

KPC – KENTUCKY PURCHASING COOPERATIVES
KEDC – GRREC – NKCES – SE/SC
KENTUCKY EDUCATIONAL DEVELOPMENT CORPORATION (KEDC)
904 ROSE ROAD, ASHLAND, KY 41102-7104
Bidding Department (606) 928-0205
www.kedc.org or www.kybuy.org

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

BID TYPE: PREFERRED VENDOR

BID REFERENCE: PV-SC-2009-07

BID PUBLIC NOTICE DATE: November 25, 2008

BID OPENING TIME, DATE: December 23, 2008

BID CONTRACT START DATE: July 1, 2009

BID ITEMS: DATA DISTRIBUTION, DATA PROTECTION,
VIDEO COMPONENTS, CABLING CONNECTORS, CIRCUIT
CARDS/COMPONENTS

BID PURPOSE:

The Kentucky Educational Development Corporation (KEDC) Board of Directors, as the Legal Education Agency (LEA) for the Kentucky Purchasing Cooperatives (KPC) solicits a sealed bid for **DATA DISTRIBUTION, DATA PROTECTION, VIDEO COMPONENTS, CABLING CONNECTORS, AND CIRCUIT CARDS/COMPONENTS** (hereinafter referred to as Structured Cabling) that would, if accepted by the KEDC Board of Directors or its designee, establish a PREFERRED VENDOR BID CONTRACT, with the general and detailed terms, conditions, and specifications contained in this bid document, to provide member institutions the right to purchase goods and services at fixed prices from a specific list of items contained herein and other items in general at fixed percentage discount off catalog prices provided as part of the bid proposal. Said contracts shall hereinafter be referred to as the Bid Contract.

CLARIFICATION:

For clarification or additional information relative to this Invitation contact the **KEDC Bidding Department** by email at bidding@kybuy.org or phone (606) 928-0205. **PLEASE DO NOT CONTACT SCHOOL DISTRICTS.**

GENERAL CONDITIONS AND INSTRUCTIONS FOR BIDDERS:

These General Conditions and Instructions apply to all bids submitted. Any deviations or exceptions are to be explained as a part of the bid proposal.

Bids must be received at the KEDC office at 904 Rose Road, Ashland, KY 41102-7104, no later than the specified bid opening time and date. **Faxed submissions will NOT be accepted. Bids received after the time designated for the bid opening will be returned to the bidder unopened.** Bids should be sealed in an envelope and clearly marked “KPC SEALED BID ENCLOSED”. KEDC and the participating bidding institutions cannot assume responsibility for any delay as a result of failure of the mail or delivery services to deliver bids on time. (Please note that FED EX does not guarantee delivery time to KEDC because they classify KEDC as being in a rural area.)

The public notice for this invitation, the invitation itself, and any addendums can be viewed, downloaded, or printed from the Internet at www.kybuy.org or www.kedc.org beginning on the bid public notice date and until the time and date specified for the bid opening. Bid tabulations will be made by KEDC staff and, after the Board has taken official action, will be posted to the KEDC internet site.

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

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

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 costs quoted in the attached bid or bids responding to the Kentucky Educational Development Corporation Invitation to Bid 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;

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 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);

That I understand the Kentucky Educational Development Corporation collective bidding process is conducted consistent with KRS Chapter 45A, 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 KRS Chapter 45A, the Model Procurement Code.

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

CERTIFICATION CONCERNING DISBARMENT AND SUSPENSION:

I certify on behalf of myself, the company and its key employees that neither myself, the company or its key employees have been proposed for debarment, debarred, or suspended by 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.

TERMS AND CONDITIONS:

1. **PARTICIPATING MEMBER INSTITUTIONS:** Any institution that is a member of the KEDC, KPC, GRREC, NKCES, or SESC Educational Cooperatives (hereinafter referred to as member or members) is eligible to utilize the Bid Contract; however this does not mean that all members will participate. The successful bidder(s) will be required to deliver to and serve all eligible members.

Under the predecessor to this bid offering Universal Service Fund (USF) funding years (2006-2009) \$1.5 million in materials have been procured to date. This figure is given as an example of past usage and not to represent future purchases.

2. **BID FORMS AND RETURN INSTRUCTIONS:** Bidders must return the bid certification, bid form, and an electronic copy of the completed Microsoft Excel spreadsheet provided as part of this bid invitation. The bidder must then enter the manufacturer, manufacturer item number, item description, vendor item number, and cost per item in the Microsoft Excel spreadsheet and print out a hard copy. The bidder must provide their catalog in electronic format. Optional information may be requested, but bid will not be rejected if these items are not supplied.

The bid should be submitted in a sealed envelope **CLEARLY** marked with **KPC SEALED BID ENCLOSED** and the corresponding **BID REFERENCE NUMBER** and **OPENING DATE** printed on the outside of the envelope as they appear on the Bid Invitation. **The bidder should retain a duplicate copy.** An officer or member of the bidding firm who is authorized to

legally bind the firm must sign the bid certification. The Bid Certification must be submitted with an original signature. The Bid Invitation Forms should be used without alterations. Modifications, additions, or changes to the terms and conditions of this Invitation to Bid may be a cause for rejection of a bid. Bidders are requested to submit all bids on KEDC's official forms. Bids submitted on company forms may be rejected. By executing the Bid Certification, the bidder acknowledges that the bidder has read this invitation, understands it, and agrees to bind by its terms and conditions.

Manufacturer's catalog numbers, trade names, etc., where shown herein, are for descriptive purposes to guide the bidder in interpreting the standard of quality, design and performance desired. It will be understood that the bidder intends to supply items specifically mentioned in the bid invitation. The bidder may only propose those products listed.

Discontinued items listed in the Excel line item spreadsheet shall be marked "Discontinued Item" in the Vendor Part Number column and a replacement, if available, shall be added in order to the "Replacement Items" section at the end of the spreadsheet.

The prices quoted shall be the complete delivered price in all cases, as per unit described in the Excel spreadsheet. If the price is for a unit other than the one listed, the bidder shall indicate the unit for which the bid is quoted.

3. **CORRECTION OF MISTAKES:** Bidders are cautioned to re-check their bid for possible errors. No bid can be corrected, altered, or signed after being opened. All prices and quotations must be in blue or black ink or typewritten. No pencil figures will be accepted. Mistakes are to be crossed out and corrections inserted adjacent thereto and initialed by the person signing the bid. Errors discovered after public opening cannot be corrected and bidder will be required to accept a bid contract if offered.
4. **ERROR IN BID:** In case of a pricing error between the two bid documents (the digital and printed spreadsheets), the entry on the printed spreadsheet will govern. No bid will be altered, or amended after the specified time and date set for the bid opening. The KEDC Board or its designee reserves the right to waive defects and informalities in bids, to reject any or all bids, or to accept any bid as may be deemed to its interest.
5. **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, Attn: Bidding with the corresponding Bid Reference Number.
6. **ADDENDUMS:** KEDC may issue an addendum to the bid after the bid has been released. In no instance will an addendum be issued within five (5) working days prior to the bid opening.
7. **CONTRACT PERIOD:** The bid contract is for five years and will end on September 30, 2014 plus any extensions. The contract may be extended on an annual basis by KEDC not to exceed seven years in total including the first contract period. KEDC shall notify the contractor of its intent to extend or not to extend the contract by September 15. KEDC reserves the right to extend the term for up to 180 days to continue a source of supply until new or replacement contracts are completed. Since this bid request is subject to multiple contracts being accepted, KEDC reserves the right to renew and/or solicit additional bids for subsequent contract periods. Any contract extension is contingent upon written agreement of KEDC and the contractor. The bid will not be automatically extended beyond any current year unless expressly approved by KEDC. KEDC reserves the right on any contract extension to revise, update, or supplement the contract terms and conditions.
8. **PRICING:** Bid Contracts may be accepted from multiple bidders. Contract pricing and discounts are to be good through September 30, 2010. However, additional discounts and/or special pricing are encouraged and may be accepted when consistent with other terms and conditions of the contract and offered equally to all members. Accumulated or group orders may be requested during the course of the contract period by all KPC members. **All bid prices must include transportation and delivery charges to the KPC member location specified during ordering** with the exception of emergency situations as described in item 20, "Service Level". **Fuel surcharges and other similar charges are not permitted.**

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

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

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

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

9. **PRE-QUALIFICATION:** KEDC reserves the right to pre-qualify a potential contractor, especially any firm which has not previously participated in the KPC bid program. Criteria for qualification shall include:
- A) **USF Provider:** The successful bidder must be a USF service provider and list their Service Provider Identification Number (SPIN) on the bid checklist for verification.
 - B) **Product Line:** The potential contractor shall provide proof that all items listed in the catalog are in stock or can be quickly obtained.
 - C) **Physical Facilities:** KEDC staff may inspect the potential contractor's warehouse. The warehouse shall be clean and adequate for storing and delivery of products that the potential contractor proposes to supply.
 - 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 KEDC does not have adequate historical data to determine the contractor's ability to provide the products bid in a timely manner, then three letters of reference from previous school district customers shall be provided.
 - F) **Accounting Practices:** A potential contractor must clearly demonstrate to KEDC the capacity to provide accurate, reliable, and timely reports in terms of invoices, statements, credits, and usage data.
10. **REVIEW:** After the public opening of proposals received from the Bid Invitation, KEDC staff and member officials will review the results, develop a preliminary tabulation, and may contact bidders for the purpose of clarification only. If necessary, members may purchase from the apparent low bidder(s) pending approval by the KEDC Board of Directors or its designee. If a bidder leaves an item blank, the highest bid received for that item will be inserted for evaluation purposes. If a bidder leaves more than 20% of all items blank that may be cause for rejection of the bid.
11. **AWARD:** After the review of the bid proposals, the KEDC Board or its designee may accept a bid contract based on the criteria below and the needs of KPC members. In the case of identical bids, KEDC reserves the right to select and to award the contract by whatever method it chooses. A bidder whose bid proposal is accepted shall hereinafter be called contractor.

A maximum of two (2) vendors shall be awarded contracts as a result of this Invitation for Bid. In the case of identical bids, KEDC reserves the right to select and to award the contract by whatever method it chooses. This will be at the discretion of the KEDC Board of Directors or its designee.

A successful bidder must have a proven (or believable) record of service, particularly with respect to delivering all items on a regularly scheduled basis, at favorable prices. A distributor may be designated as unacceptable if the requirements listed herein have been previously violated and/or poor communications exist between the seller and the member school districts.

The bid proposals will be evaluated based on the points awarded to each potential contractor utilizing the following scale:

CRITERIA FOR EVALUATION OF BID

KEDC and the KEDC Bid Committee will use the following criteria when evaluating the KEDC Bid Award. Each of the following elements will be weighted accordingly.

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

12. **PROMOTION:** KPC promotes all Prime and Preferred Vendors to member districts, which includes the company logo and contact information on the KPC website, a notice of the winning bid contract(s) sent to every KPC member, and promotion of all KPC Prime and Preferred Vendors during regular district visits by KPC staff. Contractors will also have access to the KPC Logo for use in promotional materials. Prime and Preferred Vendors are expected to provide promotional materials and participate in regional conferences, district shows, and trainings.

13. **TRANSMITTAL OF ORDERS:** KEDC shall issue purchasing guidelines to KPC members. Members will use formal purchase orders in ordering from the contractor. The successful bidder acknowledges that orders from KPC members may be transmitted from KEDC’s office on the member’s behalf. The contractor may use salespeople for in-person and/or telephone solicitation of orders in accordance with a mutually arrived schedule developed between the members and the contractor.

At KEDC’s option in the future, the contractor shall 1) provide an interface between their existing website and KEDC’s online catalog utilizing “punch-out” or “transparent punch-out”, and/or 2) provide a listing of all items on the contract in an electronic format specified by KEDC (including description, pricing, picture of item, etc.) to be imported into KEDC’s online catalog, and/or 3) accept faxed orders, and/or 4) accept e-mailed orders. The vendor shall accept orders electronically from KEDC and/or KPC members. The vendor is responsible for the initial and on-going accuracy of item information in the on-line catalog. KEDC shall provide programming and configuration of the KEDC catalog. The vendor is responsible for all programming and configuration costs on their web server for Option 1 and for all costs associated with compiling the data file containing the list of items in the bid contract for Option 2. KEDC may provide setup assistance at an additional charge.

14. **QUANTITIES:** It shall be understood that the bid contract will not obligate KEDC or its members to purchase from the Bid Contract.

15. **PRODUCT AND SAFETY INFORMATION:** The successful bidder shall provide upon request by any member, the most recent MSDS information sheets for any products the vendor may deliver to said member. It is the vendor’s responsibility to comply with all local, state, and federal regulations.

16. **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.

17. **RECALLS:** The contractor shall notify KPC members 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.

18. **VELOCITY REPORTS:** Velocity reports in an electronic format (Microsoft Excel, Access, or SQL) specified by KEDC shall be issued to KEDC upon request. Contractor shall compile velocity reports by member district. The reports shall indicate purchasing entity (district and school), vendor item number, manufacturer item number, item description, quantity sold, and dollar value of each item sold. KEDC will routinely request procurement data from participating KPC members to verify velocity report accuracy.
19. **DELIVERY CHARGES:** All products or services procured from the Bid Contract are to be delivered free of freight charges (FOB destination). **All bid prices must include transportation and delivery charges to the location (school district, KEDC, etc.) specified during ordering. Fuel surcharges and other similar charges are not permitted.**
20. **SERVICE LEVEL:** The contractor shall ship all orders at a monthly average of 97% or above within 1 working day of order receipt. The remaining 3% shall be shipped the next working day. In the event the School District declares an emergency need for an item, the contractor shall ship the item the day the order is placed via the delivery method requested by the School District (UPS Next Day Air, etc.). The School District shall bear the additional cost of the actual express shipping charges.
21. **ORDERING AND PAYMENTS:** Each member shall be responsible for making payment to the contractor, unless KEDC has been established as the Purchasing Agent for the contractor, in which case, KEDC will coordinate orders and payments directly to the contractor with the individual members being the ship to party. Normally, members pay bills only after approval from the member board which meets monthly. KEDC reserves the right to negotiate upon mutual agreement to serve as Purchasing Agent for any Bid Contract including charging an additional administrative fee to the contractor beyond the two percent (2%) fee detailed below.

The vendor will be assessed an administrative fee of three percent (3%) on all purchases made by KPC members under this contract. The fee is to be included in the vendor's pricing, and can not appear on the member's invoice. The vendor will remit payment to KEDC on a quarterly basis (monthly at KEDC's option) by the 25th day of the next month accompanied by an electronic sales report showing all purchases made by members under this contract during the period of the bid.

Reporting and Payment Schedule

April 25th

July 25th

October 25th

January 25th

The sales report shall be in the format provided by KEDC. Contractor shall compile sales report by member district. KEDC will routinely request procurement data from participating KPC members to verify sales report accuracy. The vendor will make all administrative fee payments to KEDC by the 25th of the succeeding month. All checks are to be made payable to KEDC and mailed to KEDC, 904 Rose Road, Ashland, KY 41102-7104. In consideration of receiving a KPC PREFERRED VENDOR BID CONTRACT vendor agrees to report and pay KEDC's administrative fees for all sales to KPC members.

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

22. **ITEM SUBSTITUTION AND OUT-OF-STOCK BACK-ORDERS:** No substitutions are allowed without prior written authorization from the KPC member. Member must be notified if item is out of stock, backordered or if timely delivery cannot be made. Upon member notification, the contractor must receive written directions from KEDC or the member on how to proceed, e.g. cancel the order, process the order, etc.

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

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

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

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

23. **RETURNS:** The successful bidder must provide a Return Material Authorization within 1 working day of the request by KPC member. If the return is no fault of the member, the materials shall be picked up and restocked at no charge. If the member is at fault the member is responsible for the actual transportation costs of returning the materials with no additional restocking fee.
24. **PURCHASE OF ITEMS NOT SPECIFICALLY LISTED IN THE CORE ITEM LIST (SECONDARY ITEMS):** KPC members may exercise their rights to purchase all catalog and special order items not in the Core Item list from the contractor that has been awarded the contract. Catalog and special order items shall be quoted with all educational, volume, and manufacturer discounts applied and shall be subject to the same auditing provisions as bid items. The initial price quote on catalog and special order items shall become the official bid price for the remainder of the contract.
25. **CATALOG FORMAT:** Upon request the successful bidder must provide at no charge their catalog in electronic format. The electronic catalog must include search capabilities, part number, price, description, and pictures of the item (on CD or via the contractor's website) for use on a Windows workstation.
26. **PRODUCT EVALUATION:** Samples requested must be furnished free of expense to KPC members for evaluation. If not destroyed or consumed in testing or evaluating, or required in connection with the award, furnished samples will, upon request, be returned at the bidder's expense. Right is reserved to mutilate or destroy any samples if considered necessary for testing purposes.
27. **WARRANTY:** The awarded vendor shall make available and honor all manufacturer's warranties, both standard and extended, to all KPC members.
28. **TRAINING AND PRODUCT UPDATES:** The successful bidder must provide on-site training for KEDC personnel on the use and installation of products and provide quarterly, local (within 60 miles of Ashland, KY) technical presentations on emerging technologies and industry standards at no cost.
29. **CONTACT INFORMATION:** The successful bidder must provide toll-free (1-800) ordering, technical support for design, installation, and post installation support of all products in the catalog, and a 24 hour emergency number for support at no cost.
30. **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 Board of Directors of KEDC or its designee.
31. **SPIN CHANGE:** The awarded bidder agrees to allow any and all operational SPIN changes requested by KEDC or its member schools and districts.
32. **CONTRACT SUSPENSION:** KEDC 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 Awarded Bidder is found to be in breach of contract or non-compliance, the contract is rendered null and void. The Awarded Bidder 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 Awarded Bidder under this bid. The decision of KEDC regarding suspension and/or termination is final.

33. **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 members 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 members fail to meet mutually agreeable and specified payment terms.

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

- Step 1 - Issue a warning letter outlining the violations and state the length of time to correct the problem(s).
- Step 2 - Issue a letter of intent to cancel contract, if the problem(s) is not resolved by a given date.
- Step 3 - Issue a letter to cancel contract.

In the event the physical facilities of the 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 members.

34. **VENDOR COMMITMENT:** Each vendor is required to make three basic commitments to ensure the overall success of the statewide program:

- Corporate Commitment – A commitment that KPC has the support of senior management, and that KPC is the primary offering to K-12 educational entities statewide. The supplier shall make its existing K-12 clients aware of its KPC contract and upon the agency's request, such agency will be transitioned to the vendor's KPC contract.
- Sales Commitment – A commitment that the supplier will aggressively market KPC statewide and that the sales force will be trained, engaged, and committed to offering KPC to K-12 entities statewide with a further commitment that all KPC sales be accurately and timely reported to KPC.

35. **STANDARD CONDITIONS:**

- A. This contract shall be governed in all respects as to validity, construction, capacity, performance, or otherwise by the laws of the Commonwealth of Kentucky.
- B. 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.
- C. 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.
- D. Kentucky Sales and Use Tax Certificate of Exemption Form will be issued upon request.
- E. 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, age, religious creed, sex, national origin, or handicap.
- F. Contractor agrees to retain all books, records, and other documents to this agreement for three years after final payment. KPC members, 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.
- G. 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.
- H. 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.

- I. Prohibition against conflicts of interest, gratuities, and kickbacks: Any employee or official of KEDC or KPC members, 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 school district 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.
- J. 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.
- K. 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.
- L. 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 the KPC member boards 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.
- M. KEDC reserves the right to reject any and/or all bids and to waive informalities.

KEDC STRUCTURED CABLING CERTIFICATION – PV-SC-2009-07

STATEMENT OF SUBMISSION

We have read all the conditions and requirements of the bid invitation. In compliance with all general and specific terms and conditions of the bid invitation, in consideration of the detailed description attached hereto, and subject to the statements of Authentication, Non-Collusion, and Non-Conflict of Interest thereof, the undersigned agrees that, upon proper acceptance by the KEDC Board of Directors or its designee of any part of the bid offer within the time stipulated, a contract shall thereby be created in accordance with the specifications for that part of the bid offer accepted.

Include in your Sealed Bid Packet:

- 1) This Certification form with the lower section **COMPLETED** and **SIGNED**.
- 2) The "Core Item List" Excel spreadsheet on CD with all fields completed as described in Item 2 of the Invitation for Bid.
- 3) A printout of the Excel spreadsheet.

Bidding Firm

Authorizing Signature

Date

Printed Name of Authorized Signatory

Administrative Contact Name

Administrative Contact Email Address

Administrative Contact Phone

Administrative Contact Fax

Administrative Contact Address

Administrative City, State, Zip

Sales Contact Name

Sales Contact Email Address

Sales Contact Phone

Sales Contact Fax

Sales Address

Sales City, State, Zip

Web Address

Federal Identification Number

KEDC STRUCTURED CABLING BID CHECKLIST – PV-SC-2009-07

- _____ - Toll Free **ORDERING**
- _____ - Toll Free **DESIGN, PRE, AND POST INSTALLATION TECHNICAL SUPPORT**
- _____ - Toll Free **24-HOUR EMERGENCY TECHNICAL SUPPORT**

Universal Service Fund **SPIN** number: _____

AVAILABILITY – We will ship 97% of all items within _____ days
 We require _____ days lead time for delivery of catalog/special order items

Circle One

- | | | |
|---|-----|----|
| Do you agree to provide on-site training for KEDC personnel on the use and installation of products and local quarterly technical presentations on emerging technologies and industry standards at no cost? | YES | NO |
| Did you complete and sign the bid certification form for inclusion with your bid? | YES | NO |
| Did you complete the “Core Item List” Excel spreadsheet on CD with all fields completed as described in Item 2 and return with your sealed bid? | YES | NO |
| Did you print a copy of the “Core Item List” Excel spreadsheet and include it with your bid packet? | YES | NO |
| Did you enclose an electronic copy of your catalog with your sealed bid? | YES | NO |
| Did you enclose a completed copy of the bid checklist with your bid? | YES | NO |