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KENTUCKY EDUCATIONAL DEVELOPMENT CORPORATION (KEDC)

904 ROSE ROAD, ASHLAND, KY 41102-7104

Member Services (606) 928-0205

www.kedc.org or www.kpc4me.com

* * * INVITATION TO BID * * *

BID REFERENCE:	<u>FURNITURE.OVEC.2021</u>
BID PUBLIC NOTICE DATE:	_____
BID OPENING DATE & TIME:	_____
DELIVERY AND INSTALLATION:	_____
BID ITEMS:	<u>FURNITURE</u>

BID PURPOSE: The Kentucky Educational Development Corporation (KEDC) Board of Directors, as the Legal Education Agency (LEA) for KPC solicits sealed bids for furniture for the Ohio Valley Educational Cooperative that would, if awarded by the KEDC Board of Directors or its designee (hereinafter KPC) and the Ohio Valley Educational Cooperative (hereinafter OVEC), establish contract(s), with the general and detailed terms, conditions, and specifications contained in these standard terms and conditions and in the bid specific terms and conditions.

Table of Contents

STANDARD TERMS AND CONDITIONS 1

1. INSTRUCTIONS FOR BIDDERS 1

2. BID FORMS AND RETURN INSTRUCTIONS 1

3. CLARIFICATION 1

4. FIELD MEASUREMENT AND LAYOUT 1

5. PROCUREMENT CONSIDERATIONS 1

6. AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION AND NON-CONFLICT OF INTEREST 2

7. CERTIFICATION REGARDING LOBBYING 3

8. CERTIFICATION CONCERNING DISBARMENT AND SUSPENSION..... 3

9. RESIDENT BIDDER STATUS..... 4

10. ERROR IN BID 5

11. WITHDRAWAL OF BID..... 5

12. ADDENDA 5

13. REVIEW 5

14. PROTEST PROCEDURES..... 5

15. PRE-QUALIFICATION 6

16. NON-ASSIGNABILITY OF AWARD..... 6

17. TRANSMITTAL OF ORDERS 6

18. QUANTITIES 6

19. WARRANTY 6

20. RECALLS 7

21. RETURNS..... 7

22. LIABILITY 7

23. ACCOUNTING PRACTICES 7

24. ITEM SUBSTITUTION AND OUT-OF-STOCK BACK-ORDERS 7

25. PRODUCT AND SAFETY INFORMATION 7

26. VELOCITY REPORTS..... 7

27. CONTRACT SUSPENSION 7

28. TERMINATION FOR CONVENIENCE 8

29. TERMINATION FOR NON-PERFORMANCE (DEFAULT):..... 8

30. DEMAND FOR ASSURANCES:..... 8

31. NOTIFICATION: 8

32. ATTORNEY’S FEES: 9

33. COMPENSABLE DAMAGES FOR BREACH 9

34. SEVERABILITY 9

35. OTHER CONDITIONS 9

BID SPECIFIC TERMS AND CONDITIONS 11

1. AWARD 11

2. ESTIMATED QUANTITIES: 11

3. PRICING 11

4. EQUAL OR LIKE ITEMS 11

5. COLORS AND FINISHES 11
6. FABRICS 11
7. DELIVERY AND INSTALLATION 11
8. PAYMENTS AND ADMINISTRATIVE FEE 12
9. PRODUCT EVALUATION 12
10. REFERENCES 12
REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS CLAIMING RESIDENT BIDDER STATUS 13
BID CERTIFICATION 14

STANDARD TERMS AND CONDITIONS

1. INSTRUCTIONS FOR BIDDERS: These standard terms and conditions along with the bid specific terms and conditions apply to all bids submitted. Explain any requested deviations or exceptions as part of your bid proposal. KPC or 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 are available for view, download, or print from the Internet at www.kpc4me.com on the bid public notice date and until the time and date specified for the bid opening. After KPC and OVEC have taken official action, tabulations will be made available.
2. BID FORMS AND RETURN INSTRUCTIONS: KPC has an online interface that creates a confidential and encrypted electronic bid submission. Bid submission requires that each bidder has an updated vendor account. Instructions on how to register as a new vendor or update an existing account and complete the bid submission process can be found at <http://www.kpc4me.com/bid-opportunity>. For assistance with registration or technical questions regarding the online interface contact info@kpc4me.com.

Submit all bids and any attachments via the online application. No other form of bid submission (e.g., paper, telephone, facsimile, telegraph, mail, etc.) will be accepted. All bids shall be submitted on the Proposal Forms contained within the bid packet. All bid prices shall be both in unit and extended in the total price column. Failure to use the Proposal Forms will result in rejection of bid. Only one item shall be bid per item. Multiple bids per line will result in rejection of bid. The bidder acknowledges that the bidder has read this invitation, understands it, and agrees to bind by its terms and conditions.

3. CLARIFICATION: For clarification or additional information relative to the bid invitation contact the KPC Member Services Team by email at info@kpc4me.com. All questions must be submitted in writing to KPC acting as agent for OVEC.
4. FIELD MEASUREMENT AND LAYOUT: Arrangements for field measurement and layout must be made in advance with OVEC.

Mark Elmore
Chief Operating Officer
Ohio Valley Educational Cooperative
P.O. Box 1249 100 Alpine Drive
Shelbyville, KY 40065
Phone: 502-647-3533

5. PROCUREMENT CONSIDERATIONS: KPC conducts all procurement transactions in full compliance with all applicable federal and state statutes, regulations and rules.

It is the clear intention of KPC to foster all procurement transactions in a manner to provide to the maximum extent practicable, open and free competition. (20 U.S.C. 1221e-3(a)(1) and 3474, - 22 CFR 135)

KPC 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 KPC 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 KPC 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 or other salient requirements of procurement, and when so used to specify features of the named brand that must be met by bidders/offer's.

A contract will be entered into by KPC with only responsible bidders who possess the potential ability to perform successfully under the terms and conditions. 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. KPC shall follow the principles of cost analysis in the review and evaluation of bids to determine if the bidder meets the requirements or reasonableness, allocability, and allowability.

6. 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:

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 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. Any employee or official of KPC or OVEC, 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.

7. CERTIFICATION REGARDING LOBBYING: The bidder certifies, to the best of his or her knowledge and belief, that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - c. The bidder 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. The Contractor will comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and the New Restrictions on Lobbying and has signed and attached to this agreement the Certificate Regarding Lobbying and, if applicable, the Disclosure of Lobbying Activities (Forms SF-LLL) and annually will sign and submit a certificate, if applicable, Form SF-LLL to KPC.

8. 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."

By electronically signing and submitting its bid or proposal, the bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by KPC. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to KPC, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The 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.

9. RESIDENT BIDDER STATUS: The scoring of cost is subject to Reciprocal preference for Kentucky resident bidders
*Vendors not claiming resident bidder status need not submit the corresponding affidavit.

KRS 45A.490 Definitions for KRS 45A.490 to 45A.494.

As used in KRS 45A.490 to 45A.494:

- (1) "Contract" means any agreement of a public agency, including grants and orders, for the purchase or disposal of supplies, services, construction, or any other item; and
- (2) "Public agency" has the same meaning as in KRS 61.805.

KRS 45A.492 Legislative declarations.

The General Assembly declares:

- (1) A public purpose of the Commonwealth is served by providing preference to Kentucky residents in contracts by public agencies; and
- (2) Providing preference to Kentucky residents equalizes the competition with other states that provide preference to their residents.

KRS 45A.494 Reciprocal preference to be given by public agencies to resident bidders -- List of states --

Administrative regulations.

- (1) Prior to a contract being awarded to the lowest responsible and responsive bidder on a contract by a public agency, a resident bidder of the Commonwealth shall be given a preference against a nonresident bidder registered in any state that gives or requires a preference to bidders from that state. The preference shall be equal to the preference given or required by the state of the nonresident bidder.
- (2) A resident bidder is an individual, partnership, association, corporation, or other business entity that, on the date the contract is first advertised or announced as available for bidding:
 - (a) Is authorized to transact business in the Commonwealth; and
 - (b) Has for one (1) year prior to and through the date of the advertisement, filed Kentucky corporate income taxes, made payments to the Kentucky unemployment insurance fund established in KRS 341.490, and maintained a Kentucky workers' compensation policy in effect.
- (3) A nonresident bidder is an individual, partnership, association, corporation, or other business entity that does not meet the requirements of subsection (2) of this section.
- (4) If a procurement determination results in a tie between a resident bidder and a nonresident bidder, preference shall be given to the resident bidder.
- (5) This section shall apply to all contracts funded or controlled in whole or in part by a public agency.
- (6) The Finance and Administration Cabinet shall maintain a list of states that give to or require a preference for their own resident bidders, including details of the preference given to such bidders, to be used by public agencies in determining resident bidder preferences. The cabinet shall also promulgate administrative regulations in accordance with KRS Chapter 13A establishing the procedure by which the preferences required by this section shall be given.
- (7) The preference for resident bidders shall not be given if the preference conflicts with federal law.
- (8) Any public agency soliciting or advertising for bids for contracts shall make KRS 45A.490 to 45A.494 part of the solicitation or advertisement for bids.

The reciprocal preference as described in KRS 45A.490-494 above shall be applied in accordance with 200 KAR 5:400.

An offeror claiming Kentucky resident bidder status shall complete the attached Required Affidavit for Bidders, Offerors, and Contractors Claiming Resident Bidder Status. KEDC reserves the right to request documentation supporting a claim of resident bidder status. Failure to provide such documentation upon request shall result in disqualification of the offeror or contract termination.

A nonresident offeror shall submit its certificate of authority to transact business in the Commonwealth as filed with the Commonwealth of Kentucky, Secretary of State. The location of the principal office identified therein shall be deemed the state of residency for that offeror. If the offeror is not required by law to obtain said certificate, the state of residency for that offeror shall be deemed to be that which is identified in its mailing address as provided in its proposal.

Submit the Required Affidavit for Bidders or Certificate of Authority to Transact Business in the Commonwealth along with your completed bid application.

All forms must be received in the KEDC office prior to the date and time of the bid opening listed above.

10. ERROR IN BID: No bid may be altered, or amended after the specified time and date set for the bid opening. KPC 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. KPC 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.
11. WITHDRAWAL OF BID: All bids shall be valid for a period of ninety (90) days from the bid opening date to allow for tabulation, study, and consideration by KPC and OVEC. The bidder may withdraw a bid, without prejudice, prior to the published bid opening date.
12. ADDENDA: KPC may issue addenda to the bid after its release.
13. REVIEW: After the public opening of proposals received from the Bid Invitation, KPC staff and OVEC officials will review the results, develop a preliminary tabulation, and may contact the bidder for the purpose of clarification only.
14. PROTEST PROCEDURES: KPC 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 Office of the Executive Director of KEDC. A protest or notice of other controversy must be filed promptly within two (2) calendar weeks after award. All protests or notices of other controversies must be in writing and addressed to:

Executive Director
KEDC
904 Rose Road
Ashland, KY 41102

The KEDC 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 KEDC Board of Directors shall be final and conclusive.

15. PRE-QUALIFICATION: KPC reserves the right to pre-qualify any bidder, especially those which has not previously participated in the KPC bid program. Criteria for qualification shall include:
 - a. Product Line: The bidder shall provide proof that all items listed in the catalog are in stock or quickly obtained.
 - b. Physical Facilities - Bidder must have the warehouse facilities required to safely and securely store the products required by these specifications.
 - 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 KPC 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.
16. NON-ASSIGNABILITY OF AWARD: The awarded bidder cannot convey this contract to its successors or assigns or transfer any or all of its rights, burdens, duties or obligations under this contract without the prior written consent of KPC and OVEC.
17. TRANSMITTAL OF ORDERS: The members will use formal purchase orders in ordering from the awarded bidder. The successful bidder acknowledges that orders from KPC members transmitted from KPC's office on the member's behalf are acceptable. 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 members and the awarded bidder. The bidder shall accept orders electronically from KPC and/or members.
18. QUANTITIES: It shall be understood that the bid contract will not obligate KPC or OVEC to purchase from the Bid Contract. Quantities stated on the bid worksheet are the expected amount to be ordered but may vary due to prices and/or change in needs and/or available funding. All furniture and equipment shall be new. Used and/or refurbished equipment will not be accepted.
19. WARRANTY: The awarded bidder shall make available and honor all manufacturer's warranties, standard and extended, to KPC and OVEC. Bidder shall submit warranty/guarantee information with the bid for each item where applicable. Warranty of all items shall be the written manufacturer's warranty and no less than one year under all circumstances.

20. **RECALLS:** The awarded bidder shall notify KPC and OVEC immediately of any product recalls. The awarded 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 awarded bidder.
21. **RETURNS:** The successful bidder must provide a Return Material Authorization within 1 working day of the request by a KPC member. Bidder must restock returned materials at no charge to the member (special order and custom crafted items excluded).
22. **LIABILITY:** The awarded bidder agrees to protect, defend, and save harmless KPC and OVEC 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 awarded bidder further agrees to indemnify and save harmless KPC and OVEC 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 awarded bidder will hold KPC and OVEC 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.
23. **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.
24. **ITEM SUBSTITUTION AND OUT-OF-STOCK BACK-ORDERS:** Substitutions require prior written authorization from OVEC. The bidder is required to notify OVEC if an item is out of stock, backordered, or if timely delivery is not feasible. Upon member notification, the bidder must receive written directions from the member on how to proceed (e.g. cancel, process, etc.).
25. **PRODUCT AND SAFETY 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.
26. **VELOCITY REPORTS:** Velocity reports in an electronic format (Microsoft Excel, Access, or SQL) specified by KPC shall be issued to KPC upon request. The awarded bidder shall compile velocity reports by member. The reports shall indicate purchasing entity, awarded bidder's item number, manufacturer item number, item description, quantity sold, and dollar value of each item sold. KPC may request procurement data from participating KPC members to verify velocity report accuracy.
27. **CONTRACT SUSPENSION:** KPC may, at its sole discretion, suspend the awarded contract for a period of up to 90 days to investigate alleged instances of material breach of contract or material non-compliance. Breach of contract, default, or noncompliance renders the awarded contract null and void. The awarded bidder agrees that they have no legal recourse of any nature against KPC or member entities except for services that are due

for prior purchases under the awarded contract. The decision of KPC regarding suspension and/or termination is final.

28. **TERMINATION FOR CONVENIENCE:** KPC 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. KPC or the participating member, after deducting any amount(s) previously paid, shall pay for all services rendered or goods supplied by the Contractor, as well as any reasonable costs incurred by 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).
29. **TERMINATION FOR NON-PERFORMANCE (DEFAULT):** KPC may terminate the resulting contract for non-performance, as determined by KPC, for such causes as:
- a. Failing to provide satisfactory quality of service, including, failure to maintain adequate personnel, whether arising from labor disputes, or otherwise any substantial change in ownership or proprietorship of the Contractor, which in the opinion of KPC is not in its best interest, or failure to comply with the terms of this contract;
 - b. Failing to keep or perform, within the 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.
30. **DEMAND FOR ASSURANCES:** In the event KPC 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.
31. **NOTIFICATION:** KPC will provide ten (10) calendar days written notice of default. Unless arrangements are made to correct the non-performance issues to KPC's satisfaction within ten (10) calendar days, KPC may terminate the contract by giving forty-five (45) days notice, by registered or certified mail, of its intent to cancel this contract.

32. **ATTORNEY'S FEES:** In the event that either party deems it necessary to take legal action to enforce any provision of the contract, and in the event KPC prevails, the Contractor agrees to pay all expenses of such action, including attorney's fees and costs at all stages of litigation.
33. **COMPENSABLE DAMAGES FOR BREACH:** The Contractor agrees that the following items shall be included as compensable damages for any breach of a contract with KPC.
- a. Replacement costs
 - b. Cost of repeating the competitive bidding procedure expenses
 - c. Expenses incurred as the result of delay in obtaining replacements.

The enumeration of compensable damage contained in this section is not intended to be exclusive and will not operate to bar recovery by KPC for any other damages occasioned by the Contractor's breach of a contract. However, in cases where contract provides for liquidated damages, said liquidated damages shall be in lieu of all other damages, including those enumerated.

34. **SEVERABILITY:** If any provision of this Agreement is determined by any court or governmental authority to be unenforceable, the parties intend that this Agreement be enforced as if the unenforceable provisions were not present and that any partially valid and enforceable provisions be enforced to the extent that they are enforceable.
35. **OTHER CONDITIONS:**
- a. The awarded bidder shall be in compliance and will comply with any and all local, state, and federal laws and regulations related to the awarded contract and the rendering of goods and /or services.
 - b. The awarded contract shall be governed in all respects as to validity, construction, capacity, performance, or otherwise by the laws of the Commonwealth of Kentucky.
 - c. The awarded firm shall comply with all federal, state, and local requirements for background checks (KRS 160.380).
 - d. Any suit, action or other proceeding regarding the execution, validity, interpretation, construction, or performance of this agreement brought against KEDC shall be filed in the Boyd County Circuit Court of the Commonwealth of Kentucky.
 - e. Any suit, action or other proceeding regarding the execution, validity, interpretation, construction, or performance of this agreement brought against OVEC shall be filed in Shelby County Circuit Court of the Commonwealth of Kentucky.
 - f. The bidder assures KPC they are conforming and will continue to conform to the provisions of the Civil Rights Act of 1964 as amended.
 - g. Kentucky Sales and Use Tax Certificate of Exemption Form will be issued upon request.
 - h. The awarded bidder shall provide access to KPC and member entities, the Comptroller General of the United States, the United States Department of Agriculture, the Kentucky Department of Education, the Kentucky Auditor of Public Accounts or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions (7 CFR § 3016.36). Such access shall be used to ensure compliance with all applicable Federal and state statutes, regulations and rules, including but not limited to cost principles set forth in 2 CFR § 225.

- i. The awarded bidder shall comply with all applicable cost principles, including but not limited to those set forth in 2 CFR § 225.
- j. The awarded bidder shall retain all required records for three years after final payments and all other pending matters are closed (7 CFR § 3016.36).
- k. The U.S. Department of Agriculture (USDA) prohibits discrimination against its customers, employees, and applicants for employment on the bases of race, color, national origin, age, disability, sex, 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.
- l. 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).
- m. 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).
- n. 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).
- o. 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.
- p. 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).
- q. 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.
- r. 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 KPC or member institution, elective or appointive, who shall take, receive, or offer to take or receive, either directly or indirectly, any rebate, percentage of contract, money, or things of value as an inducement or intended inducement, or in the procurement of business, or the giving of business, for or to or from, any person, or in open market seeking to make sales to the membership shall be deemed guilty of a felony and upon conviction such person or persons shall be subject to punishment or fine in accord with state and/or federal laws.
- s. KPC reserves the right to reject any and/or all bids and to waive informalities or irregularities in part or in full. A contract, based on this sealed bid, may or may not be awarded.

BID SPECIFIC TERMS AND CONDITIONS

1. AWARD: After the review of the bid responses, KPC and OVEC may award multiple contracts based on the criteria below.

CRITERIA	POINTS
Item Cost	70
Warranty	30
Delivery and Installation Schedule	25
Past Performance	15
Available Colors and Finishes	10
TOTAL	<hr/> 150

Each item shall be awarded on an individual basis. However, KPC and OVEC reserve the right to award the bid per item, lots of items, or in total, whichever is in the best interest of the customer.

2. ESTIMATED QUANTITIES: All quantities are estimated and may be adjusted up or down to meet the needs and budget of OVEC.
3. PRICING: All prices shall NOT include taxes. KPC and OVEC are tax exempt organizations. All items should be bid as delivered and installed.

All bid prices must include transportation and delivery charges to the location specified during ordering. 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 KPC and OVEC. The contractor may submit a request to substitute products or services. The request shall be submitted by an authorized representative of the organization. KPC and OVEC are under no obligation to accept the offerings.

4. EQUAL OR LIKE ITEMS: Bidders may propose items equal to those specified on the item worksheet. Equal items must be comparable in critical dimensions, capacity, features, utilities operation, and warranty. Bidder must provide manufacturer specification sheets demonstrating the equivalency of all equal or like items. OVEC may require bidders to deliver samples for examination and testing prior to awarding alternate items.
5. COLORS AND FINISHES: The awarded bidder(s) will work in consultation with OVEC to select desired colors and finishes for all items awarded. There should be no additional charge for selecting standard colors or finishes. If bidding alternate items please include available colors and finishes for each item bid.
6. FABRICS: All furniture fabrics must have a commercial grade rating.
7. DELIVERY AND INSTALLATION: **All products or services procured from this 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, KPC, etc.) specified during ordering. Fuel surcharges and other similar charges are not permitted.

All items bid shall include delivery and installation including but not limited to unloading, uncrating, setting in place, assembly and adjustment, removal and disposal of all packaging and debris and any other activity associated with a complete installation.

8. PAYMENTS AND ADMINISTRATIVE FEE: OVEC shall be responsible for making payment to the contractor, unless KPC has been established as the Purchasing Agent for the contractor. If KPC is to serve as the purchasing agent KPC will coordinate orders and payments directly to the contractor with the individual members being the ship to party. Normally, school districts pay bills only after approval from the member board which meets monthly. KPC 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 contractor will be assessed an administrative fee of two percent (2%) on all purchases made under this contract. The fee is to be included in the contractor's pricing, and shall NOT appear on the member's invoice. The contractor will remit payment to KPC and submit a sales report using the portal provided on www.kpc4me.com showing total amounts for all purchases made under this contract. Reporting and payment are due within two (2) weeks of final payment from OVEC. It is the contractor's responsibility to track and report all purchases made.

All administrative fee checks are to be made payable to KEDC and mailed to KEDC, 904 Rose Road, Ashland, KY 41102.

9. PRODUCT EVALUATION: Samples requested must be furnished free of expense to KPC and OVEC 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.
10. REFERENCES: Please provide at least five references from sales and installations of similar and size and scope within the past three years.

REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS
CLAIMING RESIDENT BIDDER STATUS

FOR BIDS AND CONTRACTS IN GENERAL:

The bidder or offeror hereby swears and affirms under penalty of perjury that, in accordance with KRS 45A.494(2), the entity bidding is an individual, partnership, association, corporation, or other business entity that, on the date the contract is first advertised or announced as available for bidding:

1. Is authorized to transact business in the Commonwealth;
2. Has for one year prior to and through the date of advertisement
 - a. Filed Kentucky corporate income taxes;
 - b. Made payments to the Kentucky unemployment insurance fund established in KRS 341.49; and
 - c. Maintained a Kentucky workers' compensation policy in effect.

The BIDDING AGENCY reserves the right to request documentation supporting a bidder's claim of resident bidder status. Failure to provide such documentation upon request shall result in disqualification of the bidder or contract termination.

Signature Printed Name

Title Date

Company
Name
Address

Subscribed and sworn to before
me by

(Affiant) (Title)

of this day of ,20 .

(Company Name)

Notary Public
[seal of notary] My commission expires: _____

FURNITURE.OVEC.2021

BID CERTIFICATION

Having read all the conditions and requirements of the request for bid and in compliance with all general and specific terms and conditions of the request for bid, in consideration of the detailed description attached hereto, and subject to the statements thereof, the undersigned agrees that, upon proper acceptance by KPC and OVEC, of any part of the offer within the time stipulated, a contract shall thereby be created in accordance with the specifications for that part of the offer accepted.

You must return the following documents for your bid response to be considered complete:

1. This bid certification form completed and signed.
2. Completed item list pricing and bidder information worksheets.
3. Manufacturer's Warranty Information for each item as applicable.
4. Resident Bidder affidavit or Certificate of Authority to Transact Business in the Commonwealth for non resident bidders.



Bidding Firm

Authorizing Signature

Address

Printed Name

City, State, Zip

Title

Phone #

Email Address