



**PURCHASING DEPARTMENT, ROOM 137**  
**1126 RUSSELL CAVE ROAD**  
**LEXINGTON, KY 40505**  
[www.fcps.net/bids](http://www.fcps.net/bids)

<b>Request for Proposals Number and Title</b> RFP 62-23 Band and Orchestra Instruments Catalog – Store Shelf Discount	<b>Department</b> All Schools and Departments
<b>Due Date/Time:</b> November 20, 2023 by 2:00 PM Local Time (EST)	<b>Term of Contract</b> February 1, 2024 – January 31, 2025

FCPS now uses Vendor Registry for all of our Bids and RFPs. Any notifications, including amendments to bids, post bid award notices and future bid advertisements, will be made through Vendor Registry. Please register as a vendor by following the link at [www.fcps.net/bids](http://www.fcps.net/bids) and keep your profile updated to insure you are up to date on all FCPS Bids. You must follow the link above in order to not be charged by Vendor Registry.

\_\_\_\_\_

**Firm Name**

\_\_\_\_\_

**Address**

\_\_\_\_\_

**City/State/Zip**

\_\_\_\_\_

**Telephone/Fax**

\_\_\_\_\_

**Email**

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
**Social Security Number**

or

\_\_\_\_\_/\_\_\_\_\_  
**Employer Identification Number**

**THE GENERAL TERMS AND CONDITIONS, THE RFP DOCUMENT, AND A SUCCESSFUL OFFEROR'S RESPONSE CONSTITUTE THE FINAL CONTRACT/AGREEMENT BETWEEN FCPS AND OFFEROR. NO CONTRACT/AGREEMENT TERMS REQUIRED BY BIDDER WILL BE CONSIDERED BY FCPS THAT ARE NOT SUBMITTED WITHIN THE RESPONSE. A SUCCESSFUL OFFEROR UNDERSTANDS AND ACCEPTS THIS AS ESSENTIAL TO THE AWARD OF THE RFP. A SUCCESSFUL OFFEROR 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 OFFEROR TAKE THE POSITION THAT AN ADDITIONAL DOCUMENT WITH ADDITIONAL TERMS IS REQUIRED FOR A SUCCESSFUL OFFEROR TO COMPLY WITH TERMS OF THE RFP, THE RFP AWARD SHALL BE CONSIDERED VOID AND OFFEROR MAY BE DEBARRED FROM FUTURE WORK WITH FCPS.**

**CERTIFICATE MUST BE EXECUTED BY OFFEROR/ PROPOSING FIRM**

In compliance with this Request for Proposals (RFP), in consideration of the detailed description attached hereto and subject to all conditions thereof, the undersigned agrees, if this bid is accepted, to furnish any or all of the items and services upon which prices are quoted in accordance with the specifications listed herein.

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

**To be signed by offeror:**

Company Name \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_

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**Acceptance (to be signed if awarded contract)**

**Board of Education of Fayette County Kentucky**

\_\_\_\_\_  
Dr. Demetrus Liggins, Superintendent

\_\_\_\_\_  
Date



### General Terms and Conditions

1. Offerors are advised that any contract resulting from this solicitation must comply with all applicable provisions of KRS 45A and other statutes and policies noted in this solicitation.
2. Model Procurement Regulations adopted by the Fayette County Board of Education shall be deemed incorporated by reference in all specifications as though quoted fully herein.
3. The Fayette County Board of Education (Board) implemented 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 that will be using subcontractors are to engage in specifically defined efforts with the Department of Economic Development to include minority-owned and women-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 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 MWVBE certified. Offerors may use other properly certified MWBE 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 prior to time designated in this solicitation. None shall be accepted thereafter.
7. An officer or member of the proposing firm authorized to legally bind the firm must sign the bid/proposal.
8. The Board of Education reserves the right to accept any bid/proposal, to reject any or all bids/proposals, to waive any irregularities or informalities in bids/proposals 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/proposal 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 bid/proposal in response to this solicitation, 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 solicitation. **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. Venue for any legal action filed concerning this contract is Fayette County, Kentucky.



19. 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.
20. **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.**
21. **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.**
22. Any addendums or updates to the solicitation will be posted on the district web site. It is the offeror's responsibility to check the website for any updates.
23. **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](http://www.fcps.net/tax).**
24. All responses to this solicitation become the exclusive property of FCPS. All proposals received in response to this solicitation 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.
25. To meet Kentucky Revised Statutes 45A.430 and 45A.435 purchase orders for construction that are issued that are under \$100,000.00 will not require a bond. Purchase Orders issued that exceed \$100,000.00 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.



26. 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.
27. 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.
28. The bidder certifies that it has read and will comply with the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99)
29. By submitting a bid/proposal, the offeror is indicating that they have read, understand and agree to all terms, conditions and specifications outlined in this proposal.
30. Each proposer by submission of bid/proposal releases Fayette County Public Schools, its Board of Education, employees and agents from any claims arising out of, or in any way related to, the bid/RFP process and the selection of provider.
31. Past Offeror Performance may be considered in the award of this Contract. Offerors with a record of poor performance with the school district in the last 24 months may be found non-responsible and ineligible for award.
32. Modifications, additions or changes to the terms and conditions of this solicitation may be cause for rejection of the proposal. Offerors are requested to submit proposals on FCPS official forms. Proposals submitted on company forms may be rejected.
33. Successful offeror shall provide to the Fayette County Board of Education an invoice for supplies/services rendered under this contract and any agreed upon expenses to be reimbursed. Unless otherwise stated, travel and per diem shall be reimbursed based upon the district's current travel policies.
34. 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.
35. Sole proprietors or partnerships must supply Taxpayer Identification Numbers with proposal. Corporations are excluded from this requirement.
36. If there is a conflict between the terms of this document and any document submitted by the offeror the RFP document takes precedence.
37. Offeror agrees to abide by any reasonable request made by FCPS Administration regarding implementation of this contract.
38. FCPS reserves the right to cancel contract if in the staff's opinion the offeror's work is unsatisfactory, their ability to meet completion schedules is unsatisfactory or billing is found

to be excessive for work performed. Offeror may terminate the contract if FCPS fails to meet the specified payment terms.

39. Either party shall have the right to terminate this agreement at any time upon a fourteen (14) day written notice, either personally delivered or served by some form of return receipt mail evidencing delivery, to the other party.

**40. 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 RFP/response.

**41. Offeror Initiated Requirements**

Requirements that the offeror has or shall need if awarded the contract must be provided as part of the proposal response.

42. **Additionally, offeror shall provide documents necessary to initiate a contractual relationship between the offeror and FCPS.** Conflicts that exist with the content of this RFP, board policy or regulation and offeror initiated requirements may result in the rejection of the proposal.

43. Contract may be renewed for four additional one (1)-year terms, up to a total of five (5) years subject to approval of both The Board and successful offeror. Contract prices and discounts shall remain in effect for the entire contract and any agreed upon contract extensions, however additional discounts and/or special pricing are encouraged and may be accepted when consistent with other terms and conditions of the contract. If contract prices are changed during the renewal, offeror must provide new pricing and include sufficient reasoning for the price increase at least 60 days prior to the expiration of the contract.

44. This contract may be re-negotiated based upon, but not limited to, increases in services to participants. Any modifications shall be agreed to in writing and signed by both parties.

45. The staff providing services to the Board herein are employees of the Second Party and shall not represent to anyone that they are employees or agents of the Board.

46. **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.**

47. 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, sex, genetic information, disability, religion, age, political affiliation, sexual orientation or gender identity in the education programs or activities it operates.

48. 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.

49. Purchases by other Kentucky Government Entities:

Any government entity in Kentucky shall have the option of making purchases from a contract executed under this solicitation 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.

50. 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**

51. “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.
52. “Substantial” means that over 51% of the final processed product consists of agricultural commodities that were grown domestically.
53. 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.
54. 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.
55. 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.
56. 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:
  57. 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
  58. Competitive proposals reveal the cost of a domestic product is significantly higher than a non-domestic product.
59. 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.
60. 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.
61. Distributor must affirm their willingness to assert their best and reasonable efforts to ensure compliance with this federal rule.

## Special Conditions and Specifications

1. All questions must be submitted in writing through Vendor Registry no later than the deadline listed in the anticipated timeline on Page 15.
2. Proposals submission instructions:

### Hard Copy Submission

Proposal 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. Please note the Purchasing office is in a separate building from the district mail room and there could be a delay in getting responses sent by mail. It is not recommended to overnight responses as they may not arrive by the deadline. **It is the company's responsibility** to ensure the proposal arrives at the specified location by the date and time of the bid opening. Proposals should not be addressed to a specific person. **The FCPS Purchasing Office is closed and does not accept mail, commercial carriers or hand delivered bids on weekends and Holidays. Regular hours are 7:00AM to 3:00PM Eastern Time.**

**Hard copy should include a USB flash drive with a digital copy included on the drive.**

### Online Submission

Proposals may also be submitted online at Vendor Registry. It is recommended if submitting proposals through Vendor Registry that time is allowed for the upload of the document. Electronic submissions that are late due to poor internet connection or technical difficulties related to the Vendor Registry portal shall not be considered. It is recommended that digital responses be submitted early enough to avoid these type of issues. **It is the company's responsibility** to ensure the proposal has been received by the date and time of the closing of proposals.

3. Late proposals

Any proposals received after the due date and time 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:



- 3.1. 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 FCPS after receipt at the address specified in the solicitation.
- 3.2. 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.
- 3.3. The official time used for receipt of proposals is the satellite clock located in the conference room 131 where bid openings are regularly held. 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).
- 4. There will not be a public bid opening. Results of the RFP will be posted upon award.**
- 5. Contract is effective with a preferred beginning date of February 1, 2024 or date of Board approval (whichever is later) through January 31, 2025.** Contract may be renewed for four additional one (1)-year terms, up to a total of five (5) years subject to approval of both The Board and successful offeror. Contract prices and discounts shall remain in effect for the entire contract and any agreed upon contract extensions, however additional discounts and/or special pricing are encouraged and may be accepted when consistent with other terms and conditions of the contract. If contract prices are changed during the renewal, offeror must provide new pricing and include sufficient reasoning for the price increase at least 60 days prior to the expiration of the contract.
- 6. Fuel Surcharges and other similar charges are not permitted**
- 7. Multiple awards of this contract shall be considered** if in the best interest of the district. FCPS does not agree to purchase any predetermined quantity of any item. **This is a percentage discount contract and is not for a specific project.** Awarded vendors shall be placed on an approved vendor list. FCPS may use any vendors that are on the list or on a Purchasing Cooperative or State Master Agreement for these items/ services. **FCPS may solicit proposals for larger projects separate from this RFP.**
- 8. Past Offeror Performance may be considered in the award of this Contract. Offerors with a record of poor performance with the school district in the last 24 months may be found non-responsible and ineligible for award.**

9. The RFP shall be awarded **to the responsible and responsive offeror(s) as defined in KRS 45A.345, providing the best value. RFP may be awarded to multiple offerors if in the best interest of the district.** In determining the best value the following criteria shall be considered:

POINTS	CRITERIA
500	Cost Proposal – <ul style="list-style-type: none"> <li>• Sample Pricing</li> <li>• Discount</li> </ul>
500	Technical Proposal - <ul style="list-style-type: none"> <li>• Quality of Proposal</li> <li>• Vendor location</li> <li>• Quality and volume of products offered</li> <li>• References</li> <li>• Variety/type of products offered</li> </ul>

10. Prices quoted must have decimal point located in the correct position to separate dollars from cents. Bid prices where the decimal point is omitted shall be calculated as dollar amounts.
11. RFP may be awarded based on initial offers/proposals and competitive negotiation may not be used. Fayette County Public Schools reserves the right to award a contract(s) based on individual tasks as outlined in the Scope of Work or in its entirety.
12. Erasures or the use of typewriter correction fluid on proposal forms are unacceptable and may result in rejection of the proposal. Prior to submission or openings, errors may be crossed out, corrections entered and initialed by the person signing the proposal.
13. Successful offerors shall provide two (2) copies for Safety Data Sheet (SDS) on material covered by OSHA Standard 1910.1200 upon request as a condition of purchase.
14. It is the policy of the Board 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 Safety Data Sheet (SDS) 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.
15. **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.

**16. Offeror must furnish all necessary insurance such as:**

**Workers' Compensation and Employer's Liability**  
**Public Liability \$1,000,000.00 minimum**  
**Property Damage \$1,000,000.00 minimum.**

A Certificate of Insurance should be included with proposal.

**CHECKLIST OF ITEMS TO INCLUDE WITH PROPOSAL SUBMISSION**

- \_\_\_\_\_ Cover page completed
- \_\_\_\_\_ Name and signature on Page 2
- \_\_\_\_\_ Taxpayer Identification Number (if not a Corporation)
- \_\_\_\_\_ Technical Proposal
- \_\_\_\_\_ References
- \_\_\_\_\_ Cost Proposal
- \_\_\_\_\_ Sample Pricing Attachment A
- \_\_\_\_\_ Resident Bidder Affidavit if declaring Resident Bidder Status
- \_\_\_\_\_ Completed W9 form
- \_\_\_\_\_ Proof of Insurance

**Does your company allow EFT? Yes \_\_\_\_\_ No \_\_\_\_\_**

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

**Thank you for providing this information:**

1.  Yes I am a minority owned business. Certified  Not Certified   
 No If “yes” please identify type:  
African American  Hispanic American   
Asian Pacific Islander  Native American

2.  Yes I am a woman owned business. Certified  Not Certified   
 No

If “yes” and certified please include a copy of certification.

3.  Yes I am a veteran owned business. Certified  Not Certified   
 No

If “yes” and certified please include a copy of certification.

4.  Yes I am current employee of the Fayette County Public Schools or a retiree of any  
 No KY School District?



**ANTICIPATED TIMELINE**

Date	Event
November 6, 2023	Release RFP
November 13, 2023	Deadline for RFP questions by 2:00PM
November 20, 2023	Proposals due by 2:00PM
January 22, 2024	FCPS Board meeting for approval of contract (if applicable)
February 1, 2024	Preferred Contract start date

**Scope of Work/ Specifications**

1. This RFP is for establishing a contract to provide pricing and discounts on music instruments and 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. Individual schools and departments shall order from contract. FCPS does not have centralized purchasing.
3. School bookkeeper or department administrative assistant will be the staff contact for orders and for questions regarding orders.
4. Online ordering will not be allowed unless a district PO number is included with the order.
5. Vendor must have a large inventory of items in catalog or in store that meets the district's needs. Vendors with a small inventory of items or with sole source/specialty items may not be considered.
6. The district prefers that the vendor have a dedicated sales representative for the district. Local businesses will be given a preference per the evaluation criteria.
7. Deliveries shall be made to the FCPS warehouse between the hours of 7:00 a.m. – 12:00 p.m. and 12:30 p.m. - 3:00 p.m. local time, except Saturdays, Sundays and Holidays when the FCPS warehouse is closed.
8. 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.
9. **Contract shall not be awarded by line item. Line item pricing shall be used in evaluating part of the cost proposal per evaluation criteria.**
10. Awarded vendors shall be placed on an approved vendor list. FCPS may use any vendors that are on the list or on a Purchasing Cooperative or State Master Agreement for these items/ services.

**COST PROPOSAL – 500 POINTS**

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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. If a range of discounts is provided the lowest discount will be used in evaluations.

**Discount:** \_\_\_\_\_ %

**Instrument Repair:** \_\_\_\_\_ %

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**Sample Price List:** See Attachment A– this list is made up of some of the most popular band and orchestra instruments and is an example of the type of instruments the district is looking for this RFP. **Please make sure to complete both tabs in the spreadsheet. One tab is for Band and one tab is for Orchestra.** Contract shall not be awarded by line item and pricing shall be used in cost proposal evaluation. Include pricing only for items available from your company. Price lists that are left completely blank will be scored lower.

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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.



**TECHNICAL PROPOSAL – 500 POINTS**

**1. Availability:**

Number of items available to be ordered from catalog or available in store? \_\_\_\_\_

Printed Catalog available at school/department request? Yes \_\_\_\_\_ No \_\_\_\_\_

On-line Catalog Available: Yes \_\_\_\_\_ No \_\_\_\_\_

Contract pricing available on website? Yes \_\_\_\_\_ No \_\_\_\_\_

Catalog Website Address \_\_\_\_\_

**2. Locations/Delivery**

Number of local physical locations in Lexington, KY that could be utilized in this contract.

\_\_\_\_\_ Please list on a separate page the addresses of local physical locations in Lexington, KY.

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 \_\_\_\_\_

Most items delivered longer than 14 days after receiving Purchase Order Yes \_\_\_\_\_ No \_\_\_\_\_

**Sales Representative Contact Information**

FCPS prefers to work with a specific sales representative for ordering, deliveries, problem solving or any other customer service situations that may arise during the contract. Please include contact information for the sales representative that will handle the FCPS contract if awarded RFP.

Name \_\_\_\_\_ Phone # \_\_\_\_\_

Email Address \_\_\_\_\_

Does the Sales Representative reside within 60 miles of Lexington, KY? Yes \_\_\_\_\_ No \_\_\_\_\_

If there will not be a sales representative assigned to the FCPS account please include contact information for customer service department.

Phone # \_\_\_\_\_ Email Address \_\_\_\_\_

**Cooperatives**

Is your company part of any purchasing cooperatives Yes \_\_\_\_\_ No \_\_\_\_\_

Is your company part of any awarded State Master Agreement Yes \_\_\_\_\_ No \_\_\_\_\_

If "yes" please include the name of the cooperative and the bid/contract number

**Added value** –Please include any additional information such as other items/ services available to the district. Anything that proposes to enhance and add value to the contract.

**REFERENCES**

Proposal shall include at least 3 references of work. References must be for educational institutions or similar public agencies. References should include the name of the institution, a contact name, phone number, email and a description of the services/items provided. FCPS reserves the right to contact references not provided in submitted proposal.

**Reference 1**

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Contact Name \_\_\_\_\_

Contact Phone \_\_\_\_\_

Type of work performed

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Reference 2**

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Contact Name \_\_\_\_\_

Contact Phone \_\_\_\_\_

Type of work performed

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**Reference 3**

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Contact Name \_\_\_\_\_

Contact Phone \_\_\_\_\_

Type of work performed

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

RFP / BID #: \_\_\_\_\_

This affidavit shall be completed if your company is a Kentucky based company.

**REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS CLAIMING  
RESIDENT BIDDER STATUS**

**FOR BIDS AND CONTRACTS IN GENERAL:**

The bidder or offeror hereby swears and affirms under penalty of perjury that, in accordance with KRS 45A.494(2), the entity bidding is an individual, partnership, association, corporation, or other business entity that, on the date the contract is first advertised or announced as available for bidding:

1. Is authorized to transact business in the Commonwealth;
2. Has for one year prior to and through the date of advertisement
  - a. Filed Kentucky corporate income taxes;
  - b. Made payments to the Kentucky unemployment insurance fund established in KRS 341.49; and
  - c. Maintained a Kentucky workers' compensation policy in effect.

FCPS reserves the right to request documentation supporting a bidder's claim of resident bidder status. Failure to provide such documentation upon request shall result in disqualification of the bidder or contract termination.

Signature	Printed Name
Title	Date
Company Name _____	
Address _____	
_____	
_____	

Subscribed and sworn to before me by \_\_\_\_\_, \_\_\_\_\_  
 (Name) (Title)  
 of \_\_\_\_\_, this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.  
 (Company Name)

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

(Affix Notary Seal)



**Bid 62-23 Music Instruments Attachment A (Band)****Attachment A Sample Price List:**

Please provide after discount pricing for the listed items if they are available from your company. These instruments are a sample of the types of items ordered by our schools. Bid shall not be awarded per line item.

Item #	Description	Brand	Model #	% off Catalog/List Price	FCPS Price
1	Piccolo	Yamaha	YPC-62		
2	Flute (Student)	Gemeinhardt	2SP		
3	Flute (Intermediate)	Yamaha	YFL-462H		
4	Oboe (Student)	Yamaha	YOB-241		
5	Oboe (Intermediate)	Fox Renard	333		
6	Oboe (Intermediate)	Yamaha	YOB-441		
7	Oboe (Pro)	Loree	AK Bore		
8	Bassoon (Intermediate)	Fox Renard	Model 220		
9	Bassoon (Student - short reach)	Fox Renard	Model 41		
10	Bassoon (Pro)	Fox Renard	Model II		
11	Clarinet (Student)	Yamaha	YCL-255		
12	Clarinet (Intermediate)	Yamaha	YCL-450		
13	Clarinet	Buffet	E11		
14	Clarinet	Buffet	E12		
15	Clarinet	Buffet	E13		
16	Bass Clarinet (Intermediate)	Selmer	1430LP		
17	Bass Clarinet (Pro)	Yamaha	YCL-221		
18	Alto Saxophone (Student)	Yamaha	YAS-26		
19	Alto Saxophone (Intermediate)	Yamaha	YAS-480		
20	Tenor Saxophone (Student)	Yamaha	YTS-26		
21	Tenor Saxophone (Intermediate)	Yamaha	YTS-480		
22	Tenor Saxophone (Pro)	Yamaha	YTS-62III		
23	Tenor Saxophone (Pro)	Selmer (Paris)	Series III		
24	Baritone Saxophone (Intermediate)	Yamaha	YBS-480		
25	Baritone Saxophone (Pro)	Yamaha	YBS-62		
26	Baritone Saxophone (Pro)	Selmer (Paris)	Series III		
27	French Horn - Double (Intermediate)	Yamaha	YHR-567		
28	French Horn - Double (Pro)	Holton	H179		
29	Trumpet (student)	Yamaha	TR-2330		
30	Trumpet (Intermediate)	Getzen	590S		
31	Trumpet (Professional)	Bach	180S37		
32	Trombone (Student)	Yamaha	YSL-354		
33	Trombone w/F trigger (Intermediate)	Yamaha	YSL-446G		
34	Trombone w/F trigger (Pro)	Yamaha	YSL-620		
35	Euphonium (Student)	Yamaha	YEP 201		
36	Euphonium (Intermediate)	Yamaha	YEP 321S		
37	Tuba (3/4)	Yamaha	YBB-105WC		
38	Tuba (Full Size)	Yamaha	YBB-321WC		
39	Tuba (Pro)	Yamaha	YBB-621		
40	Xylophone (Synthetic)	Adams	XS1KA35		
41	Xylophone (Rosewood)	Adams	XC1HA40		
42	Xylophone (Synthetic)	Yamaha	YX-500F		
43	Xylophone (Rosewood)	Yamaha	YX-500R		
44	Orchestra Bells (middle)	Adams	Concert Desktop		
45	Orchestra Bells (high)	Adams	Concert Series Parsifal Bells		
46	Orchestra Bells (middle)	Yamaha	YG-1210		
47	Orchestra Bells (high)	Yamaha	YG-2500		
48	Vibraphone	Adams	Concert Series		
49	Vibraphone	Yamaha	YV-2700		
50	Marimba (Rosewood)	Adams	MCHA43		

51	Marimba (Padouk)	Adams	MCPA43		
52	Marimba (Synthetic)	Adams	MCKA43		
53	Marimba (Rosewood)	Yamaha	YM-4600A		
54	Marimba (Padouk)	Yamaha	YM-1430		
55	Marimba (Acoustalon)	Yamaha	YM-2400		
56	Chimes (middle)	Adams	Standard GEN2		
57	Chimes (high)	Adams	Symphonic GEN II		
58	Chimes (middle)	Yamaha	YCH-6018		
59	Chimes (high)	Yamaha	YCH-7018		
60	Chimes (middle)	Musser	M635C		
61	Chimes (high)	Musser	M661C		
62	Timpani (aluminum)	Yamaha	TP-4300R (23)		
63	Timpani (aluminum)	Yamaha	TP-4300R (26)		
64	Timpani (aluminum)	Yamaha	TP-4300R (29)		
65	Timpani (aluminum)	Yamaha	TP-4300R (32)		
66	Timpani (copper)	Yamaha	TP-6300R (23)		
67	Timpani (copper)	Yamaha	TP-6300R (26)		
68	Timpani (copper)	Yamaha	TP-6300R (29)		
69	Timpani (copper)	Yamaha	TP-6300R (32)		
70	Timpani (fiberglass)	Ludwig	LTS423AG		
71	Timpani (fiberglass)	Ludwig	LTS426AG		
72	Timpani (fiberglass)	Ludwig	LTS429AG		
73	Timpani (fiberglass)	Ludwig	LTS432AG		



**Bid 62-23 Music Instruments Attachment A(Orchestra)****Attachment A Sample Price List:**

Please provide after discount pricing for the listed items if they are available from your company. These instruments are a sample of the types of items ordered by our schools. Bid shall not be awarded per line item.

Item #	Description	Brand	Model #	% off Catalog/List Price	FCPS Price
1	Violin-Beginner	OTV	150		
2	Violin-Beginner	Eastman	80		
3	Violin-Beginner	Maple Leaf String	120		
4	Violin-Intermediate	OTV	300		
5	Violin-Intermediate	Eastman	100		
6	Violin-Intermediate	Maple Leaf String	140		
7	Violin-Advanced	OTV	400		
8	Violin-Advanced	Maple Leaf String	Vieuxtemps		
9	Violin-Advanced	Eastman	200		
10	Viola-Beginner	OTV	150		
11	Viola-Beginner	Eastman	80		
12	Viola-Beginner	Maple Leaf String	120		
13	Viola-Intermediate	OTV	300		
14	Viola-Intermediate	Eastman	100		
15	Viola-Intermediate	Maple Leaf String	140		
16	Viola-Advanced	OTV	400		
17	Viola-Advanced	Maple Leaf String	Vieuxtemps		
18	Viola-Advanced	Eastman	200		
19	Cello-Beginner	OTV	100		
20	Cello-Beginner	Eastman	80		
21	Cello-Beginner	Maple Leaf String	120		
22	Cello-Intermediate	OTV	250		
23	Cello-Intermediate	Eastman	95		
24	Cello-Intermediate	Maple Leaf String	140		
25	Cello-Intermediate	Eastman	100		
26	Cello-Advanced	OTV	400		
27	Cello-Advanced	Maple Leaf String	Chaconne		
28	Cello-Advanced	Eastman	200		
29	Bass-Beginner	OTV	100		
30	Bass-Beginner	Eastman	80		
31	Bass-Beginner	Maple Leaf String	110		
32	Bass-Intermediate	OTV	150		
33	Bass-Intermediate	Eastman	95		
34	Bass-Intermediate	Maple Leaf String	130		
35	Bass-Advanced	OTV	200		
36	Bass-Advanced	Maple Leaf String	140		
37	Bass-Advanced	Eastman	105		