



Invitation for Bid (IFB)

Issue Date: Monday, February 22, 2010

Title: Envelope Printing Services

Contact Name: Elaine Prescott
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Bid Deadline: Thursday, March 4, 2010, 1:00 p.m.

Bid Opening: Thursday, March 4, 2010, 3:00 p.m.



BACKGROUND INFORMATION

Kentucky Higher Education Student Loan Corporation (KHESLC), headquartered in Louisville, Kentucky, is a state-chartered, self-sustaining, non-profit organization that makes, finances, purchases, services, and collects student loans. We are the largest lender and servicer of student loans in Kentucky. Our mission is to promote higher educational opportunities by providing loan programs and related services.

KHESLC is governed by a board of directors consisting of 15 board members, of whom ten (10) are appointed by the Governor from the general public and five (5) serve as ex-officio by reason of their positions – Treasurer of the Commonwealth, President of the Council on Postsecondary Education of the Commonwealth, Secretary of the Finance Cabinet, President of the Association of Independent Kentucky Colleges and Universities, and Commissioner of Education. The board may act by a majority of its members.

BID and VENDOR REQUIREMENTS

1. Vendor shall supply a minimum of three (3) references that have utilized the vendor's services within the past twenty-four (24) months.
2. Vendor shall guarantee its bid price for periods of six (6) months. At the expiration of the initial year, the contract may, at the option of the parties hereto, be extended upon the same terms and conditions for further periods not to exceed twelve (12) months each, for a total period of three (3) years.
3. The bid must include all charges, including but not limited to, typesetting, (minor) artwork changes (if necessary), printing, packaging, warehouse storage, and inside delivery to specified locations (See Delivery Locations).
4. The bid must include pricing on Plain **and** Inside Tint 24# White Wove envelopes as indicated under “Envelope Specifications”.
5. The bid must include any and/or all charges that KHESLC may incur to warehouse any existing envelope inventory from the current vendor.
6. Vendor shall print, warehouse, and invoice product in quantities not to exceed a mutually agreed upon minimum supply. Quantities provided under “Envelope Specifications” will **not** be printed at one time, but will be ordered and invoiced in groups/quantities as mutually agreed upon by the vendor and KHESLC.
7. Product will be released from vendor’s warehouse and shipped to the specified delivery location(s) on an as needed basis.
8. KHESLC reserves the right to increase/decrease quantities on products listed under “Envelope Specifications” or add additional products to this contract as business demands dictate.



9. Vendor shall ensure that all products meet all United States Postal Service requirements.
10. Vendor shall supply KHESLC with a monthly usage/inventory report and will coordinate with KHESLC in establishing reorder points, reconciling inventory, etc.
11. Vendor and KHESLC contact will coordinate during transition period to accommodate current vendor's warehoused inventory, if necessary
12. An executed copy of the Required Affidavit for Bidders, Offerors and Contractors (*Attachment A*).
13. A completed, signed and notarized Vendor Business Practice Statement (*Attachment B*).

ENVELOPE SPECIFICATIONS (Samples Provided Upon Request)

1. #10 Standard Window Envelope (PO Box 9001774)
24#, White Wove - Plain and Inside Tint
Printed, 1-Side; 1-Color (Black)
Estimated Annual Usage: 1,400,000 (Will order approximately 8-10 times per year)
2. #9 (Custom Window) Courtesy Reply Envelope (PO Box 9001774)
24#, White Wove - Plain and Inside Tint
Printed, Double-Sided; 1-Color (Black)
Estimated Annual Usage: 1,400,000 (Will order approximately 8-10 times per year)
3. #10 Standard Window Envelope (PO Box 24328 - DR)
24#, White Wove – Plain and Inside Tint
Printed, 1-Side; 1-Color (Black)
Estimated Annual Usage: 325,000 (Will order approximately 2-3 times per year)
4. #9 (Custom Window) Courtesy Reply Envelope (PO Box 4869)
24#, White Wove – Plain and Inside Tint
Printed, Double-Sided; 1-Color (Black)
Estimated Annual Usage: 10,000 (Will order approximately 1 time per year)
5. #10 Standard Window Envelope (PO Box 24328)
24#, White Wove – Plain and Inside Tint
Printed, 1-Side; 1-Color (Black)
Estimated Annual Usage: 850,000 (Will order approximately 6-8 times per year)
6. #9 Business Reply Envelope (No Window)
24#, White Wove
Printed, 1-Side; 1-Color (Black)
Estimated Annual Usage: 125,000 (Will order approximately 1-2 times per year)



PURCHASING and PACKAGING TERMS

- A 10% overrun/underrun per order is assumed by KHESLC.
- All proofs to be approved by KHESLC.
- Selected product shall be packaged in boxes of 500, with 5 boxes of 500 (2500) per carton.

DELIVERY LOCATIONS

Envelopes will be delivered to one, or both, of the following locations upon release from the vendor's warehouse:

1. Kentucky Higher Education Assistance Authority (KHEAA)
100 Airport Road
Frankfort, KY 40601

Product must be delivered from the vendor's warehouse to the above location, as needed, within five (5) business days from the requested release date.

2. Kentucky Higher Education Student Loan Corporation (KHESLC)
10180 Linn Station Road, Suite C200
Louisville, KY 40223

Product must be delivered from the vendor's warehouse to the above location, as needed, within two (2) business days from the requested release date.

Both locations will refuse damaged cases of product and vendor will be responsible for replacing the product within 5 business days.

SELECTION

The selection of a bid will be based upon the lowest evaluated bid price and the documentation submitted in response to the Invitation for Bid (IFB). The vendor must submit documentation in accordance with the section entitled "Bid and Vendor Requirements" and may submit additional written data. Faxed or oral information will not be considered

The following criteria will be considered in selecting a vendor:

1. Vendor's experience in performing the required services as outlined in "Bid and Vendor Requirements". (25 Points)
2. Pricing. (75 Points)

Invitation for Bid



No visits, emails, telephone calls, or faxes with respect to this bid will be accepted by the KHESLC contact from the issuance of the bid unless such contact is initiated by KHESLC.

While KHESLC intends to contract with one (1) vendor, we reserve the right to accept or reject any or all bids received, as deemed in the best interest of KHESLC. Each vendor submitting a bid will receive notification of the selection, if any.

There is no expressed or implied obligation for KHESLC to reimburse respondents for any expenses incurred in preparing bids in response to this request.

KHESLC reserves the right to retain all bids submitted. All bids will be subject to the Kentucky Open Records law, KRS 61.870-61.884.

KHESLC will ensure that no person, on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. Accordingly, it is further the intent of KHESLC to conduct its business in accordance with the purposes of Title VI of the Civil Rights Act of 1964.

KHESLC reserves the right to change any procedure as stated in this bid.



Attachment A
Required Affidavit for Bidders, Offerors and Contractors

FOR BIDS AND CONTRACTS IN GENERAL:

- I. Each bidder or offeror swears and affirms under penalty of perjury, that:
 - a. In accordance with KRS 45A.110 and KRS 45A.115, neither the bidder or offeror as defined in KRS 45A.070(6), nor the entity which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth of Kentucky; and the award of a contract to the bidder or offeror or the entity which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.
 - b. The bidder or offeror swears and affirms under penalty of perjury that, to the extent required by Kentucky law, the entity bidding, and all subcontractors therein, are aware of the requirements and penalties outlined in KRS 45A.485; have properly disclosed all information required by this statute; and will continue to comply with such requirements for the duration of any contract awarded.
 - c. The bidder or offeror swears and affirms under penalty of perjury that, to the extent required by Kentucky law, the entity bidding, and its affiliates, are duly registered with the Kentucky Department of Revenue to collect and remit the sales and use tax imposed by KRS Chapter 139, and will remain registered for the duration of any contract awarded.
 - d. The bidder or offeror swears and affirms under penalty of perjury that the entity bidding is not delinquent on any state taxes or fees owed to the Commonwealth of Kentucky and will remain in good standing for the duration of any contract awarded.

FOR “NON-BID” CONTRACTS (I.E. SOLE-SOURCE; NOT-PRACTICAL OR FEASIBLE TO BID; OR EMERGENCY CONTRACTS, ETC):

- II. Each contractor further swears and affirms under penalty of perjury, that:
 - a. In accordance with KRS 121.056, and if this is a non-bid contract, neither the contractor, nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of any contract awarded, have contributed more than the amount specified in KRS 121.150 to the campaign of the gubernatorial slate elected in the election last preceding the date of contract award.
 - b. In accordance with KRS 121.330(1) and (2), and if this is a non-bid contract, neither the contractor, nor officers or employees of the contractor or any entity affiliated with the contractor, nor the spouses of officers or employees of the contractor or any entity affiliated with the contractor, have knowingly contributed more than \$5,000 in aggregate to the campaign of a candidate elected in the election last preceding the date of contract award that has jurisdiction over this contract award.
 - c. In accordance with KRS 121.330(3) and (4), and if this is a non-bid contract, to the best of his/her knowledge, neither the contractor, nor any member of his/her immediate family, his/her employer, or his/her employees, or any entity affiliated with any of these entities or individuals, have directly solicited contributions in excess of \$30,000 in the aggregate for the campaign of a candidate elected in the election last preceding the date of contract award that has jurisdiction over this contract.



Attachment B
Vendor Business Practice Statement

THE UNDERSIGNED _____ (“VENDOR”) understands that Kentucky Higher Education Student Loan Corporation (the “Corporation”) will not do business with any vendor that violates KRS 45A.343 (2) and (3) or 45A.455 and does not comply with this Vendor Business Practice Statement (the “Statement”).

COMPLIANCE WITH KRS 45A.343 (2) AND (3):

KRS 45A.343 (2) and (3) provide as follows:

- (2) After July 15, 1994, any contract entered into by a local public agency, whether under KRS 45A.345 to 45A.460 or any other authority, shall require the contractor to:
 - (a) Reveal any final determination of a violation by the contractor within the previous (5) year period pursuant to KRS Chapters 136, 139, 141, 337, 338, 341, and 342 that apply to the contractor; and
 - (b) Be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 341, and 342 that apply to the contractor for the duration of the contract.
- (3) A contractor’s failure to reveal a final determination of a violation of KRS Chapters 136, 139, 141, 337, 338, 341, and 342 or to comply with these statutes for the duration of the contract shall be grounds for the local public agency’s:
 - (a) Cancellation of the contract; and
 - (b) Disqualification of the contractor from eligibility for future contracts awarded by the local public agency for a period of two (2) years.

Other statutes referenced in those sections are as follows:

KRS Chapters
136 REVENUE AND TAXATION - CORPORATION AND UTILITY TAXES
139 REVENUE AND TAXATION - SALES AND USE TAXES
141 REVENUE AND TAXATION - INCOME TAXES
337 LABOR AND HUMAN RIGHTS - WAGES AND HOURS
338 LABOR AND HUMAN RIGHTS - OCCUPATIONAL SAFETY AND HEALTH OF EMPLOYEES
341 LABOR AND HUMAN RIGHTS - UNEMPLOYMENT COMPENSATION
342 LABOR AND HUMAN RIGHTS – WORKERS’ COMPENSATION

VENDOR REPRESENTS AND COVENANTS that (check one): There has been no final determination of violation; or The attached list reflects all final determinations of violations of KRS Chapters 136, 139, 141, 337, 338, 341, and 342 which have been rendered against the Vendor within the five (5) years preceding this certification.



COMPLIANCE WITH KRS 45A.450 AND 45A.455:

VENDOR REPRESENTS AND COVENANTS that will not directly or indirectly offer or give any personal benefit, including but not limited to commissions, kickbacks, payments, loans, gratuities (including travel and entertainment), bribes, gifts, samples, services, promises of future employment or personal considerations, (hereinafter collectively referred to as “benefits”), in connections with any Corporation contract or work, to any Corporation director, officer or employee or their families, to any entity in which VENDOR knows a Corporation director, officer, or employee or member of the Corporation director, officer or employee’s family own a direct or indirect interest, or to any person affiliated with any subcontractor or consultant for the Corporation. VENDOR further understands that Corporation directors, officers, or employees are not permitted to accept any benefit and are required to comply with KRS 45A.450 and 45A.455 (See: <http://www.lrc.ky.gov/KRS/045A00/CHAPTER.HTM>).

VENDOR REPRESENTS that (check one): no list is attached; or it has attached and returned herewith a list of any “benefits” provided, directly or indirectly, in the past year to a Director, Officer or employee or a Director, Officer or employee’s family member including any employment or consulting relationship (excluding any meals of a nominal value).

VENDOR REPRESENTS that except as set forth on a list attached and returned herewith no one has solicited or requested benefits of any vendor’s directors, officers, employees, subcontractors, agents or representatives in connection with any contract with, purchase from, sale to or other work with the Corporation (hereinafter collectively referred to as “contractor”), and VENDOR covenants it will henceforth PROMPTLY report any future such solicitation or request to the Corporation.

COMPLIANCE WITH KRS 45A.395 (2) AND 45A.400:

KRS 45A.395 (2) AND 45A.400 provide:

A written determination of a responsibility of a bidder or offeror shall not be made and no supplier shall be prequalified as a responsible prospective contractor until the bidder or offeror provides the local public agency with a sworn statement made under penalty of perjury that he has not knowingly violated any provisions of the campaign finance laws of the Commonwealth and that the award of a contract to the bidder of the offeror will not violate any provisions of the campaign finance laws of the Commonwealth. “Knowingly” means, with respect to conduct or to a circumstance described by a statute defining an offense, that a person is aware or should have been aware that his conduct is of nature or that the circumstance exists.

VENDOR CERTIFIES that neither he/she nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of this contract, has contributed more than the amount in any business entity involved in the performance of this contract, has contributed more than the amount specified in KRS 121.056 (2), to the campaign of the gubernatorial candidate elected at the election last preceding the date of this certification. The undersigned further swears under the penalty of perjury, that neither he/she nor the Company which he/she represents, has knowingly violated any provisions of the campaign finance laws of the



Commonwealth, and that the award of a contract to him/her or the Company which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

COMPLIANCE WITH KRS 11A.040 (6) AND (8) – FORMER STATE EMPLOYEES SEEKING TO DO BUSINESS WITH THE STATE OR CONTEMPLATING REPRESENTATION OF ANOTHER BEFORE A STATE AGENCY:

KRS 11A.404 (6) AND (8) provide:

(6) No present or former officer or public servant listed in KRS 11A.010 (9) (a) to (h) shall, within six (6) months following termination of his/her office or employment, accept employment, compensation, or other economic benefit from any person or business that contracts or does business with the state in matters in which he was directly involved during the last thirty-six (36) months of his/her tenure. This provision shall not prohibit an individual from returning to the same business, firm, occupation, or profession in which he/she was involved prior to taking office or beginning his/her term of employment, provided that, for a period of six (6) months, he/she personally refrains from working on any matter in which he/she was directly involved during that last thirty-six (36) months of his/her tenure in state government. This subsection shall not prohibit the performance of ministerial functions including, but not limited to, filing tax returns, filing applications for permits or licenses, or filing incorporation papers, nor shall it prohibit the former officer or public servant from receiving public funds disbursed through entitlement programs.

(8) A former public servant shall not represent a person in a matter before a state agency in which the former public servant was directly involved, for a period of one (1) year the latter of:
(a) The date of leaving office or termination of employment; or (b) The date the term of office expires to which the public servant was elected.

The law's applicability may be different if you hold elected office or are contemplating representation of another before a state agency. Also, if you are affiliated with a firm which does business with the state and which employs former state executive branch employees, you should be aware that the law might apply to them. In case of doubt, the law permits you to request an advisory opinion from the Executive Branch Ethics Commission, Room 136, Capitol Building, 700 Capitol Avenue, Frankfort, Kentucky 40601; (502) 564-2611.

VENDOR REPRESENTS AND COVENANTS that Vendor has no employees that are in violation of KRS 11A.040 (6) and (8).

COMPLIANCE WITH KRS 11A.201 TO 11A.246 - Executive Agency Lobbying

VENDOR REPRESENTS AND COVENANTS that it is in compliance with KRS 11A.201 to 11A.246 (See: <http://www.lrc.ky.gov/KRS/011A00/CHAPTER.HTM>).

VENDOR REPRESENTS that it will cooperate in responding to reasonable requests by the Corporation or its representatives to provide information and documentation regarding transactions with the Corporation.

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If the foregoing representations and covenants are violated by VENDOR, its directors, officers, employees, subcontractor, agents, or representatives, it will constitute grounds for termination of any contracts between the Corporation and VENDOR, at the Corporation's sole discretion.

VENDOR will inform its directors, officers, employees, agents and subcontractors of the requirements of this Statement.

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WHEREBY, VENDOR has executed this Statement by its duly authorized representative on this _____ day of _____, 2010.

VENDOR NAME: _____

By: _____
(Signature)

Name: _____
(Printed Name)

Title: _____

Telephone: _____

Subscribed and sworn to before me by _____, _____,
(Affiant) (Title)

of _____ this _____ day of _____ 2010.
(Company Name)

_____ My commission expires: _____
(Notary Public)

[*seal of notary*]