

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

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

BID REFERENCE: SC-2005-11  
BID POSTING DATE: November 30, 2005  
BID OPENING DATE: 3:00 p.m., Monday, January 2, 2006

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

The KEDC Board of Directors invites you to submit a sealed bid for **DATA DISTRIBUTION, DATA PROTECTION, VIDEO COMPONENTS, CABLING CONNECTORS, AND CIRCUIT CARDS/COMPONENTS** (hereinafter referred to as Structured Cabling) in accordance with the general conditions and detailed specifications of this bid. Bids must be received at the KEDC office at 904 Rose Road, Ashland, KY 41102-7104, not later than the specified bid opening date and time. The public notice for this invitation, the invitation itself, and any addendums can be viewed, downloaded, or printed from the Internet at KEDC's Internet site [www.kedc.org](http://www.kedc.org) or [www.kybuy.org](http://www.kybuy.org) beginning on the bid posting date shown above until the bid opening date shown above.

**TIME AND PLACE OF BID OPENING**

**Bids will be opened at the KEDC office at 904 Rose Road, Ashland, KY 41102-7104 at the Bid Opening Date specified above.** All bids must be received by the date and time designated and none will be considered thereafter. Failure to have bid in prior to the date and time designated for the bid opening will automatically prevent the reading of your bid and such bids will be returned to the bidder. KEDC and the participating boards of education cannot assume the 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.) At the specified time, all bids will be opened and the name of each bidder will be read aloud. Any interested parties may attend. No immediate decision will be rendered concerning the bids submitted.  
**Faxed submissions will NOT be accepted.**

**BID TABULATION**

Tabulations will be made by KEDC staff and each responding bidder will be mailed a formal tabulation after the Board has taken official action.

## **CLARIFICATION**

For clarification or additional information relative to this Invitation contact the **KEDC Bidding Department** at [bidning@kedc.org](mailto:bidning@kedc.org) or phone (606) 928-0205. For legal questions relative to this Invitation, contact **Timothy Crawford**, KEDC Board Attorney at [timcrawford@vol.com](mailto:timcrawford@vol.com).

## **GENERAL CONDITIONS AND INSTRUCTIONS FOR BIDDERS**

These General Conditions and Instructions apply to all bids submitted, except to the extent they may be modified by the bid offered. Any deviations or exceptions are to be explained as a part of the bid offer.

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

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.

## **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.

## **TERMS AND CONDITIONS**

1. **Participating School Districts:** Any School District that is a member of KEDC and/or the KEDC Collective Bidding Consortium may utilize the Structured Cabling Bid, however this does not mean that all member school districts will participate. This statement of intent does not obligate any district to utilize this bid.

In the past Universal Service Fund (USF) funding year (2004-2005) over \$1.3 million in materials were procured utilizing this collective bid. This figure is given as an example of past usage and not to represent future purchases.

2. **Bid Forms:** Bidders must obtain the official bid documentation including the Bid Certification, Bid Checklist, and the Microsoft Excel spreadsheet for submitting their bid from the KEDC or KPC website referenced above. Bidder must complete all items on the provided Bid Checklist. The bidder must then enter the vendor item number and the cost per item on the computer diskette and print out a hard copy. The bidder must provide their catalog in electronic format. The electronic catalog, completed Bid Checklist, computer disk, and printed hard copy from the diskette must be returned with the Bid Certification. By executing the Bid Certification, the bidder acknowledges that he or she 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.

Bidders must be able to provide those items marked with an asterisk (\*) onsite on a "next day" basis. (The School District shall bear the additional cost of the actual express shipping charges.)

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 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 award if offered.

4. **Error in Bid:** In case of a pricing error between the two bid documents (the bid form and the computer printout), the entry on the bid form will govern. No bid will be altered, or amended after the specified time and date set for the bid opening. The KEDC Board reserves the right to waive defects and informalities in all 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 acceptance by the KEDC Board. A bidder may withdraw his 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 to himself, by submitting a written request for its withdrawal to KEDC, Attn: Bidding.

6. **Return Instructions:** Submit one (1) copy of the completed Bid Certification, Bid Form, Electronic Catalog, Computer Disk, and Printout of the Bid in a properly addressed sealed envelope. All envelopes should be CLEARLY marked **KEDC Structured Cabling Sealed Bid** with the bid reference and opening date printed on the outside of the envelope as they appear on the Bid Invitation. The bidder should retain a duplicate copy. Bidders may keep all other pages for their files. 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 must 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.

7. **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.

8. **Contract Period:** The contract period will be effective July 1, 2006 until September 30, 2009.

9. **Pre-qualification:** KEDC reserves the right to pre-qualify a potential contractor, especially any firm which has not previously participated in the KEDC participating school districts bid program. Criteria for qualification shall include:

- A) **USF Provider:** The successful bidder must be a USF service provider and provide 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. Items marked with an asterisk (\*) shall be in stock at all times and available for express shipping.
- 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 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 to KEDC the capacity to provide accurate, reliable, and timely reports in terms of invoices, statements, credits, and usage data.

10. **Pricing:** Prices on this bid are to be good through September 30, 2009. Prices must be stated in units of quantity as specified. **All bid prices must include transportation and delivery charges to the location (school district, KEDC, etc.) specified during ordering** with the exception of emergency situations as described in item 20, “*Service Level*”.

Bid Pricing may be adjusted up or down on an annual basis during the month of June in the following manner. All bid price increases must be submitted for review by June 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 new Item Price. Price decreases are allowable. The request for price adjustment must include the Manufacturer Part Number, Vendor Part Number, Description, the old Item Price, and new Item Price. 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.

11. **Review:** The bid items will be reviewed on a quarterly basis (September, December, March, June). The intent of the review is to add and delete items on the contract - not to adjust contract pricing on items. Deletion of discontinued items can also be negotiated at the quarterly reviews.

12. **Quantities:** The successful bidder will have an opportunity to service school districts located throughout the Commonwealth of Kentucky. During the past USF funding year (2004-2005) over \$1.3 million in materials were ordered from this collective bid. This figure is given as an example of past usage and not to represent future purchases. 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.

13. **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 contractor, contractor’s servants or agents.

14. **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.

15. **Recalls:** The contractor shall notify KEDC and its participating districts immediately of any products recalls.

16. **Review:** After the public opening of proposals received from the Bid Invitation, KEDC staff and school officials will review the results, develop a preliminary tabulation, and may contact bidders for the purpose of clarification only. 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 then that may be cause for rejection of the bid.

17. **Award:** After the review of the proposals, the KEDC Board of Directors or its duly authorized representative will award a contract based on the total points awarded to each bid using the following formula:

## 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.

	<u>POINTS</u>
1. Core Item Cost	50
2. Percentage of Core Items Bid	20
3. Secondary Item Bid	20
4. Technical Support and Training	<u>10</u>
<b>POINT TOTAL</b>	100

The bidder's ability to meet KEDC's requirements will be an important consideration in the evaluation of this bid.

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 KEDC and the KEDC Collective Bidding Committee.

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 KEDC Board reserves the right to waive defects and informalities in all bids, to reject any or all bids, or to accept any bid as may be deemed to its interest.

18. **Catalog Format:** The successful bidder must provide their catalog including all items in the catalog in print and electronic format. The electronic catalog must include search capabilities listing part number, description, and pictures of an item (on Diskette or CD) for use on a Windows 2000/XP workstation at no charge.

19. **Transmittal of Orders:** KEDC shall issue purchasing guidelines to its member schools. Schools will use formal purchase orders in ordering from the awarded bidder. The successful bidder acknowledges that orders from KEDC member schools and/or school districts may be transmitted from KEDC's office on the district's behalf. The successful bidder may use salespeople for in-person and/or telephone solicitation of orders in accordance with a mutually arrived schedule developed between the school and/or school district and the awarded bidder.

At KEDC's option, the vendor shall 1) provide an interface between their existing website and KEDC's Oracle iProcurement site utilizing Oracle's "transparent punch-out" feature, 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 iProcurement catalog, and/or 3) accept faxed orders, and/or 4) accept e-mailed orders. The vendor shall accept orders electronically from KEDC. It is the responsibility of the vendor to encourage school districts to place orders for their items thru the KEDC iProcurement site. 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 iProcurement server. 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. KEDC reserves the right to serve as Ordering Agent for this Bid Contract including charging a 2% administrative fee to the contractor.

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. **Payments:** Each school district and/or school shall be responsible for making payment to the contractor. Normally, school districts pay bills only after approval from the Board of Education which meets monthly.

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-Stocks:** 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 KEDC or the school district 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 District Technology Coordinator, or fails to make replacements of rejected articles when so requested, or demonstrates a continued inability to secure the bid item, the school 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 2 working days -- shall be considered default.

23. **Returns:** The successful bidder must provide a Return Material Authorization within 1 working day of the request by KEDC or a school district. Returned materials shall be restocked at no charge to KEDC and/or the school district.

24. **Purchase of Items not specifically listed in the Core Item List(Secondary Items):** KEDC schools 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 at cost plus a fixed percentage fee 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. **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.

26. **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.

27. **Product Evaluation:** Samples requested must be furnished free of expense to KEDC and or the school district 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.

28. **Usage Reports:** Usage reports in electronic format (Microsoft Excel, Access or SQL) shall be issued to KEDC monthly by the 15<sup>th</sup> day of the next month during the period of the bid. Contractor shall compile usage reports by district and school in a format provided by KEDC. The reports shall indicate the total orders delivered by individual bid item and non-bid catalog and special order items. Failure to provide usage reports shall be considered default. Since the usage report data is useful to both KEDC and the contractor, it is of benefit to both parties to share this information.

29. **Audits:**

- A) KEDC reserves the right to make audits of a contractor's costs records as follows:
  - 1) Prior to award of contract
  - 2) Following any allowed price change.
  - 3) An unscheduled audit one time during each year upon appropriate notice given to contractor.
- B) The contractor shall be given notice of the intent of the cooperative to conduct an audit a minimum of two weeks in advance.
- C) The contractor shall provide acceptable documentation as follows:
  - 1) Manufacturer's invoices
  - 2) Freight bills
  - 3) Perpetual inventory records
  - 4) Market bulletins (used for distributor manufactured items and inner company billing items when price change occurs).

30. **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.

31. **Spin Change:** The awarded bidder agrees to allow any and all operational SPIN changes requested by KEDC or it's member schools and districts.

32. **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.

33. **Standard Contract 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 comply with the Executive Order 11246, entitled, "Equal Employment Opportunity," as amended by Labor regulations (41 CFR Part 60).
- 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. KEDC and its school districts, 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.
- 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 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.
- 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 Boards of Education 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 – SC-2005-11**

**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 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 Structured Cabling Bid Checklist
- 3) The "Structured Cabling Line Item" Excel spreadsheet on diskette with all fields completed as described in Item 2.
- 4) A printout of the Excel spreadsheet.
- 5) An electronic copy of your catalog.

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\_\_\_\_\_  
**Bidding Firm**

\_\_\_\_\_  
**Authorizing Signature**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Email Address**

\_\_\_\_\_  
**Phone #**

\_\_\_\_\_  
**Fax #**

\_\_\_\_\_  
**Address**

\_\_\_\_\_  
**City, State, Zip**

**KEDC STRUCTURED CABLING BID CHECKLIST – SC-2005-11**

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

Universal Service Fund **SPIN** number: \_\_\_\_\_

**SECONDARY ITEMS** - We require \_\_\_\_\_ days lead time for delivery of catalog/special order items and will charge \_\_\_\_\_ percent over cost per item. (See #24 for details.)

**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 “Structured Cabling Line Item” Excel spreadsheet on diskette with all fields completed as described in Item 2 and return with your sealed bid?                                         | YES | NO |
| Did you print a copy of the “Structured Cabling Line Item” 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 |