liable to any costs other than the cost of items delivered and accepted prior to the termination date. The contractor may terminate the contract if the school districts 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 letter to cancel contract.

In the event the physical facilities of the contractor are destroyed or a labor dispute makes performance under the terms of the contract impossible, the contractor shall not be held liable by KEDC or the school districts.

26. **Exclusivity:** Participating KPC members in the OVEC region agree to use the awarded contractor as an exclusive source for the various items and services as listed herein as well as for comparable substitutes and supplemental non-bid items. The only anticipated exceptions might be in time of emergency.
27. **Access to Records:** All contracts over \$10,000 awarded by KEDC shall include the right of KEDC, the Kentucky Department of Education, USDA, the Comptroller General of the United States, or any of their duly authorized representatives, to have unrestricted access to any books, documents, papers, records of the contractor which are directly pertinent to the awarded contract, for the purpose of making audit, examination, excerpts, and transactions.
28. **Audits:**
 - 1) KEDC reserves the right to make audits of a contractor's costs records for bid and non-bid or quoted items as follows:
 - a. Prior to award of contract
 - b. Following the allowed 6-month extension price change.

- c. An unscheduled audit one time during each 6-month bid period upon appropriate notice given to contractor.
 - 2) The contractor shall be given notice of the intent of the cooperative to conduct an audit a minimum of two weeks in advance.
 - 3) The contractor shall provide acceptable documentation as follows:
 - a. Manufacturer's invoices
 - b. Freight bills
 - c. Perpetual inventory records
 - d. Market bulletins (used for distributor manufactured items and inner company billing items when price change occurs).
29. **Prompt Payment Discount:** Bidder may provide a prompt payment percentage discount for invoice payments postmarked less than 30 days from the invoice date. The discount may take the form of either a deduction from the total invoice or a check in an amount equal to the same. (Example: 1% discount for invoices postmarked within 10 days of the invoice date.)
30. **Warranty:** Contractor shall make available and honor all manufacturer's warranties, both standard and extended, to KPC members.
31. **Non-assignability of Awarded Bid:** The bid award will be made only to the individual or entity which actually submits a bid. The awarded bid cannot be conveyed to an awarded bidder's successors or assigns without the prior, express approval of the KEDC Board of Directors or its designee.
32. **Contract Suspension:** KPC may, at its sole discretion, suspend a contractor for a period of up to 90 days to investigate alleged instances of breach of contract or non-compliance. The contractor is prohibited from accepting new orders from KPC members while suspended, however, orders already in process can be completed. If the contractor is found to be in breach of contract or non-compliance, the contract is rendered null and void. The contractor agrees that they have no legal recourse of any nature against KEDC, KPC, or its member entities except for payment of goods, supplies and services that are due for prior purchases which were permitted to be sold by the contractor under this bid. The decision of KPC regarding suspension and/or termination is final.
33. **Penalty:** The designated supplier(s) reciprocally agrees to provide total requirements as listed herein, thereby minimizing occurrences when a school district may have to seek other interim product sources. Failure to deliver 100% of the items on this list -- within 48 hours -- shall be considered a default.
34. **Other Conditions:**
 - A. Contractors shall comply with the Executive Order 11256, entitled, "Equal Employment Opportunity," as amended by Labor regulations (41 CFR Part 60).
 - B. Contractors shall be in compliance and will comply with any and all local, state, and federal laws and regulations related to this bid and the rendering of goods and /or services.

- C. This contract shall be governed in all respects as to validity, construction, capacity, performance, or otherwise by the laws of the Commonwealth of Kentucky.
- D. Contractors providing services under this bid invitation, herewith assure KEDC they are conforming to the provisions of the Civil Rights Act of 1964 as amended.
- E. Kentucky Sales and Use Tax Certificate of Exemption Form will be issued upon request.
- F. Contractor shall comply with applicable federal, state, and local laws and regulations pertaining to wages, hours, and conditions of employment. In connection with the contractor's performance of work under this contract, contractor agrees not to discriminate against any employee(s) or applicant(s) for employment because of race, color, national origin, age, sex, disability, or religious creed.
- G. In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400
- H. Contractor agrees to retain all books, records, and other documents to this agreement for three years after final payment. KEDC and its members, its authorized agents and/or state/or federal representatives shall have full access to, and the right to examine any or said materials during said period which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions. If the investigator or audit is in progress, records shall be maintained until stated matter is closed.
- I. Contractor shall comply will 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), which prohibit the use under non-exempt federal contracts, grants or loans of facilities included in the EPA list of violated facilities.
- J. Contractor shall comply 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).
- K. By signing this document, the contractor 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 contractor certifies that collusive bidding is a violation of federal law and can result in fines, prison sentences and civil damage awards.
- L. Prohibition against conflicts of interest, gratuities, and kickbacks: 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.
- M. 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, and KRS 42.990.

- N. The provisions of KRS 365.080 and KRS 365.090 which permit the regulation of resale price by contract, does not apply to sales to the State.
- O. The bidder is fully knowledgeable of KRS 45A.335-45A.490, Kentucky Model Procurement Code, including the provisions for violation of the Code. KRS 45A.455 prohibits conflicts of interest, gratuities, and kickbacks to employees of KEDC or member institutions in connection with contracts for supplies or services whether such gratuities or kickbacks are direct or indirect. KRS 45A.990 provides severe penalties for violations of the laws relating to gratuities or kickbacks to employees that are designed to secure a public contract for supplies or services.
- P. KEDC reserves the right to reject any and/or all bids and to waive informalities.

STATEMENT OF SUBMISSION

We have read all the conditions and requirements of the bid and have signed statements of Authentication, Non-Collusion, and Non-Conflict of Interest. We have submitted prices and agree to make delivery free of additional charges.

In submitting this bid, it is expressly agreed that, upon proper acceptance by the Kentucky Educational Development Corporation of any or all items bid, a contract shall thereby be created with respect to the items accepted.

Bidding Firm	Authorized Signature
Sales Contact Name	Printed Name of Authorized Signer
Sales Contact Email Address	Phone # (Toll Free – if applicable)
Fax # (Toll Free – if applicable)	Address
City, State, Zip	Date

AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION AND NON-CONFLICT OF INTEREST

I hereby swear or affirm under penalty of false swearing as provided by KRS 432.170:

- That 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);
- That the attached bid or bids covering Kentucky Purchasing Cooperatives 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.
- That 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 communicate to any such person prior to the official opening of the bid or bids.
- That the bidder is legally entitled to enter into the contracts with agencies of the Commonwealth of Kentucky and is not in violation of any prohibited conflict of interest, including those prohibited by the provisions of KRS 164.390, 61.092-61.096 and 42.990.
- That I have fully informed myself regarding the accuracy of the statements made above. [Any agreement of collusion among bidders or prospective bidders that restrains, tends to restrain, or is reasonably calculated to restrain competition by agreement to bid at a fix price, or to refrain from bidding, or otherwise, is prohibited.] Further I understand the provisions of KRS 365.080 and 365.090, which permit the regulation of resale price by contract, do not apply to sales to the State. Further, I understand that any person who violates any provisions of Kentucky revised Statutes 45.460 shall be guilty of a felony and shall be punished by a fine no less than \$5,000 no more than \$10,000 or be imprisoned not less than one year nor more than 5 years, or both fined and imprisoned. Any firm, corporation, or association that violates KRS 45.460 shall be fined no less than \$10,000 nor more than \$20,000.

**ACKNOWLEDGEMENT AND AGREEMENT TO ALL TERMS AND
CONDITIONS OF THE BID**

I hereby acknowledge that I have read and agree to all terms and conditions of the bid as provided by KEDC on eSchoolMall's web site.

I understand and accept as a condition of being awarded a bid that KEDC will assess an administrative fee of 2% on each purchase of items that may be awarded to my company.

I understand that I am able to obtain the bid results on the eSchoolMall web site after the bid has been opened by KPC. I also understand that I can obtain the bid award results from the eSchoolMall web site after the KEDC Board of Directors or its designee has approved the award recommendations and KEDC posts that information.

SIGNATURE: _____

PRINTED NAME: _____

COMPANY: _____

DATE: _____

CERTIFICATION OF DISBARMENT AND SUSPENSION

By signature below, I certify on behalf of the company and its key employees that neither the company nor its key employees have been proposed for debarment, debarred, or suspended by any Federal Agency.

PROPOSAL CERTIFICATION

I hereby certify with my signature below that costs quoted in this proposal are correct and that I have authority to obligate my company to perform under the conditions stated in the bid document in Sections I and II.

SIGNATURE: _____

COMPANY: _____

DATE: _____

VENDOR QUESTIONNAIRE

1. Will your company provide a customer service representative as stated in the bid requirements?
2. Can your company provide KEDC with utilization reports broken down by Cooperative, District, and School?
3. What is the normal delivery time once an order is placed?
4. What is your normal mode of delivery?
5. What is the additional fee (if any) for a lift-gate truck?
6. Length of period in days the bid price is valid from award date: _____
7. Number of drops per county and independent districts in a county: _____
8. Minimum number of cases of white paper _____ or pallets _____ per drop.
9. What are your normal business hours and days?
10. Contact Name for problems with orders:
11. Telephone Number and Extension of Contact Person:
12. Email Address of Contact Person:
13. Preference of Receiving Orders (Email or Fax):
14. We offer a Prompt Payment Discount for payment of bills of _____% for payment within _____ Days.

COMPANY: _____

SIGNATURE: _____

REQUIREMENT OF CONTRACTORS DOING BUSINESS WITH THE COOPERATIVE

The purpose of this policy is to set forth the expectations of the Kentucky Educational Development Corporation (KEDC) regarding all contractors' obligations to follow federal, state, and local laws and regulations while conducting business with KEDC.

Any contract between KEDC and a business or individual that calls for supplying KEDC with goods or services shall be governed in all respects as to validity, construction, capacity, performance, or otherwise by the laws of the Commonwealth of Kentucky.

All contractors providing goods or services to will assure they are conforming to the provisions of the Civil Rights Act of 1964 as amended. Further, contractors shall comply with the Executive Order 11256, entitled "Equal Employment Opportunity," as amended by Labor regulations (41 CFR Part 60); the Copeland Act (18 U.S.C. 874 as supplemented in the Department of Labor regulation (29 CFR part 3).

Contractors shall comply with all applicable federal, state, and local laws and regulations pertaining to wages, hours, and conditions of employment. Included in this provision is the compliance of contractors with the Contract Work House and Safety Standards Act (40 U.S.C. 327 et. Seq. and all applicable sections of the act and the Department of Labor's supplemental regulations (29 CFR parts 5 and 1926).

In connections with the contractor's performance of work under any contract or bid award offered, the contractor(s) shall agree not to discriminate against any employee(s) or applicant(s) for employment because of race, color, national origin, age, sex, religious creed, sex, and disability.

Finally, contractors holding contracts in excess of \$100,000 shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C.) 87 [h], and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et. Seq.); and, Executive Order 11738 and Environmental Protection Agency (EPA) regulations (40 CFR Part 15), which prohibit the use under non-exempt federal contracts, grants, or loans of facilities included in the EPA list of violated facilities.

Contracts with KEDC shall include the provision granting KEDC employees the right to access to the contractor's records.

MAXIMUM FREE & OPEN COMPETITION

It is the clear intention of the Kentucky Educational Development Corporation 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, OMB Circular A-110)

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 specific features of the named brand that must be met by bidders/offer's are clearly specified.

KEDC shall use procuring instruments such as fixed price contracts, cost reimbursable contracts, purchase orders, and incentive contracts, where appropriate and or required by state law and which promotes the best interest of KEDC and its programs and services. KEDC shall not use a "cost-plus-a-percentage-of-cost" method of contracting.

Contractors will be entered into by KEDC with only responsible contractors who possess the potential ability to perform successfully under the terms and conditions of a proposed procurement. Consideration shall be made for such matters as a contractor's integrity, record of past performance, financial and technical resources or accessibility to other necessary resources. KEDC may be required by federal grants to seek prior approval by the granting agency for purchases of an aggregate amount of \$5,000 or more in the event of receiving only one bid or proposal.

KEDC shall follow the principles of cost analysis in the review and evaluation of proposals or bids to determine if the bidder meets the requirements or reasonableness, allocability, and allowability.

KEDC shall for all purchases that exceed \$10,000 maintain procurement files that include the basis for contractor selection; justification for lack of competition when competitive bids or offers were not obtained; basis for award cost or price; and a system for contract administration so as to insure contractor conformance with the terms, conditions and specifications of the contract, and to ensure adequate and timely follow-up of all purchases.

KEDC shall follow all laws of the Commonwealth of Kentucky requiring bidding of goods or services in excess of \$10,000.

KRS 45A.455 CONFLICT OF INTEREST GRATUITIES AND KICKBACKS USE OF CONFIDENTIAL INFORMATION

1. It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract; or subcontract; and any solicitation or proposal therefore, in which to his knowledge:
 - a. He, or any member of his immediate family has financial interest therein; or
 - b. A business or organization in which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner, or employee, is a party; or
 - c. Any other person, business or organization with whom he or any member of this immediate family is negotiating or has an arrangement concerning prospective employment is a party. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigations, auditing, or in any other advisory capacity.
2. It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee, or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment, in connection with any decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling or other determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract and any solicitation or proposal therefore.
3. It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.
4. The prohibition against conflicts or interests and gratuities and kickbacks shall be conspicuously set forth in every local public agency written contract and solicitation therefore.
5. It shall be a breach of ethical standards for any public employee or former employee knowingly to use confidential information for his actual anticipated personal gain, or the actual or anticipated personal gain of any other person.

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 letter to cancel contract.