



PurchasePros

CKEC - GRREC – KEDC - NKCES – OVEC - SESC - WKEC
KENTUCKY EDUCATIONAL DEVELOPMENT CORPORATION (KEDC)
904 ROSE ROAD
ASHLAND, KY 41102-7104
Member Services (606) 928-0205
www.kpc4me.com

*** INVITATION TO BID ***

BID REFERENCE:	<u>PV-BPA-2024</u>
BID PUBLIC NOTICE DATE:	<u>January 2, 2024</u>
BID OPENING DATE & TIME:	<u>January 19, 2024, 9:00 AM Eastern</u>
BID CONTRACT PERIOD:	<u>Contract Award Date – December 31, 2024, plus any extensions</u>
BID ITEMS:	<u>BUS PARTS AND ACCESSORIES</u>

BID PURPOSE: The Kentucky Educational Development Corporation (KEDC) Board of Directors (hereinafter Board), as a Local Public Agency doing business as PurchasePros solicits sealed bids that would, if accepted by the Board or its designee (hereinafter PurchasePros), establish preferred contracts, with the general and detailed 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 RESPONDENTS	1
2. CLARIFICATION:.....	1
3. PROCUREMENT CONSIDERATIONS	1
4. AUTHENTICATION OF RESPONSE.....	2
5. CERTIFICATION REGARDING LOBBYING.....	3
6. CERTIFICATION CONCERNING DISBARMENT AND SUSPENSION.....	4
7. ERROR IN SUBMISSION	4
8. WITHDRAWAL OF SUBMISSION	4
9. ADDENDA.....	4
10. PROTEST PROCEDURES	4
11. PRE-QUALIFICATION	5
12. REVIEW.....	5
13. NON-ASSIGNABILITY OF AWARD	5
14. PIGGYBACK CLAUSE	5
15. TRANSMITTAL OF ORDERS	6
16. E-PROCUREMENT.....	6
17. QUANTITIES.....	6
18. WARRANTY.....	6
19. HEALTH PRECAUTIONS	6
20. RECALLS.....	6
21. RETURNS:	7
22. LIABILITY.....	7
23. ACCOUNTING PRACTICES.....	7
24. ITEM SUBSTITUTION AND OUT-OF-STOCK BACK-ORDERS	7
25. PENALTY:.....	7
26. PRODUCT AND SAFETY INFORMATION	7
27. VELOCITY REPORTS	7
28. CONTRACT SUSPENSION.....	8
29. TERMINATION FOR CONVENIENCE.....	8
30. TERMINATION FOR NON-PERFORMANCE (DEFAULT)	8
31. DEMAND FOR ASSURANCES	8
32. NOTIFICATION	9
33. ATTORNEY FEES.....	9
34. COMPENSABLE DAMAGES FOR BREACH	9
35. FORCE MAJEURE	9
36. SEVERABILITY	10
37. OTHER CONDITIONS.....	10

BUS PARTS AND ACCESSORIES TERMS AND CONDITIONS 13

1. INSTRUCTIONS FOR RESPONDENTS..... 13

2. PARTICIPATING MEMBER INSTITUTIONS..... 13

3. AWARD..... 13

4. MARKET BASKET ANALYSIS 13

5. CONTRACT PERIOD 14

6. PRICING 14

7. DISCOUNT ADJUSTMENTS 14

8. PROMOTION 14

9. PAYMENTS 15

10. ADMINISTRATIVE FEE..... 15

11. DELIVERY CHARGES..... 15

12. PRODUCT EVALUATION 15

13. PROMPT PAYMENT DISCOUNT 16

STANDARD TERMS AND CONDITIONS

1. **INSTRUCTIONS FOR RESPONDENTS:** These standard terms and conditions along with the solicitation specific terms and conditions apply to all solicitations submitted. In the event of a discrepancy between the standard and solicitation specific terms, the solicitation 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 public notice date and until the time and date specified for the solicitation opening. Tabulations will be made by PurchasePros staff and, after the Board or its designee has taken official action, will be posted to the above website.

PurchasePros utilizes an online interface that creates a confidential and encrypted electronic submission. Submission requires that each respondent have an updated account. Instructions on how to register as a new vendor or update an existing account and complete the 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@PurchasePros.net.

Submit all responses and any attachments via the online application. No other form of submission (e.g., email, paper, telephone, facsimile, mail, etc.) will be accepted. Responses submitted on company forms are subject to rejection. The respondent acknowledges that the respondent has read this invitation, understands it, and agrees to abide by its terms and conditions.

2. **CLARIFICATION:** For clarification or additional information relative to this invitation contact the PurchasePros Member Services Team by email at info@PurchasePros.net or phone (606) 928-0205.
3. **PROCUREMENT CONSIDERATIONS:** PurchasePros conducts all procurement transactions in full compliance with all applicable federal and state statutes, regulations, and rules.

It is the clear intention of PurchasePros 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).

PurchasePros 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 PurchasePros 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 PurchasePros 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 to define the performance of other salient requirements of procurement, and when so used to specify features of the named brand that must be met by respondent.

A contract will be entered into by PurchasePros with only responsible respondents who possess the ability to perform successfully under these terms and conditions. Consideration shall be made for such matters as a respondent's integrity, record of past performance, financial and technical resources, or accessibility to other necessary resources.

PurchasePros shall follow the principles of cost analysis in the review and evaluation of responses to determine if the respondent meets the requirements or reasonableness, allocability, and allowability.

4. AUTHENTICATION OF RESPONSE AND STATEMENT OF NON-COLLUSION AND NON-CONFLICT OF INTEREST AND COMPLIANCE WITH THE KENTUCKY MODEL PROCUREMENT CODE: By my signature on the certification or by electronically submitting my response to this solicitation, I hereby swear or affirm under penalty of false swearing as provided by KRS 523.040:
- a. I am the respondent (if respondent is an individual), a partner in the respondent (if the respondent is a partnership), or an officer or employee of the submitting corporation having authority on its behalf (if the respondent is a corporation).
 - b. The costs quoted in the response are correct and have been arrived at by the respondent 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 solicitation, designed to limit independent competition.
 - c. The contents of this response have not been communicated by the respondent, or its employees, or agents to any person not an employee or agent of the respondent or its surety on any bond furnished with the response and will not be communicated to any such person prior to the official opening of the response. Respondent 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 respondent certifies that collusion is a violation of federal law and can result in fines, prison sentences and civil damage awards.
 - d. The respondent is legally entitled to enter contracts with agencies of the Commonwealth of Kentucky and is not in violation of any prohibited conflict of interest, gratuities and kickbacks including those prohibited by the provisions of the Model Procurement Code (KRS Chapter 45A). Any employee or official of PurchasePros or member institution, who shall take, receive, or offer to take or receive, either directly or

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

- e. The PurchasePros collective procurement process is conducted consistent with KRS Chapter 45A:345 through 45A:460, the Model Procurement Code, and that the contents of this response and the actions taken by the respondent in preparing and submitting the response comply with the above referenced sections of the Model Procurement Code.

5. CERTIFICATION REGARDING LOBBYING: The respondent certifies, to the best of his or her knowledge and belief, that:

- a. No Federally 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 Federally 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 respondent shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
- d. This certification is a material representation of fact, upon which reliance was placed when this transaction was made or entered into. The Respondent 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 PurchasePros.

6. **CERTIFICATION CONCERNING DISBARMENT AND SUSPENSION:** The respondent 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 submitting this solicitation, the respondent certifies as follows:

The certification in this clause is a material representation of fact relied upon by PurchasePros. If it is later determined that the respondent knowingly rendered an erroneous certification, in addition to remedies available to PurchasePros, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The respondent 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 respondent further agrees to include a provision requiring such compliance in its lower-tier-covered transactions.

7. **ERROR IN SUBMISSION:** No submission may be altered or amended after the specified time and date set for the opening. The Board or its designee reserves the right to waive defects and informalities in response, to reject any or all submissions, or to accept any response as may be deemed to its interest. PurchasePros may allow the withdrawal of a submission where there is a patent error on the face of the document, or where the respondent presents sufficient evidence, substantiated by worksheets, that the response was based upon an error in the formulation of the price.
8. **WITHDRAWAL OF SUBMISSION:** All submissions shall be valid for a period of thirty (30) days from the opening date to allow for tabulation, study, and consideration by the Board or its designee. The respondent may withdraw a submission, without prejudice, prior to the published opening date.
9. **ADDENDA:** PurchasePros may issue addenda to the solicitation after its release.
10. **PROTEST PROCEDURES:** The Board or its designee shall have authority to determine protests and other controversies of actual or prospective respondents in connection with the solicitation or selection for award of a contract.

Any actual or prospective respondent, 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 regarding the solicitation must be filed prior to the opening. A protest or notice of other controversy regarding an award must be filed within two (2) calendar weeks after award. All protests or notices of other controversies must be in writing and addressed to:

KEDC

ATTN: Chief Executive Officer

904 Rose Road
Ashland, KY 41102

The Board 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 Board shall be final and conclusive.

11. **PRE-QUALIFICATION:** PurchasePros reserves the right to pre-qualify any respondent, especially those that have not previously participated in the PurchasePros program. Criteria for qualification shall include:
 - a. **Product Line:** The respondent shall provide proof that all items listed in the catalog are in stock or quickly obtained.
 - b. **Physical Facilities -** Respondent must have the warehouse facilities required to store safely and securely the products required by these specifications. PurchasePros reserves the right to prequalify any or all respondents and to reject any respondent not meeting the requirements in the areas of warehouse facilities and equipment associated with and necessary for the safe and sanitary storage of items requested in these specifications. The facilities and operating practices must, always, comply with the United State Food, Drug, and Cosmetic Act as well as any State and Local Statute, Regulation or Ordinance where applicable.
 - c. **Financial Capacity -** The potential respondent 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 PurchasePros does not have adequate historical data to determine the respondent's ability to comply with the service level requirement outlined in this solicitation, then three letters of reference from current educational service agencies or school district customers shall be provided.
 - e. **Past Performance –** The respondent 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.
12. **REVIEW:** After the public opening of proposals received from the solicitation, PurchasePros staff and member officials will review the results, develop a preliminary tabulation, and may contact the respondent for the purpose of clarification only.
13. **NON-ASSIGNABILITY OF AWARD:** Contractor shall not transfer any contract resulting from this solicitation to its successors or assigns without the prior, express approval of the Board or its designee.
14. **PIGGYBACK CLAUSE:** PurchasePros reserves the right to extend the terms, conditions, and prices of the contractor to other institutions who express an interest in participating in any contract that results

from this solicitation. Each of the piggyback Institutions will issue their own purchasing documents for purchasing of goods and services. The respondent agrees that PurchasePros shall bear no responsibility or liability for any agreements between the respondent and the other Institution(s) who desire to exercise this option. Piggyback contracts may not extend beyond the contact date established by PurchasePros. Participation by other institutions may not result in a material change to the contract.

15. TRANSMITTAL OF ORDERS: PurchasePros shall issue purchasing guidelines to members. The members will use formal purchase orders in ordering from the contractor. The successful respondent acknowledges that orders from PurchasePros members transmitted from PurchasePros' office on the member's behalf are acceptable. The successful respondent may use salespeople for in-person and/or telephone solicitation of orders in accordance with a mutually agreed schedule developed between a member and the contractor. The respondent shall accept orders electronically from PurchasePros and/or members.
16. E-PROCUREMENT: PurchasePros utilizes an e-procurement facilitation system for online ordering. Awarded contractors will be required to have an online presence in the PurchasePros e-procurement catalog by either:
 - a. providing a list of items on a form furnished by PurchasePros for catalog upload or,
 - b. establishing a cXML or punch out link between PurchasePros and the awarded contractor's site.Catalog upload or punch out connections must be completed within 60 days of award notice.
17. QUANTITIES: It shall be understood that the contract will not obligate PurchasePros or its members to purchase from the contractor.
18. WARRANTY: The contractor shall make available and honor all manufacturer's warranties, standard and extended, to all PurchasePros members.
19. HEALTH PRECAUTIONS: Any employee or subcontractor of the awarded contract holder must abide by all posted safety guidelines when on premise (e.g., temperature checks, wearing a mask, etc.). Should an employee or subcontractor show signs of a fever, the member may refuse entry and reserves the right to notify the contract holder and local health officials. The awarded contract holder shall notify the member within 24 hours of any positive tests for communicable diseases (corona virus, influenza, etc.) among employees and subcontractors who have visited a member facility in the last 14 days. The awarded contract holder need not identify the individual; they need only acknowledge the positive test.
20. RECALLS: The contractor shall notify PurchasePros and its members immediately of any product recalls and 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 contractor.

21. RETURNS: The contractor must provide a Return Material Authorization within 1 working day of the request by a PurchasePros member. Materials must be restocked at no charge to the member (special order and custom crafted items excluded).
22. LIABILITY: The contractor agrees to protect, defend, and save harmless PurchasePros and members from any suits or demands for payment that may be brought against it for the use of any patented material, process, article, or device that may enter into the manufacture, construction, or form a part of the work covered by either order or contract; and further agrees to indemnify and save harmless PurchasePros and members from suits or actions of every nature and description brought against it for, or on account of any injuries or damages received or sustained by any party or parties by, or for any of the acts of the contractor, his servants or agents. The contractor will hold PurchasePros and participating members harmless for all damages resulting from consumption of products delivered under this contract when such damages are attributed to foreign materials or other defects.
23. ACCOUNTING PRACTICES: During the life of any contract awarded resulting from this solicitation, the contractor must clearly demonstrate the capacity to provide accurate, reliable, and timely reports in terms of invoices, statements, credits, and usage data. Further, the contractor must demonstrate the ability and capability to provide all data necessary to accomplish an accurate and time efficient audit of cost on items being purchased under the cost process. Discounts, rebates, and credits shall be clearly identified on each invoice to PurchasePros members.
24. ITEM SUBSTITUTION AND OUT-OF-STOCK BACK-ORDERS: Substitutions require prior written authorization from the member. The contractor is required to notify the member if an item is out of stock, backordered, or if timely delivery is not feasible. Upon member notification, the contractor must receive written directions from the member on how to proceed (i.e., cancel, process, etc.).
25. PENALTY: The contractor agrees to provide total requirements as listed herein, thereby minimizing occurrences when a member may have to seek other interim product sources. One hundred percent (100%) of stock items are to be delivered within 10 business days; repeated failure to meet delivery timelines may be considered default.
26. PRODUCT AND SAFETY INFORMATION: The contractor shall provide upon request by any member, the most recent MSDS information sheets for any products delivered to said member. It is the contractor's responsibility to comply with all local, state, and federal product and safety regulations.
27. VELOCITY REPORTS: Velocity reports in an electronic format (Microsoft Excel, or CSV) specified by PurchasePros shall be issued to PurchasePros upon request. The contractor shall compile velocity reports by member. The reports shall indicate purchasing entity, contractor item number, manufacturer item number, item description, and quantity and dollar value of each item sold. PurchasePros may request procurement data from participating PurchasePros members to verify velocity report accuracy.

28. **CONTRACT SUSPENSION:** PurchasePros 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 contractor agrees that they have no legal recourse of any nature against PurchasePros or member entities except for payments that are due for prior purchases under the contract. The decision of PurchasePros regarding suspension and/or termination is final.
29. **TERMINATION FOR CONVENIENCE:** PurchasePros reserves the right to terminate any contract at any time, completely 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. The ordering 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 the contractor up to the time of termination but not including the 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).
30. **TERMINATION FOR NON-PERFORMANCE (DEFAULT):** PurchasePros may terminate the resulting contract for non-performance, as determined by PurchasePros, 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 PurchasePros is not in its best interest, or failure to comply with the terms of this contract.
 - b. Failing to keep or perform, within the period set forth herein, or violation of, any of the covenants, conditions, provisions, or agreements contained herein.
 - 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 the contractor might during that sixty (60) day period may 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.
31. **DEMAND FOR ASSURANCES:** If PurchasePros has reason to believe the contractor will be unable to perform under the contract, it may make a demand for reasonable assurances that the contractor will be able to timely perform all obligations under the contract. If the contractor is unable to provide such

adequate assurances, then such failure shall be an event of default and grounds for termination of the contract.

32. NOTIFICATION: PurchasePros will issue written notices for default, suspension, or termination. Notices are considered officially given and received:
- a. Immediately upon personal delivery or via same-day courier.
 - b. On the third business day after mailing by registered or certified mail, postage prepaid, return receipt requested.
 - c. Upon delivery when sent by prepaid overnight express delivery service (e.g., FedEx, UPS).
 - d. When sent by email to the administrative contact email address provided by the contractor to PurchasePros.

A party may change its notice address by giving notice in accordance with this section. The contractor must respond in writing within ten (10) calendar days, presenting a comprehensive plan to rectify all deficiencies to the satisfaction of PurchasePros.

33. ATTORNEY FEES: If either party deems it necessary to take legal action to enforce any provision of the contract, and in the event PurchasePros prevails, the contractor agrees to pay all expenses of such action, including attorney's fees and costs at all stages of litigation.
34. COMPENSABLE DAMAGES FOR BREACH: The contractor agrees that the following items shall be included as compensable damages for any breach of a contract with PurchasePros.
- a. Replacement costs
 - b. Cost of repeating the competitive procurement procedure
 - c. Expenses incurred as the result of a 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 PurchasePros for any other damages occasioned by the contractor's breach of contract. However, in cases where the contract provides for liquidated damages, said liquidated damages shall be in lieu of all other damages, including those enumerated.

35. FORCE MAJEURE: No party is liable or considered in default or breach of any agreement resulting from this solicitation for any failure or delay in fulfilling or performing any term of the agreement (except for owed payments) caused by acts beyond the impacted party's reasonable control. These include:
- a. Acts of God including natural disasters, extreme weather events, geological events, and biological events such as epidemics, pandemics, or similar health emergencies
 - b. War (declared or not), invasion, hostilities, terrorist threats or acts, riot, or civil unrest.
 - c. Changes in applicable laws or regulations after the agreement date
 - d. Actions, embargoes, or blockades in effect on or after the date of an agreement resulting from this solicitation.

- e. Action by any governmental authority including but not limited to economic sanctions or trade restrictions.
- f. National or regional emergency
- g. Strikes, labor stoppages or slowdowns or other industrial disturbances.
- h. Emergency state
- i. Shortage of power or transportation facilities
- j. Other similar events beyond the reasonable control of the impacted party such as technological malfunctions or breakdowns

The impacted party must provide written notice of a force majeure event within five (5) calendar days after reasonably determining its impact. The notice should include the impacted party's reasonable estimate of the event's duration and the expected time of performance. The impacted party must make diligent efforts to end the delay, minimize effects, and resume performance promptly after the removal of the force majeure cause.

PurchasePros may, in addition to other rights and remedies, terminate any agreement resulting from this solicitation if the contractor is the impacted party and any force majeure event continues or is expected to continue for more than ninety (90) calendar days, upon written notice to the contractor.

36. SEVERABILITY: If any provision of the contract is determined by any court or governmental authority to be unenforceable, the parties intend that the contract 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.

37. OTHER CONDITIONS:

- a. The respondent is legally entitled to enter 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.
- b. Any employee or official of PurchasePros 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.
- c. PurchasePros reserves the right to reject any and/or all submissions and to waive informalities.
- d. A contract, based on this sealed response, may or may not be awarded.
- e. The contractor shall comply and will comply with all local, state, and federal laws and regulations related to the contract and the rendering of goods and /or services.

- f. The contract shall be governed in all respects as to validity, construction, capacity, performance, or otherwise by the laws of the Commonwealth of Kentucky.
- g. Any suit, action or other proceeding regarding the execution, validity, interpretation, construction, or performance of this contract brought against PurchasePros shall be filed in the Boyd County Circuit Court of the Commonwealth of Kentucky.
- h. Any suit, action or other proceeding regarding the execution, validity, interpretation, construction, or performance of this contract brought against any participating member shall be filed in the participating member's local jurisdiction.
- i. The contractor affirms conformance with the provisions of the Civil Rights Act of 1964 as amended.
- j. Kentucky Sales and Use Tax Certificate of Exemption Form will be issued upon request.
- k. The contractor shall provide access to PurchasePros, 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.
- l. The contractor shall comply with all applicable cost principles, including but not limited to those set forth in 2 CFR § 225.
- m. The contractor shall retain all required records for three years after PurchasePros members make final payments and all other pending matters are closed (7 CFR § 3016.36).
- n. The contractor is and shall remain in compliance with all Federal Equal Employment Opportunity provisions. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." (2 CFR §200 Appendix II (C))
- o. Where applicable, the contractor 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).
- p. Where applicable, the contractor 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).

- q. Where applicable, the contractor 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).
- r. Where applicable, the contractor agrees to comply with all 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.
- s. Where applicable, the contractor 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).
- t. Where applicable, the contractor agrees to abide by the federal requirements regarding “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. (2 CFR §200 Appendix II (F))
- u. The contractor acknowledges a non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. (2 CFR § 200.323)
- v. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems for the following.
 - i. Covered telecommunications equipment as described in Public Law 115-232, section 889, produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - ii. Public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - iii. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - iv. Any telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. (2 § 200.216)

- w. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). (2 § 200.322)
- x. The contractor is and shall remain in compliance with all local, state, and national requirements for employee background checks.

BUS PARTS AND ACCESSORIES TERMS AND CONDITIONS

1. INSTRUCTIONS FOR RESPONDENTS: These solicitation specific terms and conditions along with the standard terms and conditions apply to all proposals submitted. Deviations or exceptions to the terms and conditions will not be accepted and are cause for rejection. In the event of a discrepancy between the standard and solicitation specific terms, the solicitation specific terms will govern.
2. PARTICIPATING MEMBER INSTITUTIONS: Any institution that is a member of PurchasePros - hereinafter referred to as member or members - is eligible to utilize any resulting contract; however, this does not mean that all members will participate.
3. AWARD: After the review of the bids PurchasePros may award one or more contracts based on the needs of their membership. Awards will be given to the highest scored, responsive, and responsible bidder(s). Bidders deemed not responsive and/or not responsible will be rejected and no further evaluation of their bid submission will occur.

PurchasePros will evaluate and score preliminary bids according to the following:

	POINTS
1. Market basket Analysis	50
2. Item Availability	20
3. Service History	<u>30</u>
POINT TOTAL	100

4. MARKET BASKET ANALYSIS: Bidders are required to complete the market basket spreadsheet as a component of their bid submission. The spreadsheet contains a list of sample items frequently purchased by PurchasePros members. For each sample item you sell please provide the list price, list the discount proposed, and finally calculate the PurchasePros discounted price. Like the following example:

Item Requested	Bus Manufacturer	Item Bid	Manufacturer	Manufacturer Item Number	List Price	Discount %	Discounted Price
Backing Lights	N/A	1156 BULB, DBL CONTACT	CEC	SA1156DC	1.00	10	0.90

This is a discount percentage bid. The market basket represents only a sampling of items for bid evaluation purposes and pricing submitted does not establish a contract for those items.

Vendors are expected to provide pricing for only those items that they sell. Failure to complete and submit the market basket will result in rejection of your bid.

5. **CONTRACT PERIOD:** The initial contract period for any award resulting from this bid is from the date of a contract award to December 31, 2024. PurchasePros may, at its discretion, extend the contract annually, not exceeding five years in total, including the initial contract period.

PurchasePros will communicate its intent to extend or not extend the contract by October 15th each year. If an extension of one year is proposed, the awarded bidder must respond in writing by November 1st, indicating their intention to accept the extension. PurchasePros decision to offer a renewal is influenced by the bidder's performance and discount stability during the contract period.

Should both parties agree to extend the contract by one year, the awarded bidder must communicate any necessary percentage discount adjustments for the extended year by November 1st. Excessive discount decreases may provide grounds for PurchasePros not to extend the contract.

Any contract extension is subject to a written agreement between PurchasePros and the awarded bidder and cannot extend beyond the current year without explicit approval from PurchasePros. PurchasePros retains the right, during any extension, to revise, update, or supplement contract terms and conditions, including assessing additional administrative fees to cover the cost of servicing the bid contract.

PurchasePros also reserves the right to extend the term for up to 180 days to maintain a source of supply until new or replacement contracts are finalized.

6. **PRICING:** All bid prices must include transportation and delivery charges to the location (member, PurchasePros, etc.) specified during ordering. Fuel surcharges and other similar charges are not permitted. The awarded bidder shall provide each item on this bid to all PurchasePros members at the same price. The awarded bidder MAY NOT submit multiple discount levels for the same product by member.
7. **DISCOUNT ADJUSTMENTS:** All discounts shall remain firm for the duration of the awarded contract.
8. **PROMOTION:** PurchasePros will actively market the awarded bidder to members. Marketing includes inclusion of your logo and contact information on the PurchasePros website, a copy of the awarded

contract sent to every member, and promotion of all Preferred Vendors during regular visits by PurchasePros staff. Awarded bidder will also have access to the PurchasePros Logo for use in promotional materials. Similarly, the awarded bidder will support the efforts of PurchasePros by participating and sponsoring PurchasePros regional meetings and trainings.

- 9. PAYMENTS: Each member shall be responsible for making payment to the awarded bidder. Note: normally school district members pay bills only after approval from the Board of Education which meets monthly
- 10. ADMINISTRATIVE FEE: The awarded contractor will remit to PurchasePros an administrative fee of three percent (3%) for all services performed under this contract payable quarterly.

The contractor will compile and provide to PurchasePros a quarterly sales report showing all purchases made by members under this contract in the electronic format provided by PurchasePros. It is the awarded contractor’s responsibility to track and report all purchases made by PurchasePros members.

The contractor must report all payments received from members including but not limited to maintenance agreements, lease agreements, and professional services as purchases.

All sales to PurchasePros members occur under this contract unless the contractor holds an individual contract with the member. It is the contractor’s responsibility to provide proof of individual contracts.

Remit the administrative fee payment to KEDC, 904 Rose Road, Ashland, KY 41102-7104. For your reference, KEDC’s FEIN is 61-0659010. PurchasePros may modify the format of report and payment schedule below.

Bid Period	Report and Payment Due By
January 1 – March 31	April 25 th
April 1 – June 30	July 25 th
July 1 – September 30	October 25 th
October 1 – December 31	January 25 th

If the contractor holds multiple bid awards from PurchasePros, the highest fee structure applies to all purchases.

- 11. DELIVERY CHARGES: **All products or services procured from the Bid Contract are to be delivered free of freight charges (FOB destination).** All bid prices must include transportation and delivery charges to the location (school district, KEDC, etc.) specified during ordering. Fuel surcharges and other similar charges are not permitted.
- 12. PRODUCT EVALUATION: Samples requested must be furnished free of expense to PurchasePros and or the member 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. The right is reserved to mutilate or destroy any samples if considered necessary for testing purposes.

13. PROMPT PAYMENT DISCOUNT: Awarded bidder may provide a prompt payment percentage discount for invoice payments postmarked less than 30 days from the invoice date, and awarded bidder must provide a satisfactory explanation to PurchasePros of how this provision will be administered so as to enable PurchasePros to effectively monitor and verify the discounts, and to ensure that such discounts are returned to the members.

The discount may take the form of either a deduction from the total invoice or a check in an amount equal to the same.