

REQUEST FOR BID (RFB)

PLEASE READ THIS SOLICITATION AND ITS INSTRUCTIONS IN ITS ENTIRETY.

Vendors shall comply with the terms and conditions stated in the Solicitation, including the Attachments.

All proposed pricing shall remain valid for a minimum of sixty (60) calendar days after the bid due date.

Vendors shall comply with all applicable federal and state laws. The Model Procurement Code for local public agencies - KRS45A.345 to 45A.460 - can be viewed at <http://www.lrc.ky.gov/Statutes/chapter.aspx?id=37250>.

Interchangeable terms in this solicitation:

- RFB, Solicitation
- Bid, Bid Document, Bid Response, Proposal, Response
- Vendor, Contractor, Bidder, Offeror, Company
- Contract, Term Contract, Agreement, Master Agreement
- Southeast/South-Central Educational Cooperative, Southeast/South-Central Educational Cooperative of Kentucky, SESC, Co-op
- Member, District, Member District, Member School District
- FOB, F.O.B.

The Southeast/South-Central Educational Cooperative reserves the right to waive minor deficiencies.

Johnda Bales, Business Manager
SOUTHEAST/SOUTH-CENTRAL EDUCATIONAL COOPERATIVE (SESC)
PO Box 1777
Richmond, KY 40476-1777
(859)575-1617
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REQUEST FOR BID (RFB)

FOR

PAPER, XEROGRAPHIC BOND COPY

Solicitation Number: 22-002
Issued: April 19, 2021
Closing Date: May 11, 2021 at 3:00 pm EST
Last day for questions: May 4, 2021 at 3:00 pm EST

Notice to Vendors:

Vendors are cautioned that changes made to the solicitation other than in the designated fields for response shall render the response invalid and result in a non-responsive bid. Any exceptions to the item description or extended description shall be indicated only in the space reserved for those exceptions.

Unless the exceptions are noted as instructed, the Vendor will be expected to deliver as specified in the solicitation. Responses that include terms and conditions not in conformity with the terms and conditions of the Solicitation as issued or the Kentucky Model Procurement Code for local public agencies or any applicable federal laws may be rejected.

In the event of any conflict or variation between the solicitation or modification as issued by the SESC and the Vendor's response, the version as issued shall prevail.

Acknowledgment of Addenda to Solicitations

It is the Vendor's responsibility to check the SESC web site, <http://sesccoop.org>, for any modifications to this Solicitation. If modifications have been made, the Vendor's signature is required on the latest addendum. Written acknowledgment shall be received by the buyer prior to the closing date and time of this RFB. Verbal acknowledgment shall not be accepted.

Failure to acknowledge the latest addendum of this Solicitation shall cause the bid to be deemed non-responsive if the latest addendum is material to the procurement.

Solicitation

Terms and Conditions

Section 1

Scope of Contract

The SESC issues this Solicitation to establish a Contract for **White and Color Paper, Xerographic Bond Copy**. The purpose of this purchasing program is to offer districts another purchasing option than the state contract price list and other coop pricing. **No administrative fees will be assessed to vendors.**

REQUIRED SPECIFICATIONS

All paper must be acid-free and meet the following target specifications:

- 4.7% Moisture; 4.0 MLS Caliper; 160 Smoothness; 88% Tappi Capacity; 2.2 Taber-MD Stiffness; 1.1 Taber-CD Stiffness;
- Preferred Brands: Hammermill, Mead Chief, Badger, Xerographic, Hammermill Tidal DP, Carolina Xerocopy DP by Weyerhaeuser, Acclaim (Georgia Pacific), Nashua (by Mead), Mead Matrix, or Econosource. Other brands meeting the above minimum specifications may also be bid.
- While imported paper is allowed, it must meet specifications.
- Post-consumer recycle content not required.

Manufacturer's or vendor's catalog numbers, trade names, etc., where shown in this solicitation, are for descriptive purposes to guide the bidder in interpreting the standard of quality, design, and performance desired, and shall not be construed to exclude proposals based on furnishing other types of materials. However, any substitutions or departure proposed must be clearly noted and described, otherwise it will be understood that the bidder intends to supply items mentioned in the solicitation.

Paper must be mill processed and mill wrapped, 500 sheets in a sealed moisture-proof package, carefully and tightly wrapped so all sheets lay flat and free of wrinkles.

Packaging cartons must be consistently marked and branded. A variety of branded cartons shall not be accepted.

Packaged ten (10) reams per carton. Cartons with telescopic lids are preferred. If cartons with lid flaps are used, a piece of corrugated paper cut to carton size shall be placed between paper and lid flaps. Total weight of carton and paper not to exceed 64 pounds.

Minimum order quantity by members is 40 cartons per order. Therefore, all paper deliveries will not require forklifts. Additionally, all members/receiving locations do not have forklifts for unloading. In the events when no forklift is available, items shall be unloaded by hand by the district at no cost to the SESC.

Delivery is F.O.B. Destination Freight Prepaid and Allowed. The Vendor shall be fully responsible for all shipments and freight charges involved to the ordering agency.

For deliveries on pallets, paper shall be delivered on pallets that are non-returnable. Size of pallet shall not exceed 48" x 36". Weight of individual pallet and material not to exceed 2,100 pounds. Overall height of pallet and material shall not exceed five feet. Cartons on pallets shall be banded with cushioning protectors under banded corners. Cartons on pallets shall be clearly marked with identification information facing outward to permit ready identification of material.

REQUIRED SAMPLE – A sample of a mill sealed ream of paper, **500 sheets**, carefully and tightly wrapped so all sheet lay flat and free of wrinkles shall be **submitted with bid**. Sample must include the name of supplier, item and/or stock numbers. Failure to submit this sample shall be cause for bid rejection.

Section 2

Purpose

The purpose of this Solicitation is to request Vendor responses in order to provide these items under Contract to agencies as needed.

Section 3

General

This Solicitation specifies requested items. It is not the intention of this Solicitation to eliminate Vendors or manufacturers of similar or equal equipment of the types specified. It should be noted, however, that these requested items are written around specific needs of SESC members. The SESC reserves the right to reject bids if they do not comply with the specifications contained herein.

Section 4

Initial Contract Period

The Contract established from this Solicitation shall be from June 30, 2021 through September 30, 2021.

Section 5

Renewal Clause – Optional Renewal Period

This Contract may be extended at the completion of the initial contract period for **three (3) additional three- to six-month periods**. This extension must have the written approval of the Vendor and the SESC. If the Contract resulting from this Solicitation provides for an optional renewal period, the SESC reserves the right to renegotiate any terms and/or conditions as may be necessary to meet requirements for the extended period. The Vendor will be advised of any proposed revisions prior to the renewal periods. In the event proposed revisions cannot be agreed upon, either party shall have the right to withdraw without prejudice from either exercising the option or continuing the contract in an extended period.

Section 6

Exceptions to Specifications

Any exceptions to the specifications must be clearly pointed out. Otherwise, it will be considered that items/services offered are in strict compliance with these specifications, and the successful bidder shall be held responsible for delivering materials/services that meet these specifications. Any exceptions shall be marked as such within the body of the bid and explained on a separate page. The SESC is not bound to accept any exceptions and exceptions taken may cause the bid to be rejected.

Section 7

Alternate Brands/Specifications

Unless otherwise specified, brands and specifications referenced in this Solicitation are meant to establish a minimum standard of quality only. Bidders may bid brands/specifications they consider to be equal by specifying the brand(s)/specifications and inserting the brand name(s), model number(s), etc. on which they are bidding. Bids offering "equal" products/specifications will be considered for award if such products are clearly identified in the bid and are determined by the SESC to meet or exceed fully the minimum essential specifications and salient characteristics referenced in the Solicitation. Bids that contain products/specifications that fail to meet the minimum essential requirements shall be rejected.

Bidders who propose alternate brands/specifications should enclose descriptive literature with their bids so that the equality can be verified. Failure to enclose sufficient literature may result in a non-responsive bid. If the brands are not changed, the Contract will be written accordingly and the successful bidder shall be required to deliver the brands/specifications stated in the Solicitation.

Section 8

Signing Solicitation

An authorized representative shall **complete and sign** where indicated on the Solicitation sheet that is the front page of this Solicitation and elsewhere as identified in this Solicitation.

FAILURE TO DO SO SHALL RESULT IN A NON-RESPONSIVE PROPOSAL.

Section 9

Agencies to be Served

This Contract shall be for use by the SESC cooperative, cooperative members and member school districts. SESC members include approximately 180 public elementary and secondary schools, one regional public university, and one private university. Members and their respective zip code locations are:

Barbourville Independent Schools, 40906
 Bell County Schools, 40977
 Berea Independent Schools, 40403
 Berea College, 40403

Clay County Schools, 40962
 Corbin Independent Schools, 40701
 East Bernstadt Independent Schools, 40729
 Eastern Kentucky University, 40475

Harlan Independent Schools, 40831
 Jackson County Schools, 40447
 Knox County Schools, 40906
 Laurel County Schools, 40741
 McCreary County Schools, 42647
 Middlesboro Independent Schools, 40965
 Model Lab Schools, 40475
 Pineville Independent Schools, 40977

Rockcastle County Schools, 40456
 Science Hill Independent Schools, 42553
 Somerset Independent Schools, 42501
 Southeast/South-Central Educ. Coop, 40475
 University of the Cumberlands, 40769
 Wayne County Schools, 42633
 Whitley County Schools, 40769
 Williamsburg Independent Schools, 40769

Section 10

Extending the Contract Use to Other Agencies

The SESC reserves the right, with the consent of the Vendor, to offer the Contract resulting from this Solicitation to its other agencies requiring the product(s) or service(s).

Section 11

Solicitation Submission Requirements – 2 options

Option 1 – Hard copy bid with sample supplies

- 1. Vendors shall submit one (1) signed original hard copy of the solicitation response under sealed cover, which shall be received no later than the date and time indicated on page 2 of this solicitation. Any response received after this date and time shall be rejected. Samples submitted with bids shall not be returned to the bidder. Responses not under sealed cover shall be rejected
 - a. Bidder should identify its hard copy response and its corresponding sample on the outside of the packages so that the buyer does not need to open them prior to bid closing date and time. Any response not sufficiently identified on the outside of the sealed envelope and sample, requiring it to be opened for identification, may be cause for rejection of the bid.

Option 2 – Electronic bid with sample supplies

- 2. Vendors shall submit one (1) signed and scanned original of the solicitation response to **sescbids@gmail.com**, which shall be received no later than the date and time indicated on page 2 of this solicitation. Any response received after this date and time **shall be rejected** and not opened.
 - a. Bidder shall identify the electronic response to a solicitation by entering the following key words in email subject line: **SESC Copy Paper Bid #22-002**
 - b. Bidder shall send or deliver its corresponding sample no later than the date and time indicated on page 2 of this solicitation.

Bids and samples shall be sent or submitted to:

Johnda Bales
Southeast/South-Central Educational Cooperative
PO Box 1777
Richmond, KY 40476-1777

The outside cover of the envelope and package containing the Bid Response and Sample should be marked with:

NAME OF SOLICITATION
SOLICITATION NUMBER
NAME OF VENDOR SUBMITTING RESPONSE
CLOSING DATE

Fax Bid Response copies are not acceptable for this RFB and shall be rejected.

Section 12

Method of Award

Evaluated Bid – Lowest Evaluated Approach

The SESC intends to award a Contract to the Vendor, whose offer, conforming to the Solicitation, is the most advantageous on the basis of lowest evaluated price for all products, services, and requirements contained herein.

An evaluation committee will evaluate the information provided by the Vendor in response to the established measurable criteria contained in the Solicitation.

<u>Measurable Criteria:</u>	<u>Points Possible</u>
Price	95
Delivery	5
Total Points	100

Each Vendor is responsible for submitting all relevant, factual and correct information with their offer to enable the evaluator(s) to afford each Vendor the maximum score based on the available data submitted by the Vendor. **VENDOR SHALL COMPLETE ALL ITEMS ON THE RESPONSE SHEET.** If adequate space is not available, the Vendor must attach additional information that clearly cross-references the appropriate location in the solicitation (i.e. page number, paragraph, subject, etc.).

Failure to provide adequate information will impact the evaluated points awarded to the Vendor. **SESC Board of Directors reserves the right to reject any and all bids.**

Price (95 points)

The bidder with the lowest price receives the maximum score for each price request. **A separate award will be made for white paper and for color paper.** The bidder with the next lowest price receives points by dividing the lowest price by the next lowest price and multiplying that percentage by the available points. For example, 95 points is allocated to the lowest price criteria for this procurement, Bidder “A” bids \$3.00 as the lowest bidder and receives the maximum 95 points ($\$3.00 / \$3.00 = 1.00 \times 95 = 95$). Assume Bidder “B” is the next lowest bidder at \$4.00, then “B” receives 71.3 points ($\$3.00 / \$4.00 = .75 \times 95 = 71.3$). A TOTAL score will be calculated from the points for all quantities requested.

Delivery (5 points)

Bidder should state the best delivery time in number of working days from receipt of PO to delivery to member locations. The bidder with the best delivery time receives the maximum score. Remaining bidder scores are calculated using the calculation method described in the Price section above.

Past Performance

Past Vendor Performance may be considered in the award of this Contract. Vendors with a record of poor performance in the last 12 months may be found non-responsible and ineligible for award.

Reciprocal Preference

Scoring is subject to Reciprocal preference for Kentucky resident bidders and Preferences for a Qualified Bidder or the Department of Corrections, Division of Prison Industries (KRS45A.470).

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 SESC 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.

Determining the residency of a bidder for purposes of applying a reciprocal preference

Any individual, partnership, association, corporation, or other business entity claiming resident bidder status shall submit along with its response the attached Required Affidavit for Bidders, Offerors, and Contractors Claiming Resident Bidder Status. 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.

A nonresident bidder shall submit, along with its response, its certificate of authority to transact business in Kentucky 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 bidder. If the bidder is not required by law to obtain said certificate, the state of residency for that bidder shall be deemed to be that which is identified in its mailing address as provided in its bid.

Preferences for a Qualified Bidder or the Department of Corrections, Division of Prison Industries (KAR 200 5:410).

Pursuant to 200 KAR 5:410, and KRS 45A.470, Kentucky Correctional Industries will receive a preference equal to twenty (20) percent of the maximum points awarded to a bidder in a solicitation. In addition, the following "qualified bidders" will receive a preference equal to fifteen (15) percent of the maximum points awarded to a bidder in a solicitation: Kentucky Industries for the Blind, any nonprofit corporation that furthers the purposes of KRS Chapter 163 and any qualified nonprofit agencies for individuals with severe disabilities as defined in KRS 45A.465(3). Other than Kentucky Industries for the Blind, a bidder claiming "qualified bidder" status shall submit along with its response to the solicitation a notarized affidavit which affirms that it meets the requirements to be considered a qualified bidder- affidavit form included. If requested, failure to provide documentation to a public agency proving qualified bidder status may result in disqualification of the bidder or contract termination.

Section 13**Inquiries**

All questions regarding this RFB and the entire procurement process surrounding this RFB shall be submitted in writing by May 4, 2021 at 3:00 pm. to the SESC Buyer sole point of contact, who is the SESC Buyer:

Johnda Bales, Business Manager
Southeastern South-Central Educational Cooperative
PO Box 1777
Richmond, KY 40476-1777
johnda.bales@sesccoop.org

Responses shall be posted on the SESC website no later than seven (7) calendar days prior to the closing date as listed above.

Restrictions on Communications

From the issue date of this Solicitation until a Contractor(s) is selected and the selection is announced, bidders are not allowed to communicate with any SESC Staff concerning this Solicitation except the SESC Buyer cited in this Solicitation via written questions.

Potential bidders should clearly understand that any verbal representatives made or assumed to be made during any oral discussions held between representatives of potential bidders and any SESC employee or official are not binding on the SESC.

For violation of this provision, the SESC shall reserve the right to reject the bid.

Section 14**Deliveries**

Delivery is F.O.B. Destination Freight Prepaid and Allowed. The Vendor shall be fully responsible for all shipments and freight charges involved to the ordering agency. In the events when no forklift is available, items shall be unloaded by hand by the district at no cost to the SESC.

Section 15**Tax Exempt Status**

Do not include Federal Excise Tax, Kentucky Sales or Use Tax in prices quoted in response to this Solicitation.

Section 16**Basis of Price Revisions**

Price adjustments: Unless otherwise specified, the prices established by the Contract resulting from this Solicitation shall remain firm for the contract period subject to the following:

A: Price Increases: A price increase will not be allowed during the first three (3) months of the contract. A price increase after this period may be allowed as specified in section C below.

B: Price Decreases: The Contract price shall be reduced to reflect any industry wide price decreases. The Contract holder is required to furnish the SESC with notice of any price decreases as soon as such decreases are available.

C: Extended Contract Periods: If the Contract provides for an optional renewal period, a price adjustment may be granted at the time the Contract is renewed, subject to price increase justification as required. The price increase must be based on industry wide price changes. The Contract holder must request in writing a price increase at least thirty (30) days prior to the effective date, and shall provide firm proof that the price increase(s) is justified. The SESC may request additional information or justification. If the price increase is denied, the Contract holder may withdraw from the Contract without prejudice upon written notice and approval by the SESC. Provided, however, that the Vendor must continue service, at the Contract prices, until a new Contract can be established; usually within sixty (60) days.

Section 17

Vendor Terms and Conditions

Solicitation or quotation forms that include terms and conditions not in conformity with the terms and conditions of this Solicitation or applicable Statutes shall be rejected.

The SESC of Kentucky shall not be bound by any part(s) of the bidder's response to this Solicitation that contains information, options, conditions, terms, or prices neither requested nor required in the Solicitation. In the event of any conflicts between the specifications, terms and conditions indicated by the SESC and those indicated by the Contractor, those of the SESC take precedence. The Contract supersedes all bids or other prior agreements, oral or written, and all other communications between the parties relating to this subject.

Section 18

Post Contract Agreements

The resulting Contract shall constitute the entire agreement between the SESC and awarded Contractor. Unless contractually provided, SESC members utilizing this Contract will not be required to enter into nor sign further agreements, leases, company orders or other documents to complete or initiate the terms of a Contract resulting from this Solicitation or offer. Any such documents so obtained will be non-binding on the SESC members and will be cause for breach of contract.

Section 19

Quantity Basis of Contract – Estimated Quantities

Any and all quantities mentioned in this Solicitation are purely estimates, and are not to be implied nor inferred as being guarantees. The SESC is obligated to buy only that quantity needed by its members during the term of the contract. Requirements may exceed the quantities shown and the contractor will be required to furnish all requirements shown on Orders dated during the life of the Contract.

Section 20**Vendor's Report**

The vendor(s) may be asked to furnish the buyer, SESC, a report showing volume which has been sold to the SESC and its using members each three (3) months of the contract period. This report may be the vendor's computer printout sheet or form. This shall apply to all items, which are to become a part of this Contract. This report must reference usage by brief description, product number, or other format designated by the SESC.

Section 21**FOB Basis of Shipment – Vendor Responsible**

Quotations of unit prices on this Solicitation shall be F.O.B. Destination Freight Prepaid and Allowed. The Vendor shall be fully responsible for all shipments and freight charges involved to the ordering agency.

Section 22**Cancellation Clause – 30 Days Notice**

The SESC may cancel the contract established from this Solicitation by giving written notice thirty (30) days prior to effective cancellation date. In the event such action is taken, the contract shall be null and void upon receipt of a Modification from the SESC canceling the Contract.

Section 23**Exception to Required Use of Contract**

The establishment of this Contract is not intended to preclude the use of similar products when requested by the agency. The SESC reserves the right to contract for large requirements by using a separate solicitation.

Section 24**Service Performance**

All services performed under contract shall be in accordance with the terms and provisions of the contract. It will be the agency's responsibility to ensure that such services rendered are performed and are acceptable.

The relationship between the SESC and the Contractor is that of client and independent Contractor. No agent, employee, or servant of the Contractor or any of its subcontractors shall be or shall be deemed to be an employee, agent, or servant of the SESC for any reason. The Contractor will be solely and entirely responsible for its acts and the acts of its agents, employees, servants, and subcontractors during the performance of this Contract.

Major deviations of services performed will not be made without the written approval of the SESC. Problems that arise under any aspect of performance should first be resolved between the Vendor and the member agency. Either party should refer in writing any such problems and/or disagreements that cannot be resolved to the SESC for settlement.

Section 25

Addition or Deletion of Items or Services

The SESC reserves the right to add new and similar items, with the consent of the Vendor, to any Contract awarded from this Solicitation. The SESC to effect this change will issue a Contract Modification. Until such time as the Vendor receives a Modification, the Vendor shall not accept Orders from any agency referencing such items or services.

Section 26

Agreement between Parties

By submitting a bid, the bidder acknowledges and agrees to be bound by the terms and conditions of the Solicitation. The bidder agrees that a resulting Contract is the complete and exclusive statement of the agreement between the parties, which supersedes all prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this Solicitation. It is further agreed between the parties, that any valid modification of contractual agreement must be formalized by issuance of a Contract Modification from the SESC. Purchase or Sales Agreements, supplied by the bidder making an offer, in reply to the Solicitation, will not be accepted. The only terms and conditions acceptable to the SESC of Kentucky are as outlined in the Solicitation. Bids not conforming will be considered as non-responsive.

Section 27

Governmental Restrictions

In the event any Governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship, or performance of the items offered on this proposal prior to delivery, it shall be the responsibility of the successful bidder to notify the SESC in writing, indicating the specific regulation which requires such alterations. The SESC reserves the right to accept any such alterations, including any subsequent price adjustments, or to cancel the Contract.

Section 28

Payments

All bills shall be paid within thirty (30) working days of receipt of goods and services or a vendor's invoice except when the purchasing agency has transmitted a rejection notice to the vendor. Unless otherwise specified, payment will not be made for partial deliveries accepted.

Section 29

Inspection

All supplies, equipment, and services shall be subject to inspection or tests by the receiving agencies prior to acceptance. In the event supplies, equipment, or services are defective in material or workmanship or otherwise not in conformity with specified requirements, the receiving agencies shall have the right to reject the items or services or require acceptable correction at the Vendor's expense.

FAILURE TO COMPLY WITH SPECIFICATIONS SHALL BE CONSIDERED SUFFICIENT REASON TO REJECT DELIVERY.

Section 30**Subcontracts**

The Contractor is permitted to make subcontract(s) with any other party for furnishing any of the work or services herein. The Contractor shall be solely responsible for performance of the entire Contract whether or not subcontractors are used. The SESC shall not be involved in the relationship between the prime contractor and the subcontractor. Any issues that arise as a result of this relationship shall be resolved by the prime contractor.

All references to the Contractor shall be construed to encompass both the Contractor and any subcontractors of the Contractor.

Section 31**Federal Tax Exempt Purchases by the SESC of Kentucky**

Contracts Direct With Manufacturer: In the event a manufacturer bids direct and is awarded a Contract, the SESC shall request the contractor to furnish evidence of registration with the U.S. Internal Revenue Service. This registration shall be in accordance with the "Temporary Rules, 1958 Excise Tax Act". After such registration, individual Excise Tax Exemption Certificates are not necessary on each individual order issued against the contract by the SESC and its members. Therefore, quoted prices must be exclusive of Federal Excise Taxes.

Contract With Other Than Manufacturer: If successful bidder is other than the manufacturer, the SESC members will furnish a Tax Exemption Certificate to the Contractor. Therefore, quoted prices must be exclusive of Federal Excise Taxes.

Section 32**Governing Law**

This Solicitation shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky and any litigation with respect to this Solicitation shall be brought in state or federal court in Laurel County, Kentucky.

Section 33**Protest**

The Executive Director of the SESC shall have authority to determine protests and other controversies of actual or prospective Offerors in connection with the solicitations or selection for award of a contract.

Any actual or prospective Offeror or Contractor, who is aggrieved in connection with solicitation or selection for award of a contract, may file protest with The Executive Director of the SESC. A protest or notice of other controversy must be filed promptly and in any event within two (2) calendar weeks after such aggrieved person knows or should have known of the facts giving rise thereto. All protests or notices of other controversies must be in writing and shall be addressed to:

Business Manager
Southeast/South-Central Educational Cooperative
PO Box 1777
Richmond, KY 40476-1777

The Executive Director of the SESC shall promptly 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 by the Executive Director of the SESC shall be final and conclusive.

Section 34

Access to Records

The contractor agrees that the contracting agency, SESC, and the Auditor of Public Accounts, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this contract for the purpose of financial audit or program review. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the contract and shall be exempt from disclosure as provided in KRS 61.878(1)(c). The contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884.

Section 35

Registration with the Secretary of State by a Foreign Entity

Pursuant to KRS 45A.480(1)(b), an agency, department, office, or political subdivision of the Commonwealth of Kentucky shall not award a contract to a person that is a foreign entity required by [KRS 14A.9-010](#) to obtain a certificate of authority to transact business in the Commonwealth (“certificate”) from the Secretary of State under [KRS 14A.9-030](#) unless the person produces the certificate within fourteen (14) days of the bid or proposal opening.

Therefore, foreign entities should submit a copy of their certificate with their solicitation response. If the foreign entity is not required to obtain a certificate as provided in [KRS 14A.9-010](#), the foreign entity should identify the applicable exception in its solicitation response. Foreign entity is defined within [KRS 14A.1-070](#).

For all foreign entities required to obtain a certificate of authority to transact business in the Commonwealth, if a copy of the certificate is not received by the contracting agency within the time frame identified above, the foreign entity’s solicitation response shall be deemed non-responsive or the awarded contract shall be cancelled.

Businesses can register with the Secretary of State at <https://secure.kentucky.gov/sos/ftbr/welcome.aspx>.

Section 36

Cancellation of RFB

If any or all responses received exceed the amount of funding available, the SESC reserves the right to cancel this RFB.

A request for bid, request for proposal, or other solicitation may be canceled, or all bids or proposals may be rejected, if it is determined in writing that such action is in the best interest of SESC.

Section 37

Termination

Termination for Convenience

SESC 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. SESC, 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).

Termination for Non-performance

Default

SESC may terminate the resulting contract for non-performance, as determined by the cooperative, for such causes as:

- 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 SESC is not in its best interest, or failure to comply with the terms of this contract;
- 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;
- 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
- 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.

Section 38

Demand for Assurances

In the event SESC 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.

Section 39

Notification

SESC will provide ten (10) calendar days written notice of default. Unless arrangements are made to correct the non-performance issues to the cooperative's satisfaction within ten (10) calendar days, SESC may terminate the contract by giving forty-five (45) days' notice, by registered or certified mail, of its intent to cancel this contract.

Section 40

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 SESC prevails, the Contractor agrees to pay all expenses of such action, including attorney's fees and costs at all stages of litigation.

Section 41

Compensable Damages for Breach

The Contractor agrees that the following items shall be included as compensable damages for any breach of a contract with SESC.

- Replacement costs.
- Cost of repeating the competitive bidding procedure expenses.
- Expenses incurred as the result of delay in obtaining replacements.

The enumeration of compensable damage contained in this section is not intended to be exclusive and will not operate to bar recovery by SESC 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.

Section 42

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – 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 SESC (form located at:

<https://www.samhsa.gov/sites/default/files/dtac/ccptoolkit/sf-III-disclosure-lobbying-required.pdf>).

Section 43**Suspension and Debarment**

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 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 SESC. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to SESC, 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.

Section 44

All provisions of this solicitation #22-002 shall be part of any resulting contract.

**ATTACHMENT A1
[PAGE 1 OF 2]**

Solicitation/Contract #: _____

REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS

FOR BIDS AND CONTRACTS IN GENERAL:

- I. Each bidder or offeror swears and affirms under penalty of perjury, that:
 - a. In accordance with [KRS 45A.395](#) and [KRS 45A.400](#), neither the bidder or offeror as defined in [KRS 45A.345\(19\)](#), nor the entity which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth of Kentucky; and the award of a contract to the bidder or offeror or the entity which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.
 - b. The bidder or offeror swears and affirms under penalty of perjury that, to the extent required by Kentucky law, the entity bidding, and all subcontractors therein, are aware of the requirements and penalties outlined in [KRS 45A.485](#); have properly disclosed all information required by this statute; and will continue to comply with such requirements for the duration of any contract awarded.
 - c. The bidder or offeror swears and affirms under penalty of perjury that, to the extent required by Kentucky law, the entity bidding, and its affiliates, are duly registered with the Kentucky Department of Revenue to collect and remit the sales and use tax imposed by [KRS Chapter 139](#), and will remain registered for the duration of any contract awarded.
 - d. The bidder or offeror swears and affirms under penalty of perjury that the entity bidding is not delinquent on any state taxes or fees owed to the Commonwealth of Kentucky and will remain in good standing for the duration of any contract awarded.

**ATTACHMENT A1
[PAGE 2 OF 2]**

Solicitation/Contract #: _____

REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS (cont)

FOR BIDS AND CONTRACTS IN GENERAL:

As a duly authorized representative for the bidder, offeror, or contractor, I have fully informed myself regarding the accuracy of all statements made in this affidavit, and acknowledge that the Commonwealth is reasonably relying upon these statements, in making a decision for contract award and any failure to accurately disclose such information may result in contract termination, repayment of funds and other available remedies under law.

Signature

Printed Name

Title

Date

Subscribed and sworn to before me by

(Affiant)

(Title)

Company Name _____

Address _____

of _____ this ____ day of _____, 20____.
(Company Name)

Notary Public

[seal of notary]

My commission expires: _____

ATTACHMENT A3

Solicitation/Contract #: _____

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

FOR BIDS AND CONTRACTS IN GENERAL:

I. The bidder or offeror swears and affirms under penalty of perjury that the entity bidding, and all subcontractors therein, meets the requirements to be considered a "qualified bidder" in accordance with [200 KAR 5:410\(3\)](#); and will continue to comply with such requirements for the duration of any contract awarded. Please identify below the particular "qualified bidder" status claimed by the bidding entity.

_____ A nonprofit corporation that furthers the purposes of KRS Chapter 163

_____ Per KRS 45A.465(3), a "Qualified nonprofit agency for individuals with severe disabilities" means an organization that:

- (a) Is organized and operated in the interest of individuals with severe disabilities; and
- (b) Complies with any applicable occupational health and safety law of the United States and the SESC; and
- (c) In the manufacture or provision of products or services listed or purchased under KRS 45A.470, during the fiscal year employs individuals with severe disabilities for not less than seventy-five percent (75%) of the man hours of direct labor required for the manufacture or provision of the products or services; and
- (d) Is registered and in good standing as a nonprofit organization with the Secretary of State.

The BIDDING AGENCY reserves the right to request documentation supporting a bidder's claim of qualified bidder status. Failure to provide such documentation upon request may 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: _____

ATTACHMENT B

RESPONSE SPECIFICATIONS AND SCORING CRITERIA

COPY PAPER

All paper must be acid-free and meet the following target specifications:

- 4.7% Moisture; 4.0 MLS Caliper; 160 Smoothness; 88% Tappi Capacity; 2.2 Taber-MD Stiffness; 1.1 Taber-CD Stiffness;
- Preferred Brands: Hammermill, Mead Chief, Badger, Xerographic, Hammermill Tidal DP, Carolina Xerocopy DP by Weyerhaeuser, Acclaim (Georgia Pacific), Nashua (by Mead), Mead Matrix, or Econosource. Other brands meeting the above minimum specifications may also be bid.
- While imported paper is allowed, it must meet specifications.
- Post-consumer recycle content not required.

Manufacturer's or vendor's catalog numbers, trade names, etc., where shown in this solicitation, are for descriptive purposes to guide the bidder in interpreting the standard of quality, design, and performance desired, and shall not be construed to exclude proposals based on furnishing other types of materials. However, any substitutions or departure proposed must be clearly noted and described, otherwise it will be understood that the bidder intends to supply items mentioned in the solicitation.

Paper must be mill processed and mill wrapped, 500 sheets in a sealed moisture-proof package, carefully and tightly wrapped so all sheets lay flat and free of wrinkles.

Packaging cartons must be consistently marked and branded. A variety of branded cartons shall not be accepted.

Packaged ten (10) reams per carton. Cartons with telescopic lids are preferred. If cartons with lid flaps are used, a piece of corrugated paper cut to carton size shall be placed between paper and lid flaps. Total weight of carton and paper not to exceed 64 pounds.

Minimum order quantity by members is 40 cartons per order. Therefore, all paper deliveries will not require forklifts. Additionally, all members/receiving locations do not have forklifts for unloading. In the events when no forklift is available, items shall be unloaded by hand by the district at no cost to the SESC.

Delivery is F.O.B. Destination Freight Prepaid and Allowed. The Vendor shall be fully responsible for all shipments and freight charges involved to the ordering agency.

For deliveries on pallets, paper shall be delivered on pallets that are non-returnable. Size of pallet shall not exceed 48" x 36". Weight of individual pallet and material not to exceed 2,100 pounds. Overall height of pallet and material shall not exceed five feet. Cartons on pallets shall

be banded with cushioning protectors under banded corners. Cartons on pallets shall be clearly marked with identification information facing outward to permit ready identification of material.

REQUIRED SAMPLE – A sample of a mill sealed ream, **500 sheets**, carefully and tightly wrapped so all sheet lay flat and free of wrinkles shall be **submitted with bid**. Sample ream must include the name of supplier, item and/or stock numbers. Failure to submit this sample shall be cause for bid rejection.

In the event that the sample paper provided is determined, after testing, to not be acceptable for use in District printers and copiers, the District shall proceed to the next low bidder whose product fully meets acceptance criteria and passes all testing. Paper brands that have past experience jamming in district printers may be considered non-responsive.

Bid shall be awarded to the SESC of Kentucky for use by it and members. Upon award, Purchase Orders will be issued as needed by the SESC and/or members.

Each Vendor is responsible for submitting all relevant, factual and correct information with their offer to enable the evaluator(s) to afford each Vendor the maximum score based on the available data submitted by the Vendor. **VENDOR SHALL COMPLETE ALL ITEMS ON THE REPNSE SHEET.** If adequate space is not available, the Vendor must attach additional information that clearly cross-references the appropriate location in the solicitation (i.e. page number, paragraph, subject, etc.).

Failure to provide adequate information will impact the evaluated points awarded to the Vendor.

Scoring Criteria

Price (95 points)

The bidder with the lowest price receives the maximum score for each price request. **A separate award will be made for white paper and for color paper.** The bidder with the next lowest price receives points by dividing the lowest price by the next lowest price and multiplying that percentage by the available points. For example, 95 points is allocated to the lowest price criteria for this procurement, Bidder "A" bids \$3.00 as the lowest bidder and receives the maximum 95 points ($\$3.00 / \$3.00 = 1.00 \times 95 = 95$). Assume Bidder "B" is the next lowest bidder at \$4.00, then "B" receives 71.3 points ($\$3.00 / \$4.00 = .75 \times 95 = 71.3$). A TOTAL score will be calculated from the points for all quantities requested. See Attachment D below for sample calculation.

Delivery (5 points)

Bidder should state the best delivery time in number of working days from receipt of PO to delivery to member locations. The bidder with the best delivery time receives the maximum score. Remaining bidder scores are calculated using the calculation method described in the Price section above.

**ATTACHMENT C1
 BIDDER RESPONSE SHEET
 WHITE PAPER, XEROGRAPHIC BOND COPY**

Vendor Name _____

Vendor Address _____

Vendor Representative Name _____

Vendor Representative Phone _____

Vendor Representative E-Mail _____

I certify that all information contained in my response is accurate to the best of my knowledge.

Vendor Representative Signature _____

MEETS OR EXCEEDS MINIMUM SPECIFICATIONS IN THIS SOLICITATION (CIRCLE ONE)	PRICE PER CARTON (95 POINTS POSSIBLE)	DELIVERY DAYS AFTER RECEIPT OF PO (5 POINTS POSSIBLE)	POINTS
YES / NO	(40-200 cartons) \$	DAYS	
YES / NO	(240-400 cartons) \$	DAYS	
YES / NO	(440-600 cartons) \$	DAYS	
YES / NO	(640-800 cartons) \$	DAYS	
YES / NO	(840 cartons) \$	DAYS	
TOTAL POINTS			

Paper/Mill Information

Paper Brand Name _____

Name of Mill _____

Address of Mill _____

Bidder must also attach its Certificate of Authority (see Section 35), if applicable, and the necessary Affidavit(s) (see Attachments A1, A2, A3) to its Bidder Response.

**ATTACHMENT C2
 BIDDER RESPONSE SHEET
 COLOR PAPER, XEROGRAPHIC BOND COPY**

Vendor Name _____

Vendor Address _____

Vendor Representative Name _____

Vendor Representative Phone _____

Vendor Representative E-Mail _____

I certify that all information contained in my response is accurate to the best of my knowledge.

Vendor Representative Signature _____

MEETS OR EXCEEDS MINIMUM SPECIFICATIONS IN THIS SOLICITATION (CIRCLE ONE)	PRICE PER CARTON (95 POINTS POSSIBLE)	DELIVERY DAYS AFTER RECEIPT OF PO (5 POINTS POSSIBLE)	POINTS
YES / NO	(40-200 cartons) \$	DAYS	
YES / NO	(240-400 cartons) \$	DAYS	
YES / NO	(440-600 cartons) \$	DAYS	
YES / NO	(640-800 cartons) \$	DAYS	
YES / NO	(840 cartons) \$	DAYS	
TOTAL POINTS			

Paper/Mill Information

Paper Brand Name _____

Name of Mill _____

Address of Mill _____

Bidder must also attach its Certificate of Authority (see Section 35), if applicable, and the necessary Affidavit(s) (see Attachments A1, A2, A3) to its Bidder Response.

**ATTACHMENT D
SAMPLE BID CALCULATION**

Company A

MEETS OR EXCEEDS MINIMUM SPECIFICATIONS IN THIS SOLICITATION (CIRCLE ONE)	PRICE PER CARTON (95 POINTS POSSIBLE)	DELIVERY DAYS AFTER RECEIPT OF PO (5 POINTS POSSIBLE)	POINTS
YES / NO	(40-200 cartons) \$ 25.95	5 DAYS	98
YES / NO	(240-400 cartons) \$ 24.95	5 DAYS	98
YES / NO	(440-600 cartons) \$ 23.95	5 DAYS	94
YES / NO	(640-800 cartons) \$ 22.95	5 DAYS	93.9
TOTAL POINTS			383.9

Company B

MEETS OR EXCEEDS MINIMUM SPECIFICATIONS IN THIS SOLICITATION (CIRCLE ONE)	PRICE PER CARTON (90 POINTS POSSIBLE)	DELIVERY DAYS AFTER RECEIPT OF PO (5 POINTS POSSIBLE)	POINTS
YES / NO	(40-200 cartons) \$ 27.00	3 DAYS	96.3
YES / NO	(240-400 cartons) \$ 26.00	3 DAYS	96.2
YES / NO	(440-600 cartons) \$ 25.00	3 DAYS	92.2
YES / NO	(640-800 cartons) \$ 24.00	3 DAYS	91.9
TOTAL POINTS			376.6

Company C

MEETS OR EXCEEDS MINIMUM SPECIFICATIONS IN THIS SOLICITATION (CIRCLE ONE)	PRICE PER CARTON (90 POINTS POSSIBLE)	DELIVERY DAYS AFTER RECEIPT OF PO (5 POINTS POSSIBLE)	POINTS
YES / NO	(40-200 cartons) \$ 26.95	10 DAYS	93
YES / NO	(240-400 cartons) \$ 25.95	10 DAYS	92.8
YES / NO	(440-600 cartons) \$ 22.95	10 DAYS	96.5
YES / NO	(640-800 cartons) \$ 21.95	10 DAYS	96.5
TOTAL POINTS			378.8

