

ELECTRONIC BID SUBMISSION

Bid responses shall be received by electronic submission in the eProcurement system.

An electronic bid shall be authorized by the proper agent of the firm by the act of submitting it electronically through the eProcurement system.

Bid information **MUST** be completed online. Response must contain all required information for the Solicitation.

DOCUMENTS MAY BE SCANNED AND ATTACHED TO YOUR ELECTRONIC BID.

Online bid responses must be in an "Accepted" status and shall be assigned a date and time stamp from the eProcurement system at the time of final acceptance and formal submission by the vendor. **The system will not allow submission of an online response after the published date and time for closing.**

An offer may be modified or withdrawn by electronic or written notice **ONLY** if received prior to the bid closing date and time. An electronic offer may be modified by applying the appropriate electronic signature and following the procedure in the state's eProcurement signature.

The following items **MUST** be submitted prior to award:

____REVENUE FORM 10A100 KENTUCKY TAX REGISTRATION APPLICATION
(see Section 37)

____CERTIFICATE OF AUTHORITY – REGISTRATION WITH SECRETARY OF
STATE BY A FOREIGN ENTITY (see Section 39)

____REQUIRED AFFIDAVIT(S) (see Attachment B-D)

____EEO FORMS IF APPLICABLE (see Section 34)

ATTACHMENT A

**Commonwealth of Kentucky
Request for Bid (RFB)
For
LINENS
RFB 758 2100000159**

**Issued by
The Finance and Administration Cabinet
On Behalf Of
The Kentucky Dept. of Parks**

Release Date: September 24, 2020
Vendors' Written Questions Due: Oct. 2, 2020 4:30 PM ET
CLOSING DATE AND TIME: Oct. 12, 2020 1:30 PM ET

Commonwealth Buyer:
Richard Mize
COMMONWEALTH OF KENTUCKY
FINANCE AND ADMINISTRATION CABINET
Office of Procurement Services
New Capitol Annex
702 CAPITOL AVE RM 096
FRANKFORT KY 40601
(502) 564-6521
Richard.mize@ky.gov

PUBLIC BID READINGS HAVE BEEN TEMPORARILY SUSPENDED

As Governor Andy Beshear has declared a state of emergency due to the public health emergency related to the COVID-19 disease, we are committed to providing a safe environment for our staff and visitors. Therefore, we have temporarily suspended public bid readings in the Office of Procurement Services (OPS). Any person wishing to hear a bid reading may call the OPS conference line at 844-603-5060, Participant Code 44510, at 3:30pm, EDT on the bid closing date.

PLEASE READ THIS SOLICITATION AND ITS INSTRUCTIONS IN ITS ENTIRETY.

This is a Request for Bid (RFB).

Vendors shall comply with the terms and conditions stated in the solicitation. Any efforts to negotiate these terms and conditions SHALL NOT be accepted and SHALL cause the bid to be deemed non-responsive.

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

This Contract shall be awarded as Group All. Vendors shall bid all line items, otherwise bid shall be deemed non-responsive.

Vendors should review and comply with the general bidding requirements listed under “**Procurement Laws, Preference, Regulations and Policies**” and “**Response to Solicitation**” located on the eProcurement Web page at <http://eprocurement.ky.gov> and <http://finance.ky.gov/services/eprocurement/Pages/VendorServices.aspx> respectively. The vendor must comply with all applicable statutes, regulations and policies related to this procurement.

Solicitation

Terms and Conditions

Master Agreement

Section 1

Scope of Contract

The Office of Procurement Services issues this solicitation to establish a **Master Agreement** for: [LINENS](#)

Section 2

Bid Specifications (Requirements that include the words “Shall”, “Will”, “Must” indicate a mandatory requirement)

Section 3

Purpose

The purpose of this solicitation is to request vendor responses in order to provide these items under contract to agencies as needed.

Section 4

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 State agencies. The Commonwealth reserves the right to consider bids non-responsive if they do not comply with the specifications contained herein.

Section 5

Initial Contract Period

The contract established from this solicitation shall be for the initial period of **one (1) year** from the date of award.

Section 6

Renewal Clause – Optional Renewal Period

This contract may be extended at the completion of the initial contract period for **four (4) additional one-year periods**. This extension must have the written approval by all parties. If the contract resulting from this solicitation provides for an optional renewal period, the Commonwealth of Kentucky 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 7

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Exceptions to Specifications

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. 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 Commonwealth is not bound to accept any exceptions.

Section 8

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 State 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 deemed non-responsive.

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 9

Recycle Requirements

Prospective bidders are required to comply with Recycle Requirements for the purchase of goods, supplies, equipment, materials and printing with a minimum recycled content to the extent practicable per 200 KAR 5:330. This regulation can be viewed on the Internet at <<http://www.lrc.state.ky.us/kar/200/005/330.htm>>.

Section 10

Acknowledgment of Addenda

It is the vendor's responsibility to check the web site for any modifications to this solicitation. Electronic Bid submittal is the vendor's agreement to be bound by the terms of all addenda issued.

Section 11

Agencies to be Served

This contract shall be for use by the following agency of the Commonwealth of Kentucky:

KY PARKS DEPARTMENT

Section 12

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Solicitation Submission Requirements

Paper Bids are NOT acceptable for this RFB and shall be considered non-responsive.
E-MAIL BIDS ARE NOT ACCEPTABLE

Section 13

Method of Award

Best Value – Ranking Approach

The Commonwealth intends to award a contract to the vendor, whose offer, conforming to the solicitation, is the most advantageous on the basis of "best value" for all products, services, and requirements contained herein.

An evaluation committee, or a designated individual, will evaluate the information provided by the vendor in response to the established measurable criteria contained in the solicitation.

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 ENTER UNIT PRICE AND TOTAL PRICE .

A bidder shall submit one (1) response to a solicitation and shall not propose more than one (1) model/brand for each item listed in the solicitation, except for requested tier pricing. Multiple or alternate bids offering more than one (1) bid price in total or by line item shall be rejected.

Vendors responding with the minimum Best Value requirements in this solicitation shall not be credited with Best Value points. Vendors responding with greater than the minimum requirements shall receive Best Value points. Failure to provide adequate information will impact the evaluated points awarded to the vendor.

The Commonwealth intends to award a contract to the vendor, whose offer, conforming to the solicitation, is the most advantageous on the basis of "best value" for all products, services and requirements contained herein.

An agency evaluation committee, or a designated individual, will evaluate the information provided by the vendor(s) in response to the established measurable criteria contained in the solicitation.

The measurable criteria are added together to determine the vendor's total score. The vendor with the highest score has the highest ranking. Award is made to the vendor with the highest ranking. If there is only one best value response to the solicitation, the evaluation process may be waived and award may be made to the only responsive, responsible vendor.

For example, if vendor "A" is evaluated by one evaluator and received a total score of 95 points then that vendor would have a 95 ranking. And if vendor "B" (responding to the same solicitation) received a total score of 90 points then he would have a 90 ranking. If more than one evaluator is used, then the combined score of all evaluators

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for each vendor is the score to be used to determine the ranking for the vendor. Again, award will be made to the vendor with the highest ranking. If award is by line item(s) or subtotal(s), the line item(s) or subtotal(s) will be ranked instead of the total bid amount.

A. PRICE (900 points)

The bidder with the lowest Price receives the maximum score of 900 points. The bidder with the next lowest Price receives points calculated by dividing the lowest Price by the next lowest price and multiplying that percentage by the available points. For example, if bidder "A" bids \$3.00 as the lowest bidder and receives the maximum 900 points. If bidder "B" is the next lowest bidder at \$4.00, then "B" receives 675 points ($\$3.00 / \$4.00 = .75 \times 900 = 675$).

B. DELIVERY (100 points)

The bidder shall clearly state the delivery time for this procurement. Delivery time must be specific and such phrases as, "as required", "as soon as possible", or "prompt" have no meaning and may result in a non-responsive bid.

The vendor agrees that when delivery is not made within the contracted due date, one percent (1%) per day shall be deducted from the vendor's invoice for each day the vendor fails to meet the contracted delivery date.

**VENDOR SHOULD ENTER BEST DELIVERY TIME IN WORKING DAYS:
_____ DAYS ARO**

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

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

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

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

KRS 45A.492 Legislative declarations.

The General Assembly declares:

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

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

- (1) Prior to a contract being awarded to the lowest responsible and responsive bidder on a contract by a public agency, a resident bidder of the Commonwealth shall be given a preference against a nonresident bidder registered in any state that gives or requires a preference to bidders from that state. The preference shall be equal to the preference given or required by the state of the nonresident bidder.
- (2) A resident bidder is an individual, partnership, association, corporation, or other business entity that, on the date the contract is first advertised or announced as available for bidding:

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- (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 Annual Affidavit for Bidders, Offerors, and Contractors Claiming Resident Bidder Status, unless a valid, Annual Affidavit is already on file with the Commonwealth. 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 the Commonwealth as filed with the Commonwealth of Kentucky, Secretary of State. The location of the principal office identified therein shall be deemed the state of residency for that 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 annual affidavit, which affirms that it meets the requirements to be considered a qualified bidder- annual affidavit form included. The annual affidavit form is not required if a valid, annual affidavit is already on file with the Commonwealth. If requested, failure to provide documentation to a public agency proving qualified bidder status may result in disqualification of the bidder or contract termination.

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.

Section 14 Tax Exempt Status

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

Section 15

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 shall not occur during the first twelve (12) months of the contract. A vendor may request a price increase after twelve (12) months of the contract, which may be granted or denied by the Commonwealth. Any such price increase shall 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 Office of Procurement Services 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 Office of Procurement Services. Provided, however, that the vendor must continue service, at the contract prices, until a new contract can be established (usually within sixty (60) days).
- B: Price Decreases: The contract price shall be reduced to reflect any industry wide price decreases. The contract holder is required to furnish the Office of Procurement Services 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 in Paragraph A "Price Increases" as stated above.

Section 16

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 the Statutes of the Commonwealth of Kentucky may be deemed non-responsive.

The Commonwealth 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 Commonwealth and those indicated by the contractor, those of the Commonwealth 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 17

Post Contract Agreements

The resulting contract shall constitute the entire agreement between the State and

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awarded contractor. Unless contractually provided, **State agencies 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 State and agents of the State and will be cause for breach of contract.

Section 18 NA Equipment

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 State is obligated to buy only that quantity needed by its agencies during the term of the contract. Requirements may exceed the quantities shown and the contractor will be required to furnish all requirements shown on Delivery Orders dated during the life of the contract.

Section 20 NA Manuals and Distribution of Literature

Section 21 Vendor's Report

The vendor(s) may be asked to furnish the buyer, Office of Procurement Services, a report showing volume which has been sold to the Commonwealth and its using agencies each six (6) months of the contract period. The report will include political subdivisions and university purchases. 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 Office of Procurement Services.

Section 22 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 23 Cancellation Clause – 30 Days Notice

The Commonwealth 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 Office of Procurement Services canceling the contract.

Section 24 Exception to Required Use of Contract

The establishment of this Master Agreement is not intended to preclude the use of

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similar products when requested by the agency. The Commonwealth of Kentucky reserves the right to contract for large requirements by using a separate solicitation.

Section 25

Service Performance

All services performed under this contract, if applicable, 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 State 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 State 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 Office of Procurement Services. Problems that arise under any aspect of performance should first be resolved between the vendor and the agency. Either party should refer in writing any such problems and/or disagreements that cannot be resolved to the Office of Procurement Services for settlement.

Section 26

Addition or Deletion of Items or Services

The Office of Procurement Services reserves the right to add new and similar items, with the consent of the vendor, to any contract awarded from this solicitation. The Office of Procurement Services to effect this change will issue a contract Modification. Until such time as the vendor receives a Modification, the vendor shall not accept Delivery Orders from any agency referencing such items or services.

Section 27

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 Office of Procurement Services.

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 Commonwealth of Kentucky are as outlined in the solicitation. Bids not conforming will be considered as non-responsive.

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Section 28

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 Office of Procurement Services in writing, indicating the specific regulation which requires such alterations. The Commonwealth reserves the right to accept any such alterations, including any subsequent price adjustments, or to cancel the contract.

Section 29

Payments

The vendor shall be paid, upon the submission of proper invoices to the receiving agency at the prices stipulated for the supplies delivered and accepted, or services rendered. Unless otherwise specified, payment will not be made for partial deliveries accepted. Payments will be made within thirty (30) working days after receipt of goods or a vendor's invoice in accordance with KRS 45.453 and KRS 45.454.

Section 30

Inspection

All supplies, equipment and services shall be subject to inspection or tests by the Commonwealth 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 Commonwealth shall have the right to reject the items or services or require acceptable correction at the Vendor's expense.

Section 31

Inquiries

All questions shall be submitted in writing by **Oct. 2, 2020 4:30 PM ET** to the Commonwealth buyer listed below. No questions shall be accepted after the date(s) listed unless the question(s) is considered material to the procurement. The Commonwealth shall respond to salient questions in writing by issuing an addendum to the solicitation. The addendum shall be posted to the Kentucky Vendor Self Service site.

Sole Point of Contact – Commonwealth Buyer

The Commonwealth Buyer listed below shall be the sole point of contact throughout the procurement process. All communications, oral and written (regular, express, or electronic mail, or fax), concerning this procurement shall be addressed to:

Commonwealth Buyer
Richard Mize
COMMONWEALTH OF KENTUCKY
FINANCE AND ADMINISTRATION CABINET
Office of Procurement Services
New Capitol Annex
702 CAPITOL AVE RM 096
FRANKFORT KY 40601

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(502) 564-6521

Richard.mize@ky.gov

Restrictions on Communications

From the issue date of this solicitation until a contractor(s) is selected and the selection is announced, offerors are not allowed to communicate with any Commonwealth Staff concerning this solicitation except:

- The Commonwealth Buyer cited in this solicitation
- Via written questions submitted to the Commonwealth Buyer

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 state employee or official are not binding on the Commonwealth of Kentucky.

For violation of this provision, the Commonwealth shall reserve the right to disqualify the bid/proposal.

Section 32

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 Commonwealth 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 33

Federal Tax Exempt Purchases by the Commonwealth of Kentucky

Contracts Direct With Manufacturer: In the event a manufacturer bids direct and is awarded a contract, the Office of Procurement Services 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 Office of Procurement Services. Therefore, quoted prices must be exclusive of Federal Excise Taxes.

Contract With Other Than Manufacturer: If successful bidder is other than the manufacturer, the Office of Procurement Services will furnish a Tax Exemption Certificate with each individual order issued against this contract. Therefore, quoted prices must be exclusive of Federal Excise Taxes.

Section 34

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EEO Requirements

The Equal Employment Opportunity Act of 1978 applies to All State government projects with an estimated value exceeding \$500,000. The contractor shall comply with all terms and conditions of the Act.

<http://finance.ky.gov/services/eprocurement/Pages/VendorServices.aspx>

Section 35

Governing Law

This contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. Any action brought against the Commonwealth on the contract, including but not limited to actions either for breach of contract or for enforcement of the contract, shall be brought in Franklin Circuit Court, Franklin County, Kentucky in accordance with KRS 45A.245.

Section 36

Protest

Pursuant to KRS 45A.285, the Secretary of the Finance and Administration Cabinet, or his designee, 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 Secretary of the Finance and Administration Cabinet. 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 and mailed to:

**HOLLY M. JOHNSON, SECRETARY
COMMONWEALTH OF KENTUCKY
FINANCE AND ADMINISTRATION CABINET
New Capitol Annex
702 CAPITOL AVE RM 383
FRANKFORT KY 40601**

The Secretary of Finance and Administration Cabinet 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 Secretary of the Finance and Administration Cabinet shall be final and conclusive.

Section 37 MANDATORY FOR ALL BIDDERS

Kentucky Tax Registration Application

Revenue Form 10A100, Kentucky Tax Registration Application effective July 2008, is a form to be completed by any person or entity wishing to contract with the

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Commonwealth to provide goods or services subject to sales and use tax pursuant to KRS 139.200. The form is located at this web-link as Attachment 5:

<http://finance.ky.gov/services/eprocurement/Pages/VendorServices.aspx>

In accordance with administrative regulation 200 KAR 5:390, this form has to be completed and submitted, before a contract can be awarded. Section 2 of the regulation also notes: "Failure to submit the required documentation or to remain registered and in compliance with the sales and use tax filing and remittance requirements of KRS 139.540 and KRS 139.550 throughout the duration of the contract shall constitute a material breach of the contract and the contract may be terminated."

BIDDERS ALREADY POSSESSING A KY SALES AND USE TAX PERMIT MAY PROVIDE A COPY OF THEIR PERMIT, A LETTER FROM THE KY DEPT. OF REVENUE CONTAINING THEIR ACCOUNT NUMBER OR A COPY OF A SALES TAX RETURN SHOWING THE ACCOUNT NUMBER, OR SIMILAR IN LIEU OF A COMPLETED APPLICATION

Section 38

Access to Records

The state agency certifies that it is in compliance with the provisions of KRS 45A.695, "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The Contractor, as defined in KRS 45A.030, agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this agreement for the purpose of financial audit or program review. 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. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the agreement and shall be exempt from disclosure as provided in KRS 61.878(1)(c).

Section 39 MANDATORY FOR ALL OUT-OF-STATE BIDDERS

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 state contract to a person that is a foreign entity required by KRS 14A.9-010:

obtain a certificate of authority to transact business in the Commonwealth ("certificate") from the Secretary of State under KRS 14A.9-030:

<https://apps.legislature.ky.gov/law/statutes/statute.aspx?id=40424> 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:

<https://apps.legislature.ky.gov/law/statutes/statute.aspx?id=44318>, the foreign entity should identify the applicable exception in its solicitation response. Foreign entity is

defined within KRS 14A.1-070:

<https://apps.legislature.ky.gov/law/statutes/statute.aspx?id=47674>.

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Businesses can register with the Secretary of State at:

<https://sos.ky.gov/bus/business-filings/Forms/Pages/default.aspx>

Section 40

Accessibility

Vendor hereby warrants that the products or services to be provided under this contract comply with the accessibility requirements of section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, part 1194. Vendor further warrants that the products or services to be provided under this contract comply with existing federal standards established under Section 255 of the Federal Telecommunications Act of 1996 (47 U.S.C. § 255), and its implementing regulations set forth at Title 36, Code of Federal Regulations, part 1193, to the extent the vendor's products or services may be covered by that act. Vendor agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services which is brought to its attention.

Section 41

Funding Limitations

If any or all responses received exceed the amount of funding available, then the Finance and Administration Cabinet, Office of Procurement Services, reserves the right to cancel this RFB.

Section 42

Provisions for Termination of the Contract

Any contract resulting from this solicitation shall be subject to the termination provisions set forth in 200 KAR 5:312.

Section 43

Disclosure of Violation of Statutes

Pursuant to KRS 45A.485, contractors are required to reveal final determinations of violation of certain statutes incurred within the last five (5) years and be in continuous compliance with those statutes during the contract. Where applicable, the vendor is required to complete and submit Report of Prior Violations of Tax and Employment Laws.

Section 44

Discrimination (Effective April 8, 2015)

Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. This section applies only to contracts utilizing federal funds, in whole or in part. During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity, or age. The contractor further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable

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federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The contractor agrees to provide, upon request, needed reasonable accommodations. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability. Such action shall include, but not be limited to the following; employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.
4. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in or as otherwise provided by law.
7. The contractor will include the provisions of paragraphs (1) through (7) of section 202

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of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Section 45

ALL PROVISIONS OF THIS SOLICITATION (RFB 758 2100000159) AND THE PROVISIONS OF [FAP-110-10-00](#) SHALL BE PART OF ANY RESULTING MASTER AGREEMENT.

Section 46

Attachments indicated below may be downloaded by accessing the "Attachment" link found on the Solicitation Details View page where this RFP was downloaded. Once the Attachment link is accessed, select the file name you wish to download, and select the "Download Attachment" hyperlink. For assistance with downloading these attachments please contact the Commonwealth Buyer.

ATTACHMENT A – This RFB Document

ATTACHMENT B – Annual Affidavit

ATTACHMENT C – Resident Bidder Affidavit

ATTACHMENT D – Qualified Status Affidavit

Catalog Spreadsheet (for price offer submission)

How to respond to an on-line Bid.