



The Southeast Kansas Education Service Center (Greenbush or SEKESC), on behalf of its eligible entities, invites your company to submit a proposal for General Supplies. If awarded a contract, the contract holder will be required to provide proposed pricing to any school district and/or other eligible entity in the state of Kansas.

Proposals must be submitted to the Procurement Department of the Southeast Kansas Education Service Center on or prior to the exact time and date set for proposal opening. The SEKESC will reject any proposal outright if the Vendor fails to deliver the proposal by the due date and time. Proposals received late will not be opened and will be deemed non-responsive. Any proposals that are submitted beyond the due date will be returned unopened for noncompliance with the RFP specifications. Anyone who downloads the RFP documents and fails to submit a bid shall be deemed as a No-Bid Response.

This is a negotiated procurement utilizing the request for proposal (RFP) method and, as such, award does not have to be made to the company submitting the lowest priced proposal. Bid award will be given to the company submitting the best responsive proposal satisfying the requirements of the RFP.

For information regarding this notice, and throughout the competitive acquisition process, interested vendors shall contact only the issuing officer:

Cinda Holmes
Southeast Kansas Education Service Center (SEKESC)
PO Box 189 – 947 West 47 Hwy
Girard KS 66743
Phone: 620.724.6281
Email: cinda.holmes@greenbush.org

Bidding parties that are currently identified on the excluded list on the System for Award Management of the General Services Administration or have been identified as excluded on the System for Award Management of the General Services Administration in the last five (5) years shall not be eligible to receive a contract award. Furthermore, by signature accepting the Terms and Conditions, it is certified on behalf of the company and their key employees that neither the bidding party nor any of its employees have been proposed for debarment, debarred, or suspended by any State or Federal Agency within the last five years.

Bid and Contract Timeline

August 3, 2014	Publication of RFP available on the SEKESC website at procurement.greenbush.org/bid-solicitations
N/A	Pre-Bid Conference Call (NO PRE-BID CONFERENCE CALL REQUIRED)
September 12, 2014, 3:00 PM	Deadline for questions from Bidders
October 7, 2014, 3:00 PM	Deadline for Proposal Submittals and Public Opening of Bids
October 29, 2014	SEKESC approval of bids
October 30, 2014	Bidders are advised of the results of the RFP
November 5, 2014	Vendor-partner's submit required documentation to SEKESC
February 1, 2015 to January 31, 2016	Initial contract term (up to fifteen months): See Term of Contract and Extensions in Terms and Conditions
February 1, 2015 to January 31, 2019	Contract effective dates

Scope & Key Components

The Southeast Kansas Bid Advisory Committee is seeking proposals for General Supplies that include, but are not limited to:

- School Supplies
- Classroom Supplies
- Instructional Supplies
- Library Supplies
- Resources to be used by and in an educational facility
- Office Supplies

Place to Submit Proposal

Sealed proposals will be received at:

SOUTHEAST KANSAS EDUCATION SERVICE CENTER
947 WEST 47 HIGHWAY
GIRARD KS 66743
ATTN: PROCUREMENT DEPARTMENT

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SECTION 1 - INTRODUCTION

1.1 Purpose and Background

The purpose of this Request for Proposals (RFP) is to solicit proposals from qualified vendors wishing to provide General Supplies to the Southeast Kansas Education Service Center (Greenbush) and its eligible entities.

1.2 Definitions

The following terms and acronyms appear throughout the Request for Proposals (RFP).

Administrative Fee: Southeast Kansas Education Service Center (Greenbush) requires that a 2% administrative fee be included on every item bid. Administrative fees will be paid to the Southeast Kansas Education Service Center (Greenbush), by the vendor, on a quarterly basis, beginning January 1 of the current year (Q1: Jan. 1 to March 31; Q2: Apr. 1 to Jun. 30; Q3: July 1 to Sep. 30; Q4: Oct. 1 to Dec. 31), for all items purchased during the preceding quarter from this RFP. Vendor shall have 30 days after the end of each quarter to reimburse the Southeast Kansas Education Service Center (Greenbush) for administrative fees from paid invoices received from eligible entities during that quarter. Failure to report sales and make payments may result in cancellation of agreement, award and ineligibility for the following years agreement. Vendor(s) past accounts with Southeast Kansas Education Service Center (Greenbush) must be settled before the vendor's bid will be considered.

Awarded Vendor: The Vendor awarded the bid as a result of this RFP.

Contract: A fully executed written agreement, hereafter referred to as Contract, between Southeast Kansas Education Service Center (Greenbush) and the Awarded Vendor.

Contract Prices: Prices of Awarded Vendor's items and services purchased by Southeast Kansas Education Service Center (Greenbush), and its participating schools and other eligible entities, remain firm throughout the period of the contract, hereafter referred to as Contract Prices.

Eligible Entities: Entities eligible to purchase from Southeast Kansas Education Service Center (Greenbush) cooperative purchasing contracts include but may not be limited to:

- K-12 Public Schools
- K-12 Private Schools
- Colleges & Universities
- City, County, and State Governments
- Public Libraries

FOB: Standard terminology meaning Free on Board destination hereafter referred to as FOB (i.e. there are to be no freight charges to delivery location noted on each order). Exception is made for purchase orders that total under \$100.00. Delivery locations will be specified on each individual purchase order and may require packaging on a per teacher basis.

SEKESC: The Southeast Kansas Education Service Center, hereafter referred to as the SEKESC, represents all school districts in Kansas, serving public school students as well as several private and parochial schools, institutions of higher education, and Community Colleges. It is the intent of the Southeast Kansas Education Service Center (Greenbush) in seeking proposals for these items to provide eligible entities access to the best possible products at the most favorable prices.

Vendor: Company, organization or other business entity submitting a proposal in response to this RFP.

1.3 Background Information

This RFP is designed to provide Vendors with the information necessary for the preparation of competitive bid proposals. The RFP process is for the benefit of SEKESC and its eligible entities and is intended to provide competitive information to assist in the selection process. It is not intended to be comprehensive. Each Vendor is responsible for determining all factors necessary for submission of a comprehensive bid proposal.

SEKESC is classified as Interlocal No. 609. It has all the rights and privileges of a school district, except the power to levy taxes. SEKESC is governed by a board consisting of one representative from each of the five original, or "charter" districts: Erie, Girard, Yates Center, Riverton and Fort Scott Community College. The board serves as at-large representatives for those served. If two or more districts request a service, a SEKESC department will create a program and exceed expectations. The structure of the SEKESC permits all school districts, Interlocals and other qualified agencies to participate in awarded contracts under the SEKESC bidding process. Virtually all public school districts in the state of Kansas can legally purchase through the SEKESC. Qualified agencies include all public educational institutions to include, universities, community colleges, and technical colleges, state, private and parochial schools, and charter schools. By mutual agreement with vendor and SEKESC, all awarded Kansas contracts are eligible to be offered to all cities, counties, governmental agencies and nonprofit organizations. Occasionally purchases are made from school districts and other non-profit institutions in adjoining states when the purchase is not available through their service agencies. Contracts available to such adjoining state agencies are available upon mutual agreement of vendor and SEKESC. No agency is obligated to use these services and/or contracts, but they will find the benefits of low price advantageous.

SECTION 2 - ADMINISTRATIVE INFORMATION

2.1 Inquiries

- A. All inquiries concerning this RFP shall be submitted in writing to the issuing officer.
1. During the procurement, including any period of evaluation, the Vendor shall contact only the issuing officer regarding this RFP. Discussing the RFP with any other SEKESC employee until the SEKESC issues a Notice to Award may result in disqualification.
 2. In NO CASE shall verbal communications override written communications. Only written communications are binding in this SEKESC RFP process.
 3. The SEKESC assumes no responsibility for representations concerning conditions made by its officers or state employees prior to the execution of a legal contract, unless such representations are specifically incorporated into this RFP or written addenda to the RFP. Verbal discussions pertaining to modifications or clarifications of this RFP shall not be considered part of the RFP unless confirmed in writing. Any information provided by the Vendor verbally shall not be considered part of that Vendor's proposal. Only written communications from the Vendor received by the SEKESC shall be considered.

2.2 Amendment to the RFP and Bid Proposal and Withdrawal of Proposals

The SEKESC reserves the right to amend the RFP at any time. The Vendor shall acknowledge receipt of an amendment in its proposal.

The Vendor may amend its proposal at any time prior to the due date of proposals. The amendment must be in writing, signed by the Vendor and received by SEKESC prior to the time set for the receipt of proposals.

Upon written notice to the Issuing Officer, Vendors may withdraw, modify, or resubmit proposals at any time prior to the time set for the receipt of proposals.

2.3 Rejection of Proposals

The SEKESC will reject any proposal outright if the Vendor fails to deliver the proposal by the due date and time.

The SEKESC may reject any proposal outright and will evaluate for any of the following reasons:

1. The Vendor states that a service requirement cannot be met.
2. The Vendor's response materially changes a service requirement.
3. The Vendor initiates unauthorized contact regarding the RFP with SEKESC officers or other employees.
4. The Vendor provides misleading or inaccurate responses.

In addition, the SEKESC reserves the right to accept or reject any part of any proposal, and to accept or reject any or all proposals without penalty. Any proposal may also be rejected outright for any one of the following reasons:

1. The Vendor's response limits the rights of the SEKESC.
2. The Vendor fails to include information necessary to substantiate that it will be able to meet

service requirements necessary for the proposal to be adequately evaluated. A response of "will comply" or merely repeating the requirement is not sufficient. Responses must indicate present capability; representations that future developments will satisfy the requirement are not sufficient.

3. The Vendor fails to respond to the SEKESC request for information, documents, or references.
4. The Vendor fails to include any signature, certification, authorization, stipulation, disclosure or guarantee requested.
5. The Vendor presents the information requested by this RFP in a format inconsistent with the instructions of the RFP.

2.4 Proposal Obligations

The content of the proposal and any clarification thereto submitted by the Awarded Vendor shall become a part of the contractual obligation if it is incorporated by reference into the ensuing contract(s) of the Awarded Vendor.

2.5 Public Records

All bids submitted to this RFP shall become the property of the SEKESC and will become a matter of public record, available for review, subsequent to the award notification. Bids may be viewed at SEKESC, 947 W. Hwy 47, Girard, KS 66743 under the supervision of Cinda Holmes or her designee.

2.6 Proposal Property of the Southeast Kansas Education Service Center

All proposals become the property of the SEKESC and shall not be returned to the Vendor unless all proposals are rejected. In the event all proposals are rejected, Vendors will be asked to send prepaid shipping instruments to the SEKESC for return of the proposals submitted. In the event no shipping instruments are received by the SEKESC, the proposals will be destroyed by the SEKESC. Additionally, the evaluation documents created by the SEKESC will be destroyed in the event all proposals are rejected.

2.7 Conflicts Between Terms

The SEKESC reserves the right to accept or reject any exceptions taken by the Vendor to the terms and conditions of this RFP. Should the Vendor take exception to the terms and conditions required by the SEKESC, the Vendor's exceptions may be rejected and the entire proposal declared non-responsive. The SEKESC may elect to negotiate with Vendor regarding contract terms that do not materially alter the substantive requirements of the RFP or the contents of the Vendor's proposal.

2.8 Kansas Statutes and Rules

The terms and conditions of this RFP and the resulting contract or activities based upon this RFP shall be construed in accordance with the laws of the State of Kansas.

2.9 News Releases

News releases or other materials made available to the public, the Vendor's clients or potential clients pertaining to this procurement or any part of the proposal shall not be made without the prior written approval of the SEKESC.

2.10 Copyrights

By submitting a proposal the Vendor agrees that the SEKESC may copy the proposal for the purposes of facilitating the evaluation or to respond to requests for public records. The Vendor consents to such copying by submitting a proposal and warrants that such copying will not violate the rights of any third party. The SEKESC will have the right to use ideas or adaptations of ideas, which are presented in the proposals.

2.11 Release of Claims

With the submission of a proposal, each Vendor agrees that it will not bring any claim or have cause of action against the SEKESC based on any misunderstanding concerning the information provided herein or concerning the SEKESC failure, negligent or otherwise, to provide the Vendor with pertinent information as intended by this RFP.

2.12 Vendor Qualification Requirement

With the submission of a proposal, each Vendor must certify that it is qualified to do business in the State of Kansas.

2.13 Award Notice and Acceptance Period

A Notice to Award the contract will be forwarded to all Vendors submitting a timely proposal. After the announcement of the apparent Awarded Vendor, negotiation and execution of the contract shall commence. If the apparent Awarded Vendor fails to negotiate and deliver an executed contract within ten (10) days from the date of award, SEKESC, in its sole discretion, may cancel the award and award the contract to the next highest ranked Vendor or withdraw the RFP. Before the Notice to Award is issued, all details of proposals and scoring remain confidential. After the Notice to Award is issued, all proposals and scoring immediately become public information.

2.14 Time Period within which to file an Appeal

A Vendor whose proposal has been timely filed and who is aggrieved by the award of the SEKESC may appeal the decision by filing a written notice of appeal. The notice must be filed within five days of the date of the Notice to Award issued by SEKESC, exclusive of Saturdays, Sundays, and legal state holidays. The notice of appeal must clearly and fully identify all issues being contested by reference to the page, and section of the RFP and / or the Notice to Award. A notice of appeal will not stay negotiations with the apparent Awarded Vendor.

The appeal will be reviewed by the SEKESC Bid Advisory Committee who will provide a written response within ten (10) calendar days after receiving the appeal. If the appealing party is not satisfied with the response, the protestor may appeal to the SEKESC Bid Advisory Committee for further review. Further review must be requested in writing within five (5) calendar days after the date of the response; and must state the reasons the response is being rejected.

SEKESC Bid Advisory Committee will review the original appeal and supporting documentation; the response and supporting documentation; and the request for review and supporting documentation. The SEKESC Bid Advisory Committee may also request further information to assist in its review. The SEKESC Bid Advisory Committee will meet to rule on the appeal not later than ten (10) days after receipt

for further review. The decision of the SEKESC Bid Advisory Committee shall be in writing, and shall be the final decision of the SEKESC.

2.15 Miscellaneous

- A. The SEKESC reserves the right to accept or reject any part of any proposal and to accept or reject any or all proposals without penalty.
- B. The SEKESC reserves the right to waive minor deficiencies and informalities if, in the judgment of the SEKESC, its best interest will be served.
- C. All decisions made by the SEKESC Bid Advisory Committee are final.

The SEKESC reserves the right to make a written request for additional information from a Vendor to assist in understanding or clarifying a proposal. Any information received shall not be considered in the evaluation of the Vendor's proposal if it materially alters the content of the proposal.

SECTION 3 – GENERAL TERMS AND CONDITIONS

Preface and Agreement Term

The following contractual terms and conditions plus special details that may be found in Section 4 will be included in any contract resulting from this Request for Proposal. Note: prospective Vendors may propose other or different contractual terms and conditions; however, the SEKESC reserves the right to reject the prospective Vendor's terms and conditions in whole or in part. If a prospective Vendor takes exception to any of the terms and conditions as stated herein, a prospective Vendor must include in its response to the RFP any additional or different terms and conditions that it is proposing. If a prospective Vendor takes exception to any of the terms and conditions and fails to include other or different terms and conditions in its proposal it may be grounds for the SEKESC, in its sole discretion, to declare the Vendor's proposal non-responsive and to reject the proposal from evaluation or from award. The terms and conditions as stated herein relate only to this RFP and do not extend to other or future contracts a prospective Vendor may currently have or may have in the future with the SEKESC, nor do the terms and conditions as stated herein relate to any other SEKESC procurement which may be in process.

The agreement term shall be as follows. The effective date shall be the date by which both parties had signed the agreement following execution. SEKESC reserves the right to offer month-by-month extensions until a new contract is awarded.

3.2 Eligible Entities and Additional Potential Clients:

- A. Eligible entities throughout Kansas may purchase from this contract. All deliveries will be made to the locations within each unified school district as will be specified on the individual school purchase order.
- B. Note in your proposal if any of the following may also be accorded the benefit of your contract:
 - 1. Non-accredited educational entities (i.e. Head Start, preschools)
 - 2. Teachers, Faculty and Staff of SEKESC participating districts
 - 3. City, county and state government
 - 4. Schools in adjoining states
- C. A designated contact who understands the terms and conditions of this agreement must be named and will be listed as a contact for this contract. Said person shall have extensive knowledge of this contract and must be available to provide assistance during regular office hours.

3.3 Specifications:

- A. Unless otherwise specified, all items shall be new and unused and of current production.
- B. Manufacturer's standard warranty shall apply unless otherwise stated in the agreement.

3.4 Audits

The Awarded Vendor agrees that SEKESC Bid Advisory Committee may audit the Awarded Vendor records to establish compliance to the Contract. The Awarded Vendor further agrees to provide verifiable documentation tracking product sold through this contract. Audits may be done on a quarterly basis, based on random sample selection process and procedures to be established by SEKESC or their auditing firm. Failure to provide necessary information requested by the SEKESC or their auditors will carry a

financial penalty of one percent (1%) of the total quarterly sales volume. SEKESC will provide a 48-hour notice on items to be audited. Audits will be conducted at the Awarded Vendor corporate office, or done via e-mail, fax or Internet. The Awarded Vendor will assist as needed at the time of the audit.

3.5 Defects and Damages

The Awarded Vendor shall accept full responsibility and pay for return shipping charges on any item received by the SEKESC or eligible entities that is found to be deficient in quality; defective in packaging; fails to meet specifications; arrives in inoperable condition; or is an unauthorized substitution so as to render the item unsuitable for its intended purpose. Changes to SEKESC orders will not be accepted without prior approval. Errors made by the Awarded Vendors must be corrected within seven (7) calendar days.

3.6 Sales Representation/Marketing

The Awarded Vendor will provide sales staff knowledgeable of the SEKESC Contract to service SEKESC and its eligible entities. All correspondence and marketing efforts regarding this Contract shall include the SEKESC logo and a statement regarding the partnership between the Awarded Vendor and the SEKESC.

3.7 Compliance with Program Requirements

The Awarded Vendor shall comply with the regulations and certification requirements of the State of Kansas and all rules and regulations of the SEKESC.

3.8 Equal Opportunity Requirements

Firms submitting proposals must be an "Equal Opportunity Employer" as defined in the "Civil Rights Act of 1964" and the provisions of Kansas K.S.A. 44-1030. (1) to (5), both inclusive, and as shown below, shall be applicable to this contract, except as to those contractors, vendors or suppliers whose cumulative dollar total in any fiscal year is \$5,000 or less or have fewer than four employees.

1. The contractor shall observe the provisions of the Kansas act against discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, national origin or ancestry.
2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "equal opportunity employer", or a similar phrase to be approved by the commission.
3. If the contractor fails to comply with the manner in which he reports to the commission in accordance with the provisions of section 15 (44-1031) of this act, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole or part, by the contracting agency.
4. If the contractor is found guilty of a violation of the Kansas act against discrimination under a decision or order of the commission which has become final, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole or in part, by the contracting agency.
5. The contractor shall include the provisions of sub-sections (1) through (5) inclusively of the present section in every sub-contract or purchase order so that such provisions will be binding upon such subcontractor or vender.
6. Any purchase order issued by SEKESC, or one of its District's, is cancelable under provisions of

K.S.A. 10-1113. All purchase orders shall be issued by the SEKESC or its participating districts desiring to acquire the products or services under the contract. Said purchase order shall include adequate reference to identify the bid to which it relates.

3.9 Affirmative Action - Contract Compliance

The Awarded Vendor is prohibited from engaging in discriminatory employment practices forbidden by federal and state law, and executive orders, pertaining to equal employment opportunity and affirmative action. The contractor, subcontractor, Vendor or supplier may be required to have on file a copy of their affirmative action program, containing goal and time specifications. Contractors, subcontractors, Vendors or suppliers doing business with the SEKESC in excess of \$5,000 annually and employing 50 or more full-time employees may be required to submit to the SEKESC, a copy of their affirmative action plan. Failure to fulfill these non-discrimination requirements shall be regarded as a material breach of contract and may cause the contract to be canceled, terminated, or suspended in whole or in part. The contractor, subcontractor, Vendor or supplier may be declared ineligible for future contracts or subject to other sanctions as provided by law or rule for said breach.

3.10 Compliance with Proposal

The Awarded Vendor will be required to furnish all information as specified herein. The SEKESC reserves the right to waive compliance on minor technicalities in the specification, to reject any or all proposals, and to accept the proposal(s) which appear to be in the best interest of the SEKESC. No exceptions or deviations from this specification will be considered at the time of the opening.

3.11 Taxes

Prices quoted shall not include state or federal taxes from which the SEKESC and its eligible entities are exempt. The necessary exemption certificate will be furnished upon request by SEKESC or the participating eligible entities.

3.12 Separate Bids

If the Vendor wishes to submit an alternate proposal(s), said proposal(s) must be appropriately identified as a separate bid. All conditions required for an initial proposal are applicable for separate alternate proposal(s).

3.13 Ties and Reservations

No ties or reservations by the Vendor are permitted.

3.14 Infringement

Awarded Vendor warrants all goods purchased shall be delivered free of the rightful claim of any third party by way of infringement.

3.15 Catalogs and Specifications

All items proposed must meet SEKESC bid specification. If Vendor submits an alternate item for consideration, vendor shall make notation in "Vendor Notes". Catalogs, specification sheets, or other literature giving detailed information of the items offered shall be filed with the proposal. The items shall be clearly identified and marked in the catalog, specification sheet, or literature by model name or

number. Modifications or deviations from printed literature or accessory items not covered by printed literature shall be described in a written statement by model name or number.

3.16 Contract Award

The contract between SEKESC and the Awarded Vendor shall be a combination of the specifications, terms and conditions of the proposal, any terms of Vendor's response accepted by the SEKESC and any written clarifications or changes made by the SEKESC in accordance with the provisions herein.

3.17 Contract

After the contract with the Awarded Vendor has been properly executed, the contract shall be made available to all SEKESC eligible entities by mail or transmitted via internet and the SEKESC website.

3.18 Remedies Upon Default

Any of the following events shall constitute cause for the SEKESC to declare an Awarded Vendor in default of its obligations under this contract:

- A. Non-performance of Awarded Vendor's contract;
 1. Failure of Awarded Vendor to adequately perform the services set forth in the specification of this agreement.
 2. Failure by Awarded Vendor to furnish materials required within a reasonable amount of time.
 3. Failure of items provided by Awarded Vendor to meet the specifications noted herein.
 4. Failure of Awarded Vendor to make progress in the performance of this contract and/or gives the SEKESC Bid Advisory Committee reason to believe that the Awarded Vendor will not or cannot perform to the requirements of the contract.
 5. Breach of any term of Awarded Vendor's contract

- B. The SEKESC shall issue a written notice of default providing therein for a five (5) day period in which the Awarded Vendor shall have an opportunity to cure, provided that cure is possible and feasible. If, after opportunity to cure, the default remains, the SEKESC may do one or more of the following:
 1. Procure goods or services in substitution from an alternate source and charge the difference between the contract price and alternate price to the defaulting Awarded Vendor.
 2. Exercise any remedy provided by law or immediately terminate the contract.
 3. Awarded Vendor shall not be considered to be in default under this agreement, if performance is delayed or made impossible by an act of God, floods or fires.

The fact that the delay resulted from a sub-vendor's conduct, negligence or failure to perform shall not excuse the Awarded Vendor from the provisions of its contract. Should the SEKESC or a participating school obtain a money judgment against the Awarded Vendor as a result of a breach of this agreement, the Awarded Vendor consents to such judgment being set-off against moneys owed the Awarded Vendor by the SEKESC or any of its eligible entities under this or any other contract.

3.19 Cancellation of Agreement: SEKESC Bid Advisory Committee and its participating schools reserve the right to immediately cancel the contract without penalty or recourse, in whole or in part of this agreement due to failure by the vendor to carry out any obligation, term or condition of this agreement, when the SEKESC Bid Advisory Committee determines that action to be in the best interest of the participating districts.

SEKESC Bid Advisory Committee reserves the right to cancel or suspend the use thereof, any agreement resulting from this RFP if the Awarded Vendor files bankruptcy protection, or is acquired by an independent third party. Upon receipt of the written notice, the vendor shall have ten (10) business days to provide a satisfactory response to the SEKESC. Failure on the part of the vendor to address adequately all issues of concern may result in cancellation of the agreement.

Vendor may cancel this agreement upon thirty (30) days written notice to SEKESC Purchasing prior to the intended termination date (or on the yearly anniversary) of the bid. Any termination shall not affect purchase orders already received from schools that are in progress at the time the cancellation is received by SEKESC.

3.20 Assignment - SEKESC Right to Assign

In the event of a cancellation, the SEKESC specifically reserves the right, in its sole discretion, to assign and transfer its interest in any contract, consistent with the terms and conditions of any contract, to any organization, along with all corresponding duties, responsibilities for both parties and provisions contained herein.

3.21 Internet Accessibility

All information technology, including electronic information, software, systems, and equipment, developed or provided under this RFP must be accessible via both Windows (PC) and Apple (Mac) computer platforms and must be accessible via all the following web browsers:

- Safari
- Chrome
- Firefox

Bidders proposing information technology products for this RFP whose products are only accessible via only one computer platform (ie, ONLY Windows (PC) or ONLY Apple (Mac)) and/or only Internet Explorer web browser may be deemed non-responsive and/or non-compliant to the terms and conditions of this RFP.

SECTION 4 – SPECIFIC TERMS AND CONDITIONS

4.1 Pricing

- A. The Awarded Vendor agrees to provide pricing to the SEKESC and its eligible entities, that is as low or lower than pricing available to similar customers, and the pricing shall remain so throughout the duration of the contract. Prices quoted are to be unique only to the SEKESC and its eligible entities and should include all shipping and handling charges for delivery to SEKESC member sites. Refer to “Terms and Conditions”, “Administrative Fees”, and “Shipping Costs” for additional information concerning proposal prices.
- B. All product enhancements, upgrades, and new product releases that fall within the scope of this agreement shall be made available by successful vendor(s).

4.2 Ordering/Delivery

- C. The SEKESC Bid Advisory Committee use the following ordering/delivery procedures:
 - 1. Purchase orders will be issued by the individual school districts.
 - 2. Vendors must issue invoices direct to ordering school district as specified on purchase order.
 - 3. The Awarded Vendor agrees to deliver and unload goods directly to the SEKESC eligible entities during normal operating hours or at other mutual agreed up times. There shall be no delivery charges.
- D. Delivery of all items included in this RFP:
 - 1. Deliveries are to be made to the locations within each unified school district as will be specified on the individual school purchase order.
 - 2. Packing on a per teacher basis may be required depending upon the delivery instructions by the unified school district that is placing the order.
 - 3. Each order shall contain a packing slip of its contents to assist in prompt processing of payments to vendor.
 - 4. All deliveries are to be made between the hours of 7:00 AM and 3:00 PM Monday through Friday, except during school holidays and vacations. Vendor will contact school 24 hours prior to all freight deliveries.
 - 5. Vendors are reminded of the necessity of adherence to the delivery dates so delivery will occur within the specified time period. Items received prior to the requested delivery date may be rejected and items received after the requested delivery date will be subject to cancellation. If a product is not received by the completion date and it must be purchased on the open market, the difference in cost will be charged back to the awarded vendor.

4.3 Administrative Fee

SEKESC requires that a 2% administrative fee be included on every item bid. Administrative fees will be paid to the SEKESC, by the vendor, on a quarterly basis, beginning January 1 of the current year (Q1: Jan. 1 to March 31; Q2: Apr. 1 to Jun. 30; Q3: July 1 to Sep. 30; Q4: Oct. 1 to Dec. 31), for all items purchased during the preceding quarter from this RFP. Vendor shall have 30 days after the end of each quarter to reimburse the SEKESC for administrative fees from paid invoices received from eligible

entities during that quarter. Failure to report sales and make payments may result in cancellation of agreement, award and ineligibility for the following years agreement. Vendor(s) past accounts with SEKESC must be settled before the vendor's bid will be considered.

4.4 Additional Responsibilities of Awarded Vendor

Provide sales staff knowledgeable of the SEKESC agreement and offerings to service SEKESC eligible entities. One staff member will be designated as the primary contact for SEKESC administrative details.

4.5 Authority

This solicitation, as well as any resultant agreement, is issued under the general authority of the state laws of Kansas. In addition, any relevant school district Procurement Rules published by the Kansas State Department of Education are considered part of this contract. Cooperative purchasing agreements between the SEKESC and eligible entities have been established under state law of the State of Kansas.

4.6 Discontinued Product

In the event that the manufacturer discontinues a product or model, it is the vendor's responsibility to immediately contact the school issuing the purchase order. At that time the school shall have the option to accept alternative product or cancel their order.

4.7 Force Majeure

Except for payments of sums due, neither party shall be liable to the other nor deemed in default under this contract if and to the extent that such party's performance of this contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, Force Majeure includes acts of God; fire; flood; or other similar occurrences beyond the control of the contractor or the school district.

4.8 Invoicing

Vendor will invoice eligible entities directly for purchase orders containing items found within this RFP. School payments shall be on a 45-day cash basis after receipt of invoice.

4.9 Late Shipments

In the event of deliveries being delayed for any reason, it will be the vendor responsibility to immediately contact involved school and SEKESC. Eligible entities have the right to cancel the order if work does not begin, or if product is not received within 60 days or other date identified in quote. If a product is not received by the completion date and it must be purchased on the open market, the difference in cost will be charged back to the awarded vendor.

4.10 Price Lists

Awarded vendor(s) shall provide price lists to be approved by and distributed by the SEKESC. A sample of said price list shall be provided within bid package. Price list shall include but not limited to:

1. Written in Microsoft Excel format
2. SEKESC item number
3. Product item number as show in vendor catalog
4. Product description

5. Page number within vendors catalog product may be viewed
6. Unit
7. Unit bid cost
8. Area for quantity to be ordered by end user
9. Extension price
10. Sub-total by page
11. Grand total of order
12. SEKESC Bid Number
13. SEKESC Logo
14. Price lists shall include functions allowing end users to condense final ordering pages of only items being ordered and showing grand total of order. This function shall be available in both Windows (PC) and Apple (Mac) formats
15. Price list shall be consistent with items ordered on line.

4.11 Product Safety

Vendors are responsible to insure that all items meet applicable safety codes and that all electrical equipment will be Underwriters Laboratory approved.

4.12 Quantities

Vendor hereby acknowledges that quantities listed are estimates based on 2013 history totals. Those items showing a '0' quantity history may be new additions to the list or have no immediate history total. There is no guarantee that quantities will be greater than or smaller than these estimates and are not a condition of this bid.

4.13 Reporting

Vendor shall provide quarterly usage reports for all product sales per the Vendor Quarterly Report Template. Information shall include sales summaries listed by purchasing entities. Each report must be supplied electronically in Microsoft Excel format. Reports shall be submitted within 15 days after the end of the quarter reporting period (Q1: Jan. 1 to March 31; Q2: Apr. 1 to Jun. 30; Q3: July 1 to Sep. 30; Q4: Oct. 1 to Dec. 31).

4.14 Responsibilities of Southeast Kansas Education Service Center

- A. Monitor all purchases
- B. Provide a SEKESC staff member to represent eligible entities.
- C. The SEKESC Bid Advisory Committee will manage the audit of the Awarded Vendor to insure total compliance with the contract.

4.15 Restocking Fees

A restocking fee may only be charged on products ordered on purchases orders that meet bid specification and have been delivered to the end user's site. Restocking fees in excess of 15% will not be allowed; restocking fees may be waived at the option of the vendor.

4.16 Right of Assurance

Whenever one party to this contract, in good faith, has reason to question the other party's intent to perform, he/she may demand that the other party give a written assurance of this intent to perform.

4.17 Right of Refusal

- A. The SEKESC Bid Advisory Committee reserves the right to refuse any and all bids, reject any and all bids and/or the selection of item by item.
- B. Each individual board of education, school governing body, or eligible entity reserves the right to return any item that does not meet the specifications and requirements listed for that item in this RFP.

4.18 Costs

Price quotes shall include all handling, fuel surcharge and Freight Prepaid Destination to individual SEKESC participating eligible entity's sites. Exception is made for purchase orders that total under \$100.00. Delivery locations will be specified on each individual purchase order and may require packaging on a per teacher basis.

4.19 Substitutions

If a contractor is temporarily out of stock of a particular item, an equal or superior product at an equal or lower price may be delivered with prior approval from the end user. If the contractor is unable to deliver a product or an approved substitute product, the end user shall in good faith and at their sole discretion, purchase a product of equal or greater quality from another source. The contractor shall pay the difference in the amount paid for the substituted product and the amount of the contracted price.

If a substitution is needed, the vendor must contact SEKESC and all the eligible entities that are to receive the product. The end user shall be allowed to accept or decline the product. If an unauthorized substitution is made of items specified in this RFP, the product shall immediately be replaced by the vendor at no expense to the end user ordering from this RFP. SEKESC Bid Advisory Committee reserves the right to remove the vendor from future solicitations in the event of unauthorized substitutions.

4.20 Vendor Compliance

Vendors who fail to comply with any of the Terms & Conditions of this RFP, who does not submit a bid or no bid, or who fails to deliver the specified items or brands listed in this RFP, shall be subject to removal from future solicitations.

4.21 Warranties

Vendor shall be responsible for providing the manufacturers standard warranty and documentation thereof and shall, upon request, supply the name and location of available repair sources to the eligible entities.

SECTION 5 – TERM OF CONTRACT AND EXTENSIONS

The initial term of the contract shall commence on the date as indicated in the “Bid and Contract Timeline” and on the “Acceptance of Bid and Contract Award”. The contract shall continue in accordance with the dates stipulated in the Bid and Contract Timeline unless terminated, canceled or extended. By mutual written agreement, the contract may be extended for three additional 12-month periods. The SEKESC reserves the right to offer month-by-month extensions until a new contract is awarded.

SECTION 6 – PROPOSAL FORMAT AND CONTENT

6.1 SEKESC Issuing Officer

All inquiries concerning this RFP shall be submitted in writing to the issuing officer:

Name: Cinda Holmes

Address 1: Southeast Kansas Education Service Center

Address 2: PO Box 189

Address 3: 947 West 47 Hwy

Address 4: Girard KS 66743

Phone: 620.724.6281

Fax: 620.724.6284

Email: cinda.holmes@greenbush.org

6.2 Format of the Proposal

The proposal must be submitted in both hard copy and electronic Microsoft Word and Microsoft Excel format. Changes must be lined out and initialed. All answers that are given to the questions asked in the RFP are subject to verification. Misleading and/or inaccurate answers shall be grounds for disqualification at any stage in the procurement process.

The proposal package containing the original signatures shall be delivered in sealed package(s). Package(s) shall be clearly labeled with the following information:

- Vendor's Name and Address
- RFP Number
- RFP Name
- Proposal Due Date
- Issuing Officer's Name

The proposal shall consist of the following elements in the order given below:

- A. Cover or Title Page including RFP Reference Number
- B. Cover letter
- C. Table of Contents
- D. Executive Summary
- E. The Vendor shall provide response to Attachment 1: RFP Vendor Worksheet
- F. The Vendor shall complete Attachment 2: Vendor Signature Page
- G. The Vendor shall complete Attachment 3: Bidder Qualifications Statement
- H. The Vendor shall complete Attachment 6: Vendor RFP Checklist
- I. Proposal submitted in both hard copy and electronic Microsoft Word and/or Microsoft Excel format. Electronic version shall be on CD or Flash Drive. *SEKESC and SEKESC Bid Advisory Committee Members shall not be responsible for the malfunction of any or all submitted electronic components*
- J. Proposal format shall not include elaborate fonts.

SECTION 7 – EVALUATION CRITERIA

7.1 Criteria For Proposal Award

Bid award and acceptance shall be based on, but not limited to the following:

- A. Working with schools main focus.
- B. Attention to detail of submitted proposal.
- C. Competitive pricing.
- D. Quality and completeness of the Vendor RFP Worksheet.
- E. Vendor's proof of ability to provide service and support for a statewide contract.
- F. Vendor's past performance, reputation and references.
- G. Proposed value added services.
- H. Compliance with required reporting features.
- I. Vendor presentation (if requested by proposal review committee).
- J. Rubric scoring may be used

The following consideration will be given to current vendor's past performance of:

- A. Attention to detail of orders
- B. Knowledge of product
- C. Salesperson(s) available at all times to answer questions
- D. Pre-sale and post-sale support with individual districts as needed
- E. Intervention with manufacturer as needed for defective product
- F. Value added services
- G. New accounts
- H. Promotion of contract
- I. Input received by SEKESC from eligible entities
- J. Reports as requested by SEKESC
- K. Quarterly detailed reports
- L. Administrative fees paid within allotted time
- M. Rapid response to all of the above

Bids from new vendors will be considered from references received with submitted bids. New vendors shall include three letters of reference from educational cooperatives and/or Kansas school districts that are currently utilizing bids awarded to their company.

**Attachment 1: Vendor RFP Worksheet
ESC-INMAT2014RFP**

1. Vendor Name:

2. Customer Communications/Service:

- A. Do you have a toll-free phone number for orders (yes or no)?
- B. Do you have a toll-free phone number for questions regarding order status, product info, etc. (yes or no)?
- C. Do you have a toll-free fax (yes or no)?
- D. Please list office hours in Central Standard Time.
- E. Is it possible an SEKESC or a participating school member would get voice mail if they call in with a question or order (yes or no)?
- F. Do you provide assistance at no cost (yes or no)?
- G. Average shipping time after receipt of member order is _____ working days.
- H. Do you have minimum order requirements (yes or no)?
- I. Describe in detail the staffing that will be in place to accommodate SEKESC and it's eligible entities if you are awarded this contract.
- J. Please list all additional customer communication/service value added services you will provide if awarded this contract.

3. Warranty and Return Policies

- A. Please state your procedure for handling warranty problems.
- B. Please state your return policy. (full refund, restocking charge, etc.)

4. Company's Focus

- A. Is working with schools your company's main focus (yes or no)?
- B. If yes, describe in detail how your company's main focus is directed toward school supplies and school needs.
- C. If no, describe in detail the main focus of your company.

5. Marketing

Provide your company's specific plans to communicate with SEKESC and its eligible entities if you are awarded this contract. Attach specific events and samples from previous marketing campaigns.

6. References

Provide statewide or large client references for which you are providing a similar service as required in this RFP. Include the name, address and phone number of the contact person for each with a brief description of the service they have contracted. Please attach to the proposal form.

7. Sales Outside SEKESC and its eligible entities (All pricing should be available to SEKESC and its eligible entities)

Pricing will be extended to the following potential clients if allowed by the vendor:

- K-12 Public Schools
- K-12 Private Schools
- Colleges & Universities
- City, County, and State Governments
- Public Libraries
- Other eligible entities

8. Vendor Questions/Presentations

- A. Will a representative from your company be available by phone during the RFP time period to answer questions or to clarify information regarding this RFP (yes or no)?
- a. Name:
 - b. Position:
 - c. Phone:
 - d. E-mail:
- B. Will a representative from your company be available upon request to be present at SEKESC in rural Girard, Kansas, to present to and answer questions of SEKESC Bid Advisory Committee (yes or no)?
- a. Name:
 - b. Position:
 - c. Phone:
 - d. E-mail:

9. Bid Proposal

Vendors must submit proposals for the attached list of products on paper and electronically. Proposals submitted in this template form shall be used to establish the extent of a producer's products available and to make price comparisons between vendors. Proposed pricing must be furnished in writing and Microsoft Excel.

SEKESC shall not be responsible for the malfunction of any or all submitted electronic components.

If your company is awarded this bid, will the prices be unique to the SEKESC and its eligible entities as stated in 4.1 (yes or no)?

**Attachment 2: SEKESC Vendor Signature Page
ESC-INMAT2014RFP**

Please fill out this form and return with your bid.

Please do not complete this agreement unless you check yes to all the following statements. If the following information is not completed, your agreement cannot be processed.

Yes, it is acknowledged that the vendor has received and reviewed the RFP and agrees to be bound by those terms and conditions unless specifically noted.

Yes, all prices shall remain firm for the period of the contract as noted in the RFP. (Unless exceptions are noted.)

Signature by officer with the authority to bind the vendor to providing the services proposed.	Name of person who will represent vendor as the SEKESC contact.
Company Name:	Account Representative Signature:
Authorization Signature:	Title/Date:
Title/Date:	Please print signature name in block lettering.
Please print signature name in block lettering.	Address 1:
Address 1:	Address 2:
Address 2:	Address 3:
Address 3:	Phone:
Phone:	Fax:
Fax:	E-mail:
E-mail:	

**Attachment 3: SEKESC Bidder's Qualifications Statement
ESC-INMAT2014RFP**

Bidder's Qualifications Statement

1. Name of Bidder:
2. Permanent Main Office Address:
3. When organized:
4. If incorporated, when and where:
5. How many years have you been engaged in business under your present firm or trading name?
6. General character of work performed by your company:
7. Financial Information:
 - a. State name of Bank with whom you do your principal business:
 - b. Address:
 - c. City:
 - d. State:
 - e. Phone Number:
 - f. State 3 Kansas school districts with whom you do business
 - 1.
 - 2.
 - 3.
8. Experience in work similar in importance to this contract:
9. Average number of employees on your payroll during the past year:
10. Have you ever been declared ineligible to receive awards on contracts from the Federal or State Governments (yes or no)?
11. If any Bidder feels that any information other than that requested above is pertinent to a determination of bidder's qualifications, such information may be added hereto and submitted together with this statement.

The undersigned will furnish any other information that SEKESC may request and the undersigned hereby authorizes request any person, firm or corporation to furnish any information requested by the SEKESC in verification of the recitals comprising this statement of Bidder's Qualifications.

Dated at _____ this _____ day of _____, 20 _____

Name of Bidder:

By:

Title:

State of:

County of:

_____, being duly sworn deposes and says that he is and that the answers to the foregoing questions and all statements contained herein are true and correct.

SWORN to before me this ____ day of _____, 20____

Notary Public (include stamp)

In submitting this bid it is understood that the right to reject any and all bids has been reserved and that this bid may not be withdrawn for a period of thirty (30) days from the opening thereof.

Dated this ____ day of _____, 20____

If a corporation, what is the State of incorporation?

If a partnership, state full name of all co-partners.

Official Name and Address of Company:

Telephone Number:

Seal if by Corporation:

Dated:

Name:

Title:

Attachment 4: Specifications
ESC-INMAT2014RFP

1. If your company is awarded this bid, will the prices be unique to the SEKESC and its eligible entities (Yes or No)?
2. If your company is awarded this bid, will your pricing to the SEKESC and its eligible entities be as low or lower than pricing available to similar customers and will your pricing remain so throughout the duration of the contract (Yes or No)?

The intent of the specifications and expectations in this RFP is to allow school districts in Kansas to have the option of the highest quality, most complete and comprehensive General Supply products and services available.

Proposed terms and conditions of this RFP may be applicable to eligible entities in other states. Please indicate in the following table which of the following states your company can serve per the proposed terms and conditions of this RFP.

STATE	YES OR NO
Kansas (KS)	
Missouri (MO)	
Oklahoma (OK)	

**Attachment 5: Vendor Quarterly Report Template
ESC-INMAT2014RFP**

Please refer to the Excel Spreadsheet: **SEKESC_Vendor_Quarterly_Report_Template.xls**.

**Attachment 6: Vendor RFP Checklist
ESC-INMAT2014RFP**

Please indicate your compliance with the guidelines in this RFP by placing your initials in the space after each line on the following vendor RFP checklist. This checklist not intended to be comprehensive. Each Vendor is responsible for completely reviewing their proposal and determining all factors necessary for submission of a comprehensive bid proposal.

This checklist is intended to be submitted in hard copy with initials provided in ink (black or blue) AND submitted digitally via a scanned copy of the original document in .pdf format.

The proposal contains:

1. Cover or Title Page including RFP Reference Number ____ (please initial)
2. Cover letter ____ (please initial)
3. Table of Contents ____ (please initial)
4. Executive Summary ____ (please initial)
5. Completed Attachment 1: Vendor RFP Worksheet ____ (please initial)
6. Completed Attachment 2: SEKESC Vendor Signature Page ____ (please initial)
7. Completed Attachment 3: Bidder's Qualifications Statement ____ (please initial)
8. Completed Attachment 4: Specifications (Fill-in: text-based) ____ (please initial)
9. Completed Attachment 5: Vendor Quarterly Report Template ____ (please initial)
10. Proposal submitted in both hardcopy and electronic copy (Microsoft Word and Microsoft Excel for corresponding RFP components) format. Electronic version shall be on CD or Flash Drive. ____ (please initial)
11. Proposal format shall not include elaborate fonts. ____ (please initial)
12. Notary Public seal/date ____ (please initial)
13. The proposal package contains the original signatures will be delivered in sealed package(s) ____ (please initial)
14. The proposal package is marked on the outside of the envelope in which the proposal is contained with all of the following:
 - a. Vendor's Name and Address ____ (please initial)
 - b. RFP Number ____ (please initial)
 - c. RFP Name ____ (please initial)
 - d. Proposal Due Date ____ (please initial)
 - e. Issuing Officer's Name ____ (please initial)
15. Proposal pricing to the SEKESC and its eligible entities is as low or lower than pricing available to similar customers and pricing will remain so throughout the duration of the contract. ____ (please initial)