

RFP DOCUMENTS AND A SUCCESSFUL BIDDER'S RESPONSE CONSTITUTE THE FINAL CONTRACT/AGREEMENT BETWEEN FCPS AND BIDDER. NO CONTRACT/AGREEMENT TERMS REQUIRED BY BIDDER WILL BE CONSIDERED BY FCPS THAT ARE NOT SUBMITTED WITHIN THE RESPONSE. A SUCCESSFUL BIDDER UNDERSTANDS AND ACCEPTS THIS AS ESSENTIAL TO THE AWARD OF THE RFP. A SUCCESSFUL BIDDER WHO SUBMITS ANY SUBSEQUENT DOCUMENT FOR FCPS TO ACCEPT/SIGN UNDERSTANDS AND AGREES THAT THIS WILL NOT BE CONSIDERED OR ACCEPTED BY FCPS.

FOLLOWING THE SUBMISSION OF A RESPONSE AND THE AWARD OF THE RFP SHOULD A SUCCESSFUL BIDDER TAKE THE POSITION THAT AN ADDITIONAL DOCUMENT WITH ADDITIONAL TERMS IS REQUIRED FOR A SUCCESSFUL BIDDER TO COMPLY WITH TERMS OF THE RFP, THE RFP AWARD SHALL BE CONSIDERED VOID AND BIDDER MAY BE DEBARRED FROM FUTURE WORK WITH FCPS.

CERTIFICATE MUST BE EXECUTED BY BIDDER

In compliance with this Request for Proposal, in consideration of the detailed description attached hereto and subject to all conditions thereof, the undersigned agrees, if this proposal is accepted within the time stipulated above, to furnish any or all of the items upon which prices are quoted in accordance with the specifications applying at the price set opposite each item.

Bidder agrees to furnish and deliver all items set forth or otherwise identified in document and on any additional sheets subject to the terms and conditions herein.

Date _____

Name _____ Title _____

Signature _____

General Conditions

1. Offerors are advised that any contract resulting from this RFP must comply with all applicable provisions of KRS 45A and other statutes and policies noted in this RFP.
2. Model Procurement Regulations adopted by the Fayette County Board of Education shall be deemed incorporated by reference in these specifications as though quoted fully herein.
3. The Fayette County Board of Education (Board) is implementing revised procedures as of July 1, 2016 for the submittal of bids and proposals. In all Fayette County Public School (FCPS) bidding procedures, all potential offerors are to engage in specifically defined efforts with the Department of Economic Development to include minority-owned, women-owned and veteran-owned business contractors, subcontractors, vendors and suppliers.
4. FCPS Department of Economic Development and Purchasing Department are available to assist and provide a listing, upon request, of certified minority-owned, women-owned and veteran-owned business enterprises (MWVBE). Offerors may consult the list for inclusion of subcontractors currently participating with the offeror. The list is not all-inclusive and may contain only the names of businesses that have [self registered](#) with the Board and have become approved contractors or vendors by contacting either [Department of Economic Development, Division of Physical Support and Purchasing Department](#) and are MBE certified. The contact person for the Department of Economic Development is Marilyn Clark, 859-381-4000, Marilyn.clark@fayette.kyschools.us. Offerors may use other properly certified MWVBE subcontractors as long as proper certification is provided.
5. When line item pricing is requested, prices must be stated in units of quantity as specified and extended in total column for each item and/or lot. Proposal prices must include transportation and delivery/service to the warehouse or building as specified.
6. To receive consideration proposals must be received at 1126 Russell Cave Road, Lexington, KY 40505, Room 137 prior to time designated in this invitation. None shall be accepted thereafter.
7. An officer or member of the bidding firm authorized to legally bind the firm must sign the bid/proposal.
8. The Board of Education reserves the right to accept any bid, to reject any or all bids, to waive any irregularities or informalities in bids received where such acceptance, rejection or waiver is considered to be in its best interest. The Board of Education reserves the right to award by item, combination of items or lot. The Board of Education also reserves the right to reject any bid where evidence or information submitted by the bidder does not provide satisfactory proof that the bidder is qualified to carry out the details of the contract.
9. By submitting a proposal in response to this RFP, the respondent accepts the evaluation process and methodology, as well as acknowledges and accepts that the determination of

"the most qualified and capable" firm(s) will require subjective judgments by the Fayette County Board of Education.

10. Proposals are effective for sixty (60) days from date of closing unless otherwise specified in conditions of bidding and general specifications.
11. Manufacturer's catalog numbers, trade names, etc., where shown herein are for descriptive purposes to guide the offeror in interpreting the standard of quality, design and performance desired, and should not be construed to exclude proposals based on furnishing other types of materials or service. However, any substitution or departure proposed by offeror must be clearly noted and described. Otherwise it is understood that offeror intends to supply items specifically mentioned in this RFP. **FCPS reserves the right to determine if materials offered are the type and quality required.**
12. Samples requested must be furnished free of expense to the Board. If not destroyed or consumed in testing or evaluating, or required in connection with the award, samples will upon request be returned at offeror's expense. Right is reserved to mutilate or destroy any samples if considered necessary for testing purposes.
13. If awarded an order or contract, offeror agrees to protect, defend and save harmless The Board from suits or demands for payment that may be brought against it for the use of any patented materials, process, article or device that may enter into the manufacture, construction or form a part of the work covered by either order or contract. Offeror further agrees to indemnify and save harmless The Board from suits or actions of every nature and description brought against it for, or on account of injuries or damages received or sustained by any party or parties by, or for any acts of the offeror, his servants or agents.
14. **The Board is not required to pay federal excise taxes or Kentucky Sales and Use Taxes.** Proposals must be priced accordingly and reflect no sales tax to FCPS.
15. Offerors remain liable for applicable taxes on construction and/or furnish-and-install contracts for FCPS. Adjustments and allowances for any applicable taxes shall be provided for in the bid amount. Later adjustments to the Contract Sum shall not be permitted and/or made on this basis by FCPS.
16. Parties to this agreement are solely responsible for costs incurred in fulfilling obligations under this agreement unless otherwise provided in this agreement. No party shall have any claim against the other party for reimbursement of such costs, unless said costs are attributable to enforcing compliance under this agreement or seeking redress from the other party's default under this agreement.
17. If any section, paragraph or clause of this contract is held invalid by any court of competent jurisdiction, the invalidity of said section, paragraph or clause shall not affect any remaining provisions herein.

18. This contract is made under, governed by and construed in accordance with the laws of the Commonwealth of Kentucky.
19. Venue for any legal action filed concerning this contract is Fayette County, Kentucky.
20. Parties shall not discriminate in any of the services performed in connection with this contract on the basis of race, color, national origin, sex, genetic information, disability, religion, age, political affiliation, sexual orientation or gender identity.
21. **K45A.455 PROHIBITS CONFLICTS OF INTEREST, GRATUITIES AND KICKBACKS TO EMPLOYEES OF THE BOARD IN CONNECTION WITH CONTRACTS FOR SUPPLIES OR SERVICES WHETHER DIRECT OR INDIRECT.**
22. **KRS 45A.990 PROVIDES SEVERE PENALTIES FOR VIOLATIONS OF LAWS RELATING TO GRATUITIES OR KICKBACKS TO EMPLOYEES DESIGNED TO SECURE A PUBLIC CONTRACT FOR SUPPLIES OR SERVICES.**
23. This writing, along with the responsive proposal, reflects the entire agreement between the parties. Changes or modifications of this Agreement shall be invalid or nonbinding upon the parties hereto. Nor shall any waiver of any terms or conditions hereof be deemed a waiver of such terms or conditions in the future, unless such change, modification or waiver is in writing and signed by the parties hereto.
24. **This Request for proposal, along with proposal submitted, if accepted by the Board shall constitute the entire agreement. In the event of a conflict between the terms of the Request for Proposal and the proposal, the terms in the Request for Proposal shall apply. The Board shall NOT CONSIDER contracts or agreements submitted separate from or subsequent to RFP. Any and all terms considered integral to the proposal submitted must be included in or with the proposal document.**
25. Any addendums or updates to the RFP will be posted at www.fcps.net/bids. It is the offeror's responsibility to check the website for any updates.
26. **To be eligible for a contract consideration with FCPS, all companies with nexus in Lexington, Kentucky must be current on all filings and payments of Occupational License and Net Profits Tax for Schools. If it is determined that you are not current on all filings and payments, your bid may be rejected or your contract canceled for noncompliance. For additional information regarding the Occupational License Tax, please visit our website at www.fcps.net/tax.**
27. All responses to this RFP become the exclusive property of FCPS. All proposals received in response to this RFP become a matter of public record and shall be regarded as public records, with the exception of, as required by KRS 61.878(1)(c)(1), those elements in each bid which are defined by the offeror as business or trade secrets and plainly marked as "Confidential," "Trade Secret," or "Proprietary." FCPS shall not in any way be liable or responsible for the disclosure of any such proposal or portions thereof if they are not plainly marked as "Confidential," "Trade Secret," or "Proprietary" or if disclosure is required under Kentucky

Revised Statutes Chapter 61. Any proposal which contains language purporting to render all or significant portions of the proposal “Confidential,” “Trade Secret,” or “Proprietary” may be regarded as non-responsive. Although KRS 61.878(1)(c)(1) recognizes that certain confidential trade secret information may be protected from disclosure, FCPS may not accept or approve that the information that a offeror submits is a trade secret. If a request is made for information marked “Confidential,” “Trade Secret,” or “Proprietary,” and FCPS does not believe that the information is a trade secret, FCPS shall provide the proposer who submitted the information with reasonable notice to allow the proposer to seek protection from disclosure by a court of competent jurisdiction.

28. To meet Kentucky Revised Statutes 45A.430 and 45A.435 purchase orders for construction that are issued that are under \$25,000.00 will not require a bond. Purchase Orders issued that exceed \$25,000.00 will require the contractor to bond. No work shall begin until the offeror has a FCPS issued Purchase Order in hand and has delivered the required Performance and Payment bond to the Department that issued the Purchase Order.
29. The offeror agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. 7401 et seq. The Offeror agrees to report each violation to the USDA and the appropriate EPA Regional Office.
30. The Offeror agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq. The Offeror agrees to report each violation to the USDA and the appropriate EPA Regional Office.
31. Suspension and Debarment
The Offeror understands that a contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.”

By signing and submitting its bid or proposal, the offeror or proposer certifies as follows:

The certification in this clause is a material of fact relied upon by FCPS. If it is later determined that the offeror or proposer knowingly rendered an erroneous certification, in addition to remedies available to FCPS, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The offeror or proposer agrees to comply with the requirements of 2 CFR 180.220 while this offer is valid and throughout the period of any contract that may arise from this offer. The offeror or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

32. A debriefing may be available for any entity that submitted a proposal or bid in response to a solicitation (“Offeror”). Debriefing shall be requested in writing by the unsuccessful Offeror within ten (10) business days of the FCPS publicly releasing the identity of the purported winner of the competition, by posting the notice of contract award on the FCPS approved

procurement website. An unsuccessful Offeror's written request for a debriefing shall be submitted to the purchasing officer.

33. Purchases by other Kentucky Government Entities:

Any government entity in Kentucky shall have the option of making purchases from a contract executed under this bid when such actions are agreed to by the awarded vendor(s). FCPS will not be responsible for payment of any purchases by another government entity.

34. State law requires a contractor that is providing services to students on a regularly scheduled and continuing basis to submit to a state criminal history background check by the Department of Kentucky State Police and the Federal Bureau of Investigation and have a letter, provided by the individual, from the Cabinet for Health and Family Services stating the individual is clear to hire based on no findings of substantiated child abuse or neglect found through a background check of child abuse and neglect records maintained by the Cabinet for Health and Family Services.

Prior to the provision of services by any contractor/sub-contractor, contractor agrees to obtain and submit a current KY State Police and FBI background check and a have a letter provided by the Cabinet for Health and Family Services Child Abuse and Neglect per KRS160.380. The provider will contact the FCPS Human Resources Department Application Center to initiate this process or submit these documents if obtained elsewhere. A fee of \$40 for the State/FBI check and \$10 for the Child Abuse and Neglect letter will apply and the cost will be the responsibility of the contractor when having FCPS run the reports. This fee can be paid via check or money order made out to Fayette County Public Schools. Existing background checks within one year will be accepted, with the approval from FCPS Human Resources department. If there is a break in service, a new background check must be completed.

Purchases by FCPS Food Service

35. "Domestic Commodity or Product" are defined as an agricultural commodity that is produced in the United States and a food product that is processed in the United States using substantial agricultural commodities that are produced in the United States.
36. "Substantial" means that over 51% of the final processed product consists of agricultural commodities that were grown domestically.
37. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as territories of the United States.
38. The Buy American provision (7 CFR Part 210.21 (d)) is one of the procurement standards SFAs must comply with when purchasing commercial food products served in the school meals programs.
39. Buy American: Schools participating in the federal school meal programs are required to purchase domestic commodities and products for school meals to the maximum extent

practicable. Domestic commodity or product means and agricultural commodity that is produced in the US and a food product that is processed in the US substantially (at least 51 percent) using agricultural commodities that are produced in the US.

40. Federal regulations require that all foods purchased for Child Nutrition Program be of domestic origin to the maximum extent practicable. While rare, two (2) exceptions may exist when:
 41. The product is not produced or manufactured in the US in sufficient, reasonable and available quantities of a satisfactory quality, such as bananas or pineapple; and
 42. Competitive proposals reveal the cost of a domestic product is significantly higher than a non-domestic product.
43. All products that are normally purchased by Distributor as non-domestic and proposed as part of this solicitation must be identified with the country of origin. Distributor shall outline their procedures to notify School when products are purchased as non-domestic.
44. Any substitution of a non-domestic product for a domestic product (which was originally part of a solicitation), must be approved, in writing, by the Food Service Director, prior to the delivery of the product to the School. Any non-domestic product delivered to the School, without the prior, written approval of the Food Service Director, will be rejected.
45. Distributor must affirm their willingness to assert their best and reasonable efforts to ensure compliance with this federal rule.

Special Conditions of RFP

1. All questions must be submitted in writing by emailing matthew.moore@fayette.kyschools.us no later than two (2) weeks before the closing time of bids listed on the cover page.

2. Proposals must be delivered to:

FCPS Purchasing Department
1126 Russell Cave Road, Rm 137
Lexington, KY 40505

Proposals may be returned by United States Postal Service, hand delivered or by any commercial carrier. **It is the company's responsibility** to ensure the proposal arrives at the specified location by the date and time of the closing of proposals. Proposal should not be addressed to a specific person. **E-mail, fax or telephone proposals shall not be accepted. There are no exceptions. The FCPS Purchasing Office is closed and does not accept mail, commercial carriers or hand delivered proposals on weekends and Holidays. Regular hours are 7:00AM to 3:30PM Eastern Time.**

1. Late proposals
2. Any proposals received after the due date listed on the cover page shall be considered a late proposal. A late proposal shall not be considered for award except under the following conditions only:
 - It was sent by registered or certified mail not later than the fifth (5th) calendar date prior to the due date specified on the cover; or
 - The proposal was sent by mail and it is determined by the Purchasing Department that the late receipt was due solely to the mishandling by the district after receipt at the address specified in the solicitation.
 - If an emergency or unanticipated event or closing interrupts or suspends normal FCPS business operations so that proposals cannot be received at the FCPS Purchasing Office by the due date stated on the cover page, the due date/time specified will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal FCPS business operations resume.
 - The official time used for receipt of proposals is the satellite clock located in the conference room 131. This clock is connected by satellite to be the official time of the United States as determined by the National Institute of Standards and Technology (NIST) and U. S. Naval Observatory (USNO).
 - A late hand carried proposal shall not be considered.

3. **There will not be a public opening of this RFP.**

4. FCPS staff provides notification through Economic Engine following awards by The Board.
5. Contract is effective for the period beginning **October 1, 2019 and ending September 30, 2020**. Contract may be renewed for additional one (1)-year terms, up to a total of five (5) years subject to approval of both The Board and successful bidder. Contract prices and discounts shall remain in effect for the entire contract and any agreed upon contract extensions unless notification is provided 90 days prior to contract being renewed, however additional discounts and/or special pricing are encouraged and may be accepted when consistent with other terms and conditions of the contract.

6. **Multiple awards of this contract may be considered** if in the best interest of the district. Bidder agrees to this contract by bidding. Contract is exclusive to bidder(s) who receive(s) the award with the following exceptions: FCPS Warehouse operation, other agency contracts that FCPS can utilize, bids for items in large quantities and individual purchases under \$2,500 when a lower price can be obtained and the items purchased meet specifications.

It shall be understood that the contract shall not obligate FCPS or its schools and departments to purchase from the Contract. If awarded the contract the vendor shall be placed on an “Approved Vendors List” for the school district.

7. The RFP shall be awarded **to the responsible and responsive offeror(s) as defined in KRS 45A.370, providing the best value**. In determining the best value the following criteria shall be considered:

POINTS	CRITERIA
600	Cost Proposal – <ul style="list-style-type: none"> • Sample Pricing • Discount
400	Technical Proposal - <ul style="list-style-type: none"> • Proposal meets specifications • Vendor location • Volume and quality of products offered in catalog

8. **Fuel Surcharges and other similar charges are not permitted.**
9. **Unit price shall prevail in calculations. Cash discount allowances for early payment shall not be considered in recommending RFP award.**
10. **Past Vendor Performance may be considered in the award of this Contract. Vendors with a record of poor performance with the school district in the last 12 months may be found non-responsible and ineligible for award.**
11. **Contractor must furnish with proposal the following:**
 - Workers’ Compensation and Employer’s Liability

- Public Liability \$500,000 Person/Maximum
 - Property Damage \$500,000 One Accident/Maximum (\$1,000,000 Aggregate)
12. Sole proprietors or partnerships must supply Taxpayer Identification Numbers with proposal. Corporations are excluded from this requirement.
 13. Bidders are cautioned to re-check their proposal for possible errors. No proposal can be altered, corrected or signed after the closing deadline. All prices and quotations must be made in ink or typewritten. No pencil figures shall be accepted. Mistakes are to be crossed out and corrections inserted adjacent thereto and initialed by the person signing the proposal.
 14. Modifications, additions or changes to the terms and conditions of this solicitation may be cause for rejection of the proposal. Bidders are requested to submit proposals on FCPS official forms. Proposals submitted on company forms may be rejected.
 15. Successful bidder shall make provision for the supplying of PO numbers as part of any invoice issued to FCPS as a result of RFP award.
 16. Payments for bid items are normally approved at the regularly scheduled meeting of The Board on the fourth Monday of most months provided bid items and invoices are properly received by the first Monday of the month. However, payments may be made early to take advantage of cash discounts offered provided the taking of such discounts is advantageous to FCPS.
 - 17. Successful vendors shall provide two (2) copies of the Safety Data Sheet (SDS) on material covered by OSHA Standard 1910.1200 as a condition of purchase.**
 18. If there is a conflict between the terms of this RFP document and any document submitted by the bidder the RFP document takes precedence.
 19. Bidder agrees to abide by any reasonable request made by FCPS Administration regarding implementation of this contract.

20. Termination for Default

Either the **Purchasing Agent** or the Superintendent, as the case may require, may make a written determination that a contractor is in breach of any of the terms and conditions of an existing contract. Said determination shall state that the contractor shall have a period of five (5) working days within which to cure the breach. A copy of said determination shall be filed in the contract file and another copy of said determination shall be forwarded to the contractor in breach of the contract.

Upon receipt of said determination the contractor shall make all good faith efforts to comply with all terms and conditions of the contract and to cure the breach. Alternatively, the contractor may submit a written statement admitting default in breach of the contract. At

such time the contract shall be deemed immediately terminated and all rights and obligations there under shall be terminated.

Upon receipt of the contractor's admission of default and breach or upon the contractor's failure to cure said breach within five (5) working days of the issuance of the written determination, FCPS shall procure a substitute contractor which shall operate under the remainder of the existing contract breached by the contractor. The original contractor shall be liable for any and all excess costs incurred in the procurement of the substitute contractor.

21. Termination for Convenience

The **Purchasing Agent** or the Superintendent may make a written determination at any time that the contract shall be terminated for the convenience of FCPS and shall issue a notice of termination therewith. Said notice of termination shall state the date and time upon which termination shall become effective and the extent to which the contract is terminated. A copy of said determination and notice of termination shall be placed in the contract file and a second copy of said determination shall be forwarded to the contractor.

The contractor shall cease performance of the contract upon the date and time set in the written notice of termination. Within ten (10) working days thereafter, the contractor shall issue an itemized statement of any and all services performed; or goods delivered; or construction completed, and said statement shall be paid by the Board according to the procedure set forth in the existing contract.

The determination made by either the **Purchasing Agent** or the Superintendent, as the case may require, shall be final and conclusive as to the necessity for termination for convenience. No party to an existing contract shall have the right to appeal from said determination as it shall be final and conclusive.

22. Successor in Interest or Contractor Name Changes

No assignment of this contract without specific, written pre-approval of FCPS. Failure to get this written, pre-approval by FCPS shall VOID the assignment and the contractor on this contract shall remain responsible for continued compliance with terms of this bid/response.

23. Consumption of alcohol or drugs or being under the influence of alcohol or drugs, use of tobacco products or possession of firearms while on a job for FCPS by any worker is strictly prohibited. Any contractor, subcontractor or person working for the contractor or subcontractor who violates rules regarding alcohol, drugs, tobacco products or firearms is subject to immediate removal from the job site. Violation of rules is considered a breach of contract between the contractor and FCPS and may lead to the termination of said contract FOR CAUSE by FCPS.

24. FCPS does not discriminate on the basis of sex in the educational programs or activities that it operates, and is required by Title IX of the Education Amendments of 1972 (P.L. 92-318) to not discriminate in such a manner. Further, FCPS does not discriminate on the basis of disabling condition, in treatment, admission or access to, or employment in its programs or

activities as required by the Rehabilitation Act of 1973 (P.L. 93-112), as amended, Section 504. Nor does FCPS discriminate on the basis of race, color, national origin, religion, age, creed, political affiliation, sex or marital status in the education programs or activities it operates.

25. It is the policy of Fayette County Public Schools that no asbestos-containing materials are to be purchased by the school system, supplied by any person supplying to the school system, or installed in or on school property by any person performing work for the school system. Furthermore, all products marked "May Contain Mineral Fibers" will be presumed to contain asbestos unless the manufacturer provides written certification or Material Safety Data Sheet (MSDS) that no asbestos fibers are present in the product and identifies the fibers for which the product is marked or the supplier presents valid analysis data from an NVLAP-or AIHA-certified laboratory that the material does not contain asbestos.

CHECKLIST OF ITEMS TO INCLUDE WITH PROPOSAL SUBMISSION

- _____ Cover page completed
- _____ Name and signature on Page 2
- _____ Taxpayer Identification Number (if not a Corporation)
- _____ Requirements bidder has or shall need if awarded the RFP (if required)
- _____ Documents necessary to initiate contractual relationship between bidder and FCPS (if required)
- _____ Cost Proposal
- _____ Sample Price Sheet
- _____ Proof of Insurance
- _____ Resident Bidder Affidavit if declaring Resident Bidder Status
- _____ Qualified Bidder Affidavit if declaring Qualified Bidder Status (non-profit)
- _____ Supplier Diversity Program Contract Forms
- _____ Documentation of Good Faith Efforts (if applicable)

Does your company allow EFT? Yes _____ No _____

If yes please send a completed EFT Authorization Form to our Accounts Payable Department upon award of RFP.

Thank you for providing this information:

1. I shall shall not extend this contract to LFUCG, the University of Kentucky or any other public agency.
2. Yes I am a certified minority owned business.
 No
3. Yes I am a certified woman owned business.
 No
4. Yes I am a certified veteran owned business.
 No

If “yes” please provide documentation of certification of being a minority, woman or veteran owned business.

If “no” please submit signed “Pledge of Non-Discrimination” form included in RFP packet.

Scope of Work/ Specifications

1. This RFP is for establishing a contract to provide pricing and discounts on library supplies for a District-wide contract covering many schools and programs.
2. The District reserves the right to order from more than one company for these items and intends to award multiple contracts as a result of this RFP.

Vendor Requirements

1. Vendor must have a large inventory of items in catalog.
2. The district prefers that the vendor have a dedicated sales representative for the district.

Freight/ Delivery

1. All individual items weighing 70 pounds or less procured from this contract are to be delivered free of freight charges (FOB Destination). The bidder may charge shipping for all hazardous materials, live materials, oversized items that must ship freight, and all individual items weighing 71 pounds or more.

COST PROPOSAL

Name of company

agrees to furnish items from the included catalog/pricelist/website ordered by FCPS or its subsidiaries for the listed percent off the catalog/pricelist/website price or at our company's sale price, whichever is less.

1. Discount: _____%

2. Availability:

Our company certifies that approximately _____ different items are listed in our catalog.

Printed Catalog included with bid? Yes _____ No _____

On-line Catalog Available: Yes _____ No _____

Name of Catalog Website _____

3. Locations/Delivery

Number of local physical locations that could be utilized in this contract. _____

Please list on a separate page the addresses of local physical locations.

Please indicate one of the below delivery times for most items in your catalog.

Most items delivered within 24 hours after receiving Purchase Order Yes _____ No _____

Most items delivered within 1-3 Days after receiving Purchase Order Yes _____ No _____

Most items delivered within 4-7 days after receiving Purchase Order Yes _____ No _____

Most items delivered within 7-14 days after receiving Purchase Order Yes _____ No _____

Local Sales Representative Contact Information

Name _____ Phone # _____

Office location (city, state) _____

Email Address _____

4. Sample Price List – See Attachment A

Line item pricing on sample price list shall be utilized for the duration of the contract. FCPS prefers that all items listed are available. Items with no price in response will result in a lower score during the proposal evaluation.

A USB Flash Drive with the Sample Price list may be submitted with proposal in place of a hard copy.

RFP 56-19 Library Supplies Catalog

RFP 56-19 Library Supplies Catalog Contract Attachment A

4. Sample Price List:

Please provide after discount pricing for the listed items. Pricing shall be utilized for the duration of the contract. Bid shall not be awarded per line item.

Item #	Description	Brand/Model Bid	Catalog List Price	% off Catalog/List Price	FCPS Price
1	Tattle Tape B1 Single Sided Security Strip Hardcover 1000/box				
2	Library Quiet 6 Sloping Shelf Book Truck 44.5x31x17"				
3	Library Quiet Single-side Sloping Book Truck 44.5x31x17"				
4	Library Quiet Book Truck 3 Flat 44.5x31x17"				
5	OFM Jupiter Stool 19x24x20"				
6	Titan Strong Arm Book Support				
7	Clear Clip On Shelf Label Holder 1x6" 10/pkg				
8	Clear Glossy Label Protector 1.25"H x 3"W 1000/roll				
9	Clear Glossy Label Protector 2"H x 3"W 1000/roll				
10	Paper Spine Labels 1" x 1.5" White 5000/box				
11	Subject Classification Labels Graphic Novels (red) 500/roll				
12	Subject Classification Labels Realistic Fiction 500/roll				
13	Subject Classification Labels Sports 500/roll				
14	Book Tape, Clear ,2.7 mil, 30 lb tensile strength, 3" core, 4" x 30 yards				
15	Book Tape ,Clear ,2.7 mil, 30 lb tensile strength, 3" core, 3" x 60 yards				

RFP 56-19 Library Supplies Catalog

Best Value scoring is subject to **Reciprocal preference for Kentucky resident bidders and Preferences for a Qualified Bidder or the Department of Corrections, Division of Prison Industries (KAR 200 5:410).**

In accordance with KRS 45A.490 to 45A.494, a resident Offeror of the Commonwealth of Kentucky shall be given a preference against a nonresident Offeror. In evaluating bids/proposals, Fayette County Public Schools will apply a reciprocal preference against an Offeror submitting a bid/proposal from a state that grants residency preference equal to the preference given by the state of the nonresident offeror. Residency and nonresidency shall be defined in accordance with KRS 45A.494(2) and 45A.494(3), respectively. Any Offeror claiming Kentucky residency status shall submit with its proposal a notarized affidavit affirming that it meets the criteria as set forth in the above referenced statute.

PLEDGE OF NON-DISCRIMINATION

_____, is responding to RFP/BID 48-17 issued
Insert Name of Company (hereinafter "Company")
by the Board of Education of Fayette County, Kentucky, and hereby pledges:

(1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with the performance of any contract award by the district on this RFP/BID.

(2) The Company shall provide equal opportunity to all business persons seeking to contract or otherwise interested in contracting with this Company, including various local small business enterprises;

(3) The Company has been made aware of, understands and agrees to make good faith efforts to solicit MBE/WBEs to do business with this Company in the performance of work on any contract awarded on this RFP/BID.

The Company acknowledges that failure to make a good faith effort may have a negative impact on future contract opportunities.

(Authorized Company Representative Signature)

Date

Print Name and Title



Fayette County Public Schools

Supplier Diversity Program

Contract Forms

Marilyn Clark
Manager of Economic Development
Fayette County Public Schools
Department of Economic Development
1126 Russell Cave Road
Lexington, Kentucky 40505

859-381-4000

Marilyn.Clark@fayette.kyschools.us

**NOTICE OF REQUIREMENT FOR
FCPS GOALS TO CREATE EQUAL OPPORTUNITIES AND
MINORITY, WOMEN AND VETERAN-OWNED BUSINESS (MWVBE)
CONTRACT PARTICIPATION**

The mission of the Fayette County Public Schools (FCPS) is to create a collaborative community that ensures all students achieve at high levels and graduate prepared to excel in a global society. FCPS values diversity, inclusion and equity. As one of the largest employers in Fayette County, we know the impact of how we spend the money entrusted to us by taxpayers has a far reaching effect in the greater economic development of the entire community. As a result, the Fayette County School Board (Board) has set a goal that not less than ten percent (10%) of the total value of this contract be subcontracted to MWVBES. The goal for the utilization of certified MWVBES as subcontractors are recommended goals. All bids and requests for proposals will be reviewed in detail by the Office of Economic Development prior to awards being submitted to the Board for approval. Bidders who fail to meet such goals will be expected to provide written explanations to the Manager of Economic Development of efforts they have made to accomplish the recommended goals and the extent to which they are successful in accomplishing the recommended goals will be a consideration in the procurement selection process.

FCPS reserves the right to work with the most responsible and responsive bidder. That means that the district may need to move to the next lowest bidder in the event that the proposed winning bidder is unwilling and unable to demonstrate documented good faith efforts to comply with these requirements.

For assistance in locating capable MWBE subcontractors, contact Marilyn Clark, Manager of Economic Development at the address listed below:

Marilyn Clark, Manager of Economic Development
Fayette County Public Schools
1126 Russell Cave Road
Lexington, Kentucky 40505
859-381-4000

Marilyn.Clark@fayette.kyschools.us

The Board's commitment extends to all providers of goods and services, which are broken down into the following categories:

1. Construction Contractors
2. Professional Service Contractors
3. Vendor/Supplier of Tangible Goods and Commodities

Fayette County Public Schools MWVBE Participation Goals

A. DEFINITIONS

- 1) A Minority-Owned Business Enterprise (MBE) is defined as a business which is certified as being at least 51% owned, operated and managed by persons of African American, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native Heritage.
- 2) A Women-Owned Business Enterprise (WBE) is defined as a business which is certified as being at least 51% owned, operated and managed by a woman or women.
- 3) Veteran-Owned Business Enterprise (VBE): a business which is certified as being at least 51% owned, operated and managed by a veteran.
- 4) Good Faith Efforts are efforts that, given all relevant circumstances, a bidder or proposer actively and aggressively seeking to meet the goals, can reasonably be expected to make. In evaluating good faith efforts made toward achieving the goals, whether the bidder or proposer has performed the efforts outlined in the Obligations of Bidder for Good Faith Efforts will be considered, along with any other relevant factors (See Schedule 1).
- 5) Certification: FCPS strongly prefers to work with certified MWVBEs. For projects over \$20,000 certification is required for minority, women or veteran owned companies. We accept certifications from third-party certifying agencies like the Tri-State Minority Supplier Development Council (TSMSSDC); Women's Business Enterprise National Council (WBENC); National Women's Business Owners Council (NWBOC); Kentucky Minority and Women Business Enterprise Certification (KY MWVBE); and any of various certification from the Small Business Administration (SBA). FCPS will rely on certifying agencies to verify certification of any businesses claiming to be certified.

B. GENERAL

- 1) FCPS requests all potential contractors to make a concerted effort to include MBE, WBE and VBE businesses as subcontractors or suppliers in their bids.
- 2) Toward that end, FCPS has established 12% of total procurement costs as a Goal for participation of MWVBEs on this contract.
- 3) **It is therefore a request of each Bidder to include in its bid, the same goal (12%) for MWVBE participation and other requirements as outlined in this section.**

C. PROCEDURES

- 1) The successful bidder will be required to report to FCPS the dollar amounts of all payments submitted to MWVBE subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)
- 2) Replacement of a MWVBE subcontractor or supplier listed in the original submittal must be requested in writing and must be accompanied by documentation of Good Faith

- Efforts to replace the subcontractor / supplier with another M WBE Firm; this is subject to approval by FCPS. (See FCPS MWVBE Substitution Form)
- 3) For assistance in identifying qualified, certified MWVBE businesses to solicit for potential contracting opportunities, bidders may contact:
 - a) The FCPS Purchasing Department and/or the Office of Economic Development at 859-381-4100.
 - 4) FCPS will make every effort to notify interested MWVBE subcontractors and suppliers of each Bid Package, including information on the scope of work, the pre-bid meeting time and location, the bid date, and all other pertinent information regarding the project.

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

- 1) **The bidder shall make a Good Faith Effort to achieve the Participation Goal for MWVBE subcontractors/suppliers. The failure to meet the goal shall not necessarily be cause for disqualification of the bidder; however, bidders not meeting the goal are required to furnish with their bids written documentation of their Good Faith Efforts to do so.**
- 2) Award of Contract shall be conditioned upon satisfaction of the requirements set forth herein.
- 3) The Form of Proposal (Bid Documents) includes the forms set out below. These forms must be completed and submitted with Bid Documents:
 - a. Workforce Analysis Report: FCPS values diversity and inclusion. We strive to work with companies that share our values. Please share the diversity of your workforce in this form.
 - b. Current/Past MWVBE Contract Participation Form: This form will be used to capture your company's percentage of spend with MWVBES on current or past projects.
 - c. MWVBE Solicitation Report: This report verifies that your company contacted MWVBES in a timely manner to submit quotes for this contract.
 - d. MWVBE Participation Form: This report verifies the MWVBE subcontractors and material suppliers to be utilized on this project.
 - e. MWVBE Subcontractor Utilization Form: This form is intended to capture the MWVBE subcontractor's and material supplier's understanding of the work/material to be performed and the price as agreed with the Bidder/Contractor. This form must be completed and signed by the Bidder/Contractor AND the MWVBE subcontractor or material supplier.
 - f. Affidavit of MWVBE Subcontractor Payments Form: If awarded this contract, the prime contractor is obligated to submit a notarized report of all payments made to any MWVBE subcontractors or suppliers working on this project. Reports are due on a monthly basis to be sent to the Manager of Economic Development and Supplier Diversity.

- g. MWVBE Subcontractor Substitution Form: If a MWVBE contractor selected for this project is not able to meet the obligations as assigned, the prime contractor is obligated to replace that MWVBE subcontractor through the Good Faith Efforts steps outlined in this document and to secure another MWVBE contractor with like skills at a comparable contract price. All required forms and documentation for this substitution should be returned to the Manager of Economic Development and Supplier Diversity.
- h. Waiver Form: Contact the Purchasing Department or the Manager of Economic Development and Supplier Diversity to discuss bids you believe have no opportunity for the utilization of any subcontractors.

4) Failure to submit this information as requested may be cause for rejection of bid.

Sole Source

It is agreed that identified sole source expenditures shall also be excluded from the aggregate total of all sums paid in connection with implementation of the contract, and therefore, shall not be subject to the MWVBE goals. All designations as a sole source expenditure must be supported by data that indicates that only one company can perform the services. The following are examples of basis for sole source expenditures:

- a. The supplies or services to be acquired are unique to the contractor.
- b. Time is of the essence and only one known source can meet the FCPS's needs within the required timeframe.
- c. Data is unavailable for competitive procurement.
- d. It is necessary that the item being acquired from the one source be compatible and interchangeable with existing equipment.

Excluded Expenditure

FCPS and its contractors shall use good faith efforts as set forth herein in order to progress towards the achievements of the MWVBE goals, but FCPS shall not be required to pay any amounts in excess of the lowest responsible and responsive price or best evaluated bid to procure any goods or services, or to delay design, development or construction activities in order to progress towards the achievement of the MWVBE goals.

FCPS agrees the bid requirements shall obligate a contractor to agree to execute a contract by which it is contractually obligated to use good faith efforts as set forth herein, and that for a bid or price to be responsible and responsive, it must have been prepared by a contractor that agrees to be so contractually obligated. In the event that the lowest price or best evaluated bid is not responsible and responsive because the contractor does not agree to be contractually obligated to use good faith efforts as set forth herein, then that bid will be considered non-responsive and FCPS shall re-bid that contract or select the next lowest responsive price or best evaluated bid, if permitted by applicable law.

FCPS Manager of Economic Development will be made aware of participation goals of the lowest bidder on all projects. The Manager of Economic Development shall be entitled to review any and all bids and requests for proposals to examine whether they are responsible and responsive with regard to good faith efforts as set forth herein. However, but there shall be no obligation on FCPS

to delay the project pending such review, and any if any contractor that becomes contractually obligated to use good faith efforts as provided herein is ultimately determined to have not used such good faith efforts, the remedies of FCPS shall be set forth in this Agreement with respect to such contractor.

Certification

FCPS strongly prefers to work with certified MWVBES. We accept certifications from third-party certifying agencies like the Tri-State Minority Supplier Development Council (TSMSSDC); Women's Business Enterprise Nation Council (WBENC); National Women's Business Owners Council (NWBOC); Kentucky Minority and Women Business Enterprise Certification (KY MWVBE); and any of various certification from the Small Business Administration (SBA). FCPS will rely on certifying agencies to verify certification of any businesses claiming to be certified.

SCHEDULE 1

GUIDANCE CONCERNING GOOD FAITH EFFORTS (To be submitted with Bid Documents)

Good faith efforts are efforts that, given all relevant circumstances, a bidder or proposer actively and aggressively seeking to meet the goals can reasonably be expected to make. In evaluating good faith efforts made toward achieving the goals, whether the bidder or proposer has performed the following may be considered, along with other relevant factors **(check all that apply)**:

- _____ Advertised opportunities to participate in the contract in general circulation media, trade and professional association publications, small and minority business media, and publications of minority and women business organizations within a reasonable time, prior to the deadline for submission of bids to allow MWVBE firms to participate effectively;
- _____ Provided notice to a reasonable number of minority and women business organization of specific opportunities to participate in the contract within a reasonable time, prior to the deadline for submission of bids to allow MWVBE firms to participate effectively;
- _____ Sent written notices of proposal, by certified mail, e-mail or facsimile, to qualified, certified MWVBEs soliciting their participation in the contract within a reasonable time, prior to the deadline for submission of bids to allow them to participate effectively;
- _____ Attempted to identify portions of the work for qualified, certified MWVBE's participation in order to increase the likelihood of meeting the goals, including breaking down contracts into economically feasible units;
- _____ Requested assistance from community organizations that work with minorities and women in achieving the goal;
- _____ Conferred with qualified, certified MWVBEs and explained the scope and requirements of the work for which their bids or proposals were solicited;
- _____ Attempted to negotiate in good faith with qualified, certified MWVBEs to perform specific subcontracts; not rejecting them as unqualified without sound reason, solely based on price, or without a thorough investigation of their capabilities;
- _____ Followed up initial solicitations of interest by contacting MWVBEs to determine their level of interest;
- _____ Made efforts to refer interested MWVBEs to entities who may be able to assist them in obtaining required bonding, lines of credit, or insurance; and
- _____ Effectively used the services available through minority community organizations, minority contractor groups, local, state and federal minority business assistance offices, and other organizations that provide assistance in the recruitment and placement of MWVBEs.
- _____ A bidder or proposer shall submit documentation of good faith efforts with bid documents or as requested by the Manager of Economic Development or the FCPS Board.

WORKFORCE ANALYSIS FORM

Name of Organization: _____

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators																	
Professionals																	
Superintendents																	
Supervisors																	
Foremen																	
Technicians																	
Protective Service																	
Para-Professionals																	
Office/Clerical																	
Skilled Craft																	
Service/Maintenance																	
Total:																	

Prepared by: _____

(Name and Title)

Date: ____/____/____

Fayette County Public Schools
MWVBE Solicitation Report
(Form to be submitted with Bid Documents)

Project Name: _____

Project Bid #: _____

Bidder / Contractor: _____

Total Bid Price or Estimate: \$ _____

I have contacted the following minority- and women-owned business enterprises and will not be subcontracting any work with them due to the reasons cited below: (Attach additional pages as necessary).

MWVBE Company	MWVBE Point of Contact Address/Phone/Email	Reason Not Utilized

I certify under penalty of perjury that the information contained in this document is correct.

Bidder / Contractor / Title

Date

Fayette County Public Schools
Current/Past MWVBE Contract Participation

(Form to be submitted with Bid Documents)

Project Name: _____

Project Bid/RFP#: _____

Bidder / Contractor: _____

List current/past contracts (3-5 years) and MWVBE participation in each contract.

Owner	Contract Dates	Project Name & Location	Contract Sum	MWVBE Participation (%)

List MWVBE companies that worked on the projects named above.

Company	MBE WBE VBE	Contact Name	Email/Phone	Scope of Work

(If more room needed, attach separate sheet.)

I certify under penalty of perjury that the information contained in this document is correct.

Bidder / Contractor / Title _____
Date

Fayette County Public Schools

MWVBE Participation Form
 (Form to be submitted with Bid Documents)

If awarded this bid/proposal, Bidder / Contractor will subcontract with the following MWVBE subcontractors / suppliers:

Project Name: _____

Project Bid #: _____

Bidder / Contractor: _____

Total Bid/Estimate: \$ _____

Total MBE \$ _____	Total WBE \$ _____	Total VBE \$ _____
Total MBE % _____	Total WBE% _____	Total VBE% _____

Work or Trade to be Subcontracted	MWVBE Business Name	MBE Total \$	WBE Total \$	VBE Total \$

(For each MWVBE Subcontractor/ Supplier, Attach Utilization Form)

I certify under penalty of perjury that the information contained in this document is true and correct. I am aware that in the event of a replacement of a MWVBE subcontractor, I will adhere to the replacement requirements set forth in the FCPS bid documents.

Bidder / Contractor Signature _____
Date

Fayette County Public Schools
Waiver for Participation of Minority-, Women- and Veteran-Owned
Business Enterprises
(Form to be submitted with Bid Document)

Project Name: _____

Project Bid#: _____

Bidder / Contractor: _____

Contact Person: _____

Address: _____

Phone: _____

Email: _____

The above named bidder cannot fulfill its commitment to minority, women and veteran-owned business enterprises participation due to the following reasons:

_____ Items being bid are not applicable for subcontracting.

_____ Other – Provide detailed explanation: _____

To the best of my knowledge and belief, the above information is accurate and true, and reflects our commitment to support the minority- and women-owned business enterprise initiative of Fayette County Public Schools.

Bidder / Contractor Signature

Date

Title

Fayette County Public Schools
Affidavit of MWVBE Subcontractor Payments
(To be Completed and Submitted Monthly by Successful Bidder)

This affidavit verifies that minority- and women-owned businesses (MWVBE) are performing the work on this project and that timely payments are being made by the prime contractor. This information will be reported to the Fayette County Public Schools (FCPS) Board of Educators as well as to other managers across the district.

By signing below, the prime contractor agrees that the payments recorded below are accurate as of the reporting period. Furthermore, by signing, the prime contractor attests that the MWVBE has performed a “commercially useful function” on this project.

Project Name: _____

Reporting Period: _____
(Month) (Year)

CONTRACTOR INFORMATION

Company Name	
Contact Person	
Address	
City, State, ZIP	
Email	
Phone	

MWVBE SUB-CONTRACTOR INFORMATION

Company Name	
Contact Person	
Address	
City, State, ZIP	
Email	
Phone	

PAYMENT INFORMATION

Payment Date	Payment Amount	Check #
	\$	
	\$	

Bidder / Contractor Signature Date Title

Sworn or affirmed and subscribed before me this _____ day of _____, 201__.

Notary Public
 My commission expires: _____

Submit completed form monthly to the FCPS Manager of Economic Development
 Marilyn Clark, 1126 Russell Cave Rd., Lexington KY 40505 or
Marilyn.Clark@fayette.kyschools.us

Fayette County Schools

MWVBE Subcontractor Substitution Form
(Form to be utilized by Awarded Bidder, as necessary)

Date: _____

Bid/RFP/Quote Reference # _____

Prime Total Contract Awarded \$ _____

The substituted MWVBE subcontractor listed below has been contacted and has agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to FCPS Economic Development for approval. By the authorized signature of a representative of our company, we understand that this information will be entered into our file for this project. Signature of the replacement company is required below.

Reason for Substitution	
MWVBE Company being replaced (Include contact name/address/phone and email address)	
New MWVBE Company (Include contact name/address/phone and email address)	
Please attach MBE, WBE or VBE certification for new company	
Work to be Performed	
MWVBE Subcontractor Total Contract \$	
MWVBE % of Total Contract	

I certify under penalty of perjury that the information in this document is correct. By reporting this substitution, my company is adhering to the substitution requirements set forth in the FCPS purchasing documents.

Prime Contractor/Title

MWVBE Subcontractor/Title

Date

Date