



OHIO VALLEY EDUCATIONAL COOPERATIVE (OVEC)  
 100 ALPINE DRIVE, P.O. BOX 1249, SHELBYVILLE, KY 40066  
 PHONE: 502-647-3533 FAX: 502-647-3581  
[www.ovec.org](http://www.ovec.org)

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

BID TYPE: **Preferred Vendor Bid (Fixed Price Contract)**

BID REFERENCE: **PV-OVEC-CP-2019-03**  
 BID OPENING: **Thursday, February 14, 2019 at 10:00 a.m.**  
 AWARDING OF BID: **February 27, 2019**  
 BID PERIOD: **March 1, 2019 through August 31, 2019**

BID ITEMS: **Copy Paper**

**BID PURPOSE:**

The Ohio Valley Educational Cooperative (OVEC) Board of Directors invites you to submit a sealed bid for Copy Paper, that if accepted by the OVEC Board of Directors or its designee, establishes a PREFERRED VENDOR BID CONTRACT for OVEC and the following member school districts located in the OVEC region in accordance with the general conditions and detailed specifications of this bid.

- |                      |                |
|----------------------|----------------|
| Anchorage School     | Henry County   |
| Carroll County       | Oldham County  |
| Eminence Independent | Owen County    |
| Franklin County      | Spencer County |
| Gallatin County      | Trimble County |

1. **Instructions for Bidders:** These general terms and conditions along with the bid specific terms and conditions apply to all bids submitted. Any deviations or exceptions are to be explained as a part of the bid proposal. OVEC may, at its discretion, accept or reject any or all deviations or exceptions proposed. In the event of a discrepancy between the standard and bid specific terms the bid specific terms will govern.

The public notice for this invitation, the invitation itself, and any addendums can be viewed, downloaded, or printed from the Internet at [www.ovec.org](http://www.ovec.org) under the bid information tab. Bid tabulations will be made by OVEC staff and, after the Board or its designee has taken official action, will be posted to the above website.

2. Sealed bids will be received at the OVEC office, P.O. Box 1249, 100 Alpine Drive, Shelbyville, Kentucky 40066 until 10:00 a.m. on Thursday, February 14, 2019. Bids received after that time will be returned, unopened to the appropriate bidder. Postmarks and dating of documents will not be given consideration in case of late bids. OVEC shall assume no responsibility for any delay as a result

of mails failing to be delivered on time. If, however, a deliverer, UPS, Federal Express, US Air, etc. can provide documented proof as evidence by the signature of an OVEC employee that substantiates the claim the bid was delivered to the proper place prior to the time and date set for the bid opening and, through fault of OVEC personnel, the bid did not get to the proper authority, the bid will be considered. All bids which are in order, properly signed, etc., shall be opened and read aloud at this time. Any interested parties may attend the opening. Telegraphic or facsimile bids are prohibited. Any bid received electronically shall be considered a non-responsive bid.

Mail or deliver bids in a sealed envelope with the following information:

OVEC - Copy Paper Bid  
P.O. Box 1249  
100 Alpine Drive  
Shelbyville, KY 40066

3. **Clarification:** This Invitation for Bid is issued by the Ohio Valley Educational Cooperative on behalf of its member districts. All inquiries, clarifications, or interpretations regarding this bid should be directed in an email at [askaggs@ovec.org](mailto:askaggs@ovec.org). PLEASE DO NOT CONTACT MEMBERS.

Responses to inquiries that affect the content of this bid will be provided in writing to all recipients of the bid and posted on the website [www.ovec.org](http://www.ovec.org). It is the responsibility of each Bidder to inquire about any aspect of the bid that is not fully understood or is believed to be susceptible to more than one interpretation. OVEC will accept only emailed inquiries regarding this bid until February 6, 2019, in order for a reply to reach all Bidders before the bid closes and to give bidders ample time to respond to any Addenda. Any information given to a prospective Bidder concerning the bid will be furnished to all prospective Bidders as an Addendum to the BID if such information is necessary or if the lack of such information would be prejudicial to uninformed Bidders.

The bidder acknowledges that the bidder has read this invitation, understands it, and agrees to bind by its terms and conditions.

4. Bidders must provide the manufacturer brand name, vendor order or part number and the price of each item. If the vendor is bidding a product different from the specifications (different case count or other unit of measure, or approved brand), the Bidder must indicate this in the item notes indicating the change the Bidder is making.
5. **Correction of Mistakes:** Bidders are cautioned to re-check their proposal for possible errors before submitting to OVEC. OVEC will not accept any alterations or corrections, including signatures, once the bid opens. Errors discovered after public opening cannot be corrected and bidder will be required to accept a bid contract if offered.
6. **Error in Bid:** No bid will be altered, or amended after the specified time and date set for the bid opening. The OVEC Board or its designee reserves the right to waive defects and informalities in bids, to reject any or all bids, or to accept any bid as may be deemed to its interest. OVEC may allow the withdrawal of a bid where there is a patent error on the face of the bid document, or where the bidder presents sufficient evidence, substantiated by bid worksheets, that the bid was based upon an error in the formulation of the bid price.
7. **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 OVEC 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 OVEC with the corresponding Bid Reference Number.

8. **Addenda:** OVEC may issue addenda to the bid after the bid has been released. Any addenda issued must be returned to OVEC by the stated deadline.
9. **Review:** After the public opening of proposals received from the Bid Invitation, OVEC staff and member officials will review the results, develop a preliminary tabulation, and may contact bidders for the purpose of clarification only.
10. **Bid Protest Procedures:** The OVEC Board of Directors or its designee shall have authority to determine protests and other controversies of actual or prospective bidders in connection with the solicitations or selection for award of a contract.

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

**Chief Executive Officer  
OVEC  
P.O. Box 1249  
Shelbyville, KY 40066**

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

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

11. **Transmittal of Orders:** The members will use formal purchase orders in ordering from the awarded bidder.
12. **Quantities:** It shall be understood that any contract established as a result of this Bid Invitation will not obligate OVEC 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.
13. **Warranty:** The successful bidder shall make available and honor all manufacturer's warranties, both standard and extended, to all OVEC members.
14. **Recalls:** The bidder shall notify OVEC and its members immediately of any product recalls. The bidder will issue a credit or comparable substitute for any delivered, recalled product at the member's discretion. All costs associated with voluntary and involuntary product recalls shall be borne by the bidder.
15. **Penalty:** The bidder agrees to provide total requirements as listed herein, thereby minimizing occurrences when a member may have to seek other interim product sources.
16. **Liability:** The bidder agrees to protect, defend, and save harmless OVEC 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 bidder further agrees to indemnify and save harmless

OVEC and members from suits or actions of every nature and description brought against it for, or on account of any injuries or damages received or sustained by any party or parties by, or for any of the acts of the bidders, his servants or agents. The bidder will hold OVEC and participating members harmless for any and all damages resulting from consumption of products delivered under this contract when such damages are attributed to foreign materials or other defects in products delivered by the awarded bidder.

17. **Accounting Practices** - During the life of any contract awarded as a result of this bid, the successful bidder must clearly demonstrate the capacity to provide accurate, reliable, and timely reports in terms of invoices, statements, credits, and usage data. Further, they must demonstrate the ability and capability to provide any and all data necessary to accomplish an accurate and time efficient audit of cost on items being purchased under the cost process. Discounts, rebates and credits shall be clearly identified on each invoice to OVEC members.
18. **Contract Suspension**: OVEC may, at its sole discretion, suspend a bidder for a period of up to 90 days to investigate alleged instances of material breach of contract or material non-compliance. The successful bidder is prohibited from accepting new orders from OVEC and its members while suspended. However, the bidder may complete orders already in process. Breach of contract, default, or non-compliance, the contract is rendered null and void. The awarded bidder agrees that they have no legal recourse of any nature against OVEC or member entities except for payment of goods, supplies and services that are due for prior purchases sold under the awarded contract. The decision of OVEC regarding suspension and/or termination is final.
19. **Termination for Convenience**: OVEC reserves the right to terminate any contract at any time, in whole or in part, by thirty (30) day written notice to Contractor. Upon receipt by the Contractor of the "notice of termination", the Contractor shall discontinue all services with respect to the applicable contract. OVEC or the participating member, after deducting any amount(s) previously paid, shall pay for all services rendered or goods supplied by the Contractor, as well as any reasonable costs incurred by Contractor up to the time of termination but not including Contractor's loss of profit. The cost of any agreed upon services provided by the Contractor will be calculated at the agreed upon rate prior to "notice of termination" and a fixed fee contract will be pro-rated (as appropriate).
20. **Termination for Non-performance (Default)**: OVEC may terminate the resulting contract for non-performance, as determined by OVEC, 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 the School district is not in its best interest, or failure to comply with the terms of this contract;
  - b) Failing to keep or perform, within the time period set forth herein, or violation of, any of the covenants, conditions, provisions or agreements herein contained;
  - c) Adjudicating as a voluntarily bankrupt, making a transfer in fraud of its creditors, filing a petition under any section from time to time, or under any similar law or statute of the United States or any state thereof, or if an order for relief shall be entered against the Contractor in any proceeding filed by or against contractor thereunder. In the event of any such involuntary bankruptcy proceeding being instituted against the Contractor, the fact of such an involuntary petition being filed shall not be considered an event of default until sixty (60) days after filing of said petition in order that Contractor might during that sixty (60) day period have the opportunity to seek dismissal of the involuntary petition or otherwise cure said potential default; or

- d) Making a general assignment for the benefit of its creditors, or taking the benefit of any insolvency act, or if a permanent receiver or trustee in bankruptcy shall be appointed for the Contractor.

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 OVEC or the school districts.

21. **Demand for Assurances:** In the event OVEC has reason to believe Contractor will be unable to perform under the Contract, it may make a demand for reasonable assurances that Contractor will be able to timely perform all obligations under the Contract. If Contractor is unable to provide such adequate assurances, then such failure shall be an event of default and grounds for termination of the Contract.
22. **Notification:** OVEC will provide ten (10) calendar days written notice of default. Unless arrangements are made to correct the non-performance issues to the school district's satisfaction within ten (10) calendar days, the School district may terminate the contract by giving forty-five (45) days notice, by registered or certified mail, of its intent to cancel this contract.
23. **Attorney's Fee:** In the event that either party deems it necessary to take legal action to enforce any provision of the contract, and in the event OVEC prevails, the Contractor agrees to pay all expenses of such action, including attorney's fees and costs at all stages of litigation.
24. **Compensable Damages for Breach:** The Contractor agrees that the following items shall be included as compensable damages for any breach of a contract with OVEC.
  - Replacement costs.
  - Cost of repeating the competitive bidding procedure expenses.
  - 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 OVEC for any other damages occasioned by the Contractor's breach of a contract. However, in cases where contract provides for liquidated damages, said liquidated damages shall be in lieu of all other damages, including those enumerated.

25. **Product Protection Guarantees:** Members have automatic product protection recourse against suppliers for products that are misrepresented. According to federal regulations, the supplier whose name and address appear on the package is the responsible party. Awarded bidders are expected to take immediate action to correct any situation in which product integrity is violated.
26. **Other Conditions:**
  - a) The bidder 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.
  - b) This contract shall be governed in all respects as to validity, construction, capacity, performance, or otherwise by the laws of the Commonwealth of Kentucky.
  - c) Any suit, action or other proceeding regarding the execution, validity, interpretation, construction, or performance of this agreement brought against OVEC shall be filed in the Shelby County Circuit Court of the Commonwealth of Kentucky.

- d) Any suit, action or other proceeding regarding the execution, validity, interpretation, construction, or performance of this agreement brought against OVEC member district shall be filed in the member district's local jurisdiction.
- e) The bidder assures OVEC they are conforming to the provisions of the Civil Rights Act of 1964 as amended.
- f) Kentucky Sales and Use Tax Certificate of Exemption Form will be issued upon request.
- g) The bidder shall provide access to the grantee, the sub grantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the bidder which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions (7 CFR § 3016.36). Such access shall be used to ensure compliance with all applicable Federal and state statutes, regulations and rules including but not limited to cost principles set forth in 2 CFR § 225.
- h) The awarded bidder shall comply with all applicable cost principles, including but not limited to those set forth in 2 CFR § 225.
- i) The bidder shall retain all required records for three years after grantees or sub grantees make final payments and all other pending matters are closed (7 CFR § 3016.36).
- j) The U.S. Department of Agriculture (USDA) prohibits discrimination against its customers, employees, and applicants for employment on the basis of race, color, national origin, sex, age, disability, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or if all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the Department.
- k) The bidder is and shall remain in compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).
- l) The bidder is and shall remain in compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5).
- m) The bidder is and shall remain in compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5).
- n) The awarded firm agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. and the Federal Water Pollution Control Act as amended 33 U.S.C. §§ 1251 et seq. The Contractor agrees to report each violation to the USDA and the appropriate EPA Regional Office.
- o) The bidder is and shall remain in compliance with all mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- p) By submitting this document, the bidder certifies that this response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a response. For the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. The bidder acknowledges that collusive bidding is a violation of federal law and can result in fines, prison sentences and civil damage awards.
- q) The bidder is legally entitled to enter into contracts with agencies of the Commonwealth of Kentucky and is not in violation of any prohibited conflict of interest, including those prohibited by provisions of KRS 164.390, KRS 61.092-61.096, KRS 42.990, KRS 45A.335-490. Any employee

or official of OVEC or member institution, elective or appointive, who shall take, receive, or offer to take or receive, either directly or indirectly, any rebate, percentage of contract, money, or things of value as an inducement or intended inducement, or in the procurement of business, or the giving of business, for or to or from, any person, or in open market seeking to make sales to the membership shall be deemed guilty of a felony and upon conviction such person or persons shall be subject to punishment or fine in accord with state and/or federal laws.

- r) 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.
- s) OVEC reserves the right to reject any and/or all bids and to waive informalities. A contract, based on this sealed bid, may or may not be awarded.

### **Bid Specific Terms and Conditions**

Sealed proposals will be received by OVEC at the time specified in the Invitation to Bid.

OVEC does reserve the right to reject any and all proposals and to waive any and all informalities.

1. **Contract Type:** This is a fixed price contract. It provides for the fulfilling all actual purchase requirements of copy paper from the successful bidder(s) during the contract period. Actual quantities and delivery times will be on a basis of timely orders placed by member districts and schools of OVEC.
2. **Contract Period:** The bid will be awarded for 6-months with the bid period beginning March 1, 2019 through August 31, 2019.
3. **Pricing:** Bid Contracts may be awarded to multiple bidders. Contract prices shall remain in effect for the entire contract term (6 months). Contract prices offering firm pricing for 6 months or greater; offering direct deliveries to each ordering location; and/or a competitive ceiling on prices for the balance of the 6 months, 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 served by the contract.

All bid prices must include transportation and delivery charges to the location (school district, OVEC, 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 OVEC. 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. OVEC is under no obligation to accept the offerings.

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

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

4. **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. Successful bidder HACCP procedures are to be provided to OVEC for publication on the OVEC website and to OVEC members upon request.
5. **Payments:** Each school district and/or school shall be responsible for making payment to the bidder. School districts are only permitted to pay bills after receiving approval from their respective Boards of Education which meet monthly. Districts shall have the option of delivery and billing before or after July 1.
6. **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: Hammermill, Mead Chief, Badger, Xerographic, Hammermill Tidal DP, Carolina Xerocopy DP by Weyerhaeuser, Acclaim (Georgia Pacific), Nashua (by Mead), Mead Matrix, Econosource, Neenah, Comet or Fascopy. 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 by **February 4, 2019**.

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 bid document, the Bidder must indicate this by entering a response note indicating the change the Bidder is making.

7. **Delivery of Non-Approved Brands:** Delivery of non-approved brands shall be cause for termination of contract.
8. **Service Level:** Successful bidder 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 OVEC of the vendor's default on the bid award. Disqualification will result in OVEC removing the vendor from the list of qualified bidders for no less than 2 years.
9. **Deliveries:** The successful bidder must schedule a delivery time with each ordering site. Ordering sites shall have the right to cancel any order that is not delivered within the scheduled delivery time. 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.
10. **Delivery Procedures:** A liftgate truck will be required for deliveries to OVEC and member districts except Oldham County, Oldham County has a dock and forklift. 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.

11. **Post-Bid Conference:** OVEC 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.
12. **Award:** The bid may be awarded to multiple bidders based on the needs of the members. The bid will be awarded to the responsive/responsible bidder that submits the lowest responsive bid on all white paper (3 sizes) and a separate award for all color paper. OVEC member districts participating in the contract agree to purchase all items on the bid from the successful bidder(s) exclusively. In determining whether a responsive bidder is also a responsible bidder, OVEC reserves the right to pre-qualify a potential bidder, especially any firm which has not previously participated in the OVEC bid program. Criteria for qualification shall include:
  - A. Product Line - The potential bidder shall provide proof that it can provide all bid items attached hereto.
  - B. 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. OVEC 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.
  - C. Financial Capacity - The potential bidder shall have financing adequate to purchase items in the most economical quantities. References may be requested to document adequate financial capacity.
  - D. Service Level - If OVEC does not have adequate historical data to determine the bidder's ability to comply with the service level requirement outlined in this bid invitation, then three letters of reference from previous school district customers shall be provided.
  - E. Past Performance – The bidder must demonstrate an acceptable level of past performance under previously awarded contracts including conformance to contract requirements, industry standards of performance, reasonable and cooperative behavior, commitment to customer satisfaction, and record of integrity and business ethics.
13. **Non-Assignability of Awarded Bid:** The successful bidder cannot convey this contract to its successors or assigns without the prior, express approval of the OVEC Board of Directors or its designee.
14. **Administrative Fee:** The awarded bidder(s) will pay an administrative fee of two percent (2%) on all purchases made by OVEC and its member districts under this contract. The contractor will compile a report showing all purchases made by OVEC and member districts under this contract in an excel file

or other agreeable format and submit to OVEC no later than October 31, 2019. OVEC will review the report and verify district purchases and provide awarded bidder(s) with an invoice for the administrative fee. The contractor will make all administrative fee payments to OVEC by the 25th of the succeeding month and all checks are to be made payable to OVEC and sent to OVEC, P.O. Box 1249, Shelbyville, KY 40066. In consideration of receiving an OVEC PREFERRED VENDOR BID CONTRACT contractor agrees to report and pay OVEC's procurement fees for all sales to OVEC members. The vendor may not add this or similar fees as a line item on the customer's invoice.

15. **Customer Service Representative:** Bidder shall provide a customer service representative to service OVEC and all school districts in the OVEC Region. The customer service representative shall have the ability and authority to deal with credits, rebates, promotions, billing issues, quality issues, and communicate stocking issues.
16. **Prompt Payment Discount:** Bidder may provide a prompt payment percentage discount to the district 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 district invoice or a check in an amount equal to the same payable to the district. (Example: 1% discount for invoices postmarked within 10 days of the invoice date.)

**AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION AND NON-CONFLICT OF INTEREST  
AND COMPLIANCE WITH THE KENTUCKY MODEL PROCUREMENT CODE:**

By my signature, I hereby swear or affirm under penalty of false swearing as provided by KRS 523.040:

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

The costs quoted in the bid response are correct and have been arrived at by the bidder independently and have been submitted without collusion and without agreement, understanding, or planned common course of action, with any vendor of materials, equipment, or services described in the invitation to bid, designed to limit independent bidding or competition.

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

The Ohio Valley Educational Cooperative collective bidding process is conducted consistent with KRS Chapter 45A.345 through 45A.460, the Model Procurement Code and that the contents of the bid proposal and the actions taken by the bidder in preparing and submitting the bid proposal are in compliance with above sections of the Model Procurement Code.

The bidder is legally entitled to enter into contracts with agencies of the Commonwealth of Kentucky and is not in violation of any prohibited conflict of interest, gratuities and kickbacks including those prohibited by the provisions of the Model Procurement Code (KRS Chapter 45A). Any employee or official of OVEC 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.

SIGNATURE: \_\_\_\_\_

COMPANY: \_\_\_\_\_

DATE: \_\_\_\_\_

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

I hereby acknowledge that I have read and agree to all terms and conditions of the bid as provided by OVEC.

I understand that I can obtain the bid award results from the OVEC website site after the OVEC Board of Directors or its designee has approved the award recommendations and OVEC posts that information.

SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

COMPANY: \_\_\_\_\_

DATE: \_\_\_\_\_

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**CERTIFICATION CONCERNING DISBARMENT AND SUSPENSION**

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

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

I certify on behalf of myself, the company and its key employees that I, the company, or its key employees have not been proposed for debarment, debarred, or suspended by OVEC, the Commonwealth of Kentucky, or any Federal Agency and are not listed on the Excluded Parties List System provided by the United States Government General Services Administration at [www.epls.gov](http://www.epls.gov).

SIGNATURE: \_\_\_\_\_

COMPANY: \_\_\_\_\_

DATE: \_\_\_\_\_

## CERTIFICATION DISCLOSURE OF LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. 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.
2. 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.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

PRINTED NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

COMPANY: \_\_\_\_\_

DATE: \_\_\_\_\_

**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 Ohio Valley Educational Cooperative 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

**VENDOR QUESTIONNAIRE**

1. Will your company provide a customer service representative as stated in the bid requirements?
  
2. What is the normal delivery time once an order is placed?
  
3. What is your normal mode of delivery?
  
4. Length of period in days the bid price is valid from award date: \_\_\_\_\_
  
5. Minimum number of cases of white paper \_\_\_\_\_ or pallets \_\_\_\_\_ per drop.
  
6. What are your normal business hours and days?
  
7. Contact Name for problems with orders:
  
8. Telephone Number and Extension of Contact Person:
  
9. Email Address of Contact Person:
  
10. Preference of Receiving Orders (Email or Fax):
  
11. We offer a Prompt Payment Discount for payment of bills of \_\_\_\_\_% for payment within \_\_\_\_\_ Days.

COMPANY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

## **MAXIMUM FREE & OPEN COMPETITION**

It is the clear intention of the Ohio Valley Educational Cooperative 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 CFR135)

OVEC 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 OVEC 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 OVEC 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.

OVEC 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 OVEC and its programs and services. OVEC shall not use a "cost-plus-a-percentage-of-cost" method of contracting.

A contract will be entered into by OVEC with only responsible bidders 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 bidder's integrity, record of past performance, financial and technical resources or accessibility to other necessary resources. OVEC 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.

OVEC 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.

OVEC shall for all purchases that exceed \$10,000 maintain procurement files that include the basis for bidder 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 bidder conformance with the terms, conditions and specifications of the contract, and to ensure adequate and timely follow-up of all purchases.

OVEC 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 successful bidder 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.

## VENDOR RESPONSE FORM

LINE #	DESCRIPTION	PURCHASE UNIT	ESTIMATED QUANTITY	MANUFACTURER & PRODUCT NUMBER	ITEM NOTES	BID PRICE PER CASE	TOTAL BID
1	Paper, Xerographic, White, 8.5" x 11"	10 - 500 Sheet Reams	10,022				
2	Paper, Xerographic, White, 8.5" x 11", 3 Hole Punched	10 - 500 Sheet Reams	21				
3	Paper, Xerographic, White, 8.5" x 14"	10 - 500 Sheet Reams	25				
4	Paper, Xerographic, White, 11"x 17"	5 - 500 Sheet Reams	42				
5	Paper, Xerographic, Colored, 8.5"x 11" (list colors available)	10 - 500 Sheet Reams	359				
6	Paper, Xerographic, Colored, Brights, 8.5" x 11" (list colors available)	10 - 500 Sheet Reams	210				

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
SIGNATURE

## Copy Paper Estimated Quantities 2019

DISTRICT	8.5" X 11" White	8.5" x 11" White 3 hole punched	8.5" x 14" White	11" x 17" White	8.5" x 11" Colored	8.5" x 11" Bright Colored	No. of Deliveries (Drops)	Delivery Notes
Anchorage Independent	136	13	0	8	33	8	1	Liftgate & electric pallet jack and call to schedule delivery between 7-2:30.
Carroll County	840		2		16	6	1	Liftgate and or pallet jack to move skids to end of truck - district has forklift.
Eminence Independent	169				2		2	Liftgate
Franklin County	1925	5	10	17	25		14	Liftgate
Gallatin County	306		2	10	10	10	5	Liftgate
Henry County	569				1	3	5	Liftgate
Oldham County	3720	3	0	2	200	100	1	We have a forklift and will unload with notice - delivery before July 1
Owen County	847	0	0	0	32	23	4	Liftgate
Spencer County	1200	0	10	5		55	3	Liftgate
Trimble County	150		1		40	5	1	Liftgate
OVEC	160						1	Liftgate and scheduled delivery
TOTAL	10022	21	25	42	359	210		