



FAYETTE COUNTY PUBLIC SCHOOLS

**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 03-23 Graphic Design, Communication, Marketing, and Special Event support	<b>Department</b> Office of Public Engagement
<b>Due Date/Time:</b> December 8, 2022 by 2:00 PM Local Time (EST)	<b>Term of Contract</b> January 1 – June 30, 2023

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**

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ or

**Social Security Number**

\_\_\_\_\_/\_\_\_\_\_

**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 BIDDER UNDERSTANDS AND ACCEPTS THIS AS ESSENTIAL TO THE AWARD OF THE BID. 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 BID 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 BID, THE BID AWARD SHALL BE CONSIDERED VOID AND BIDDER MAY BE DEBARRED FROM FUTURE WORK WITH FCPS.**

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

In compliance with this Invitation for Bid, 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 bidder:**

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

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

Signature \_\_\_\_\_

## 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, 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. 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 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 13.
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. 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 bid arrives at the specified location by the date and time of the bid opening. Bids 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 3:30PM Eastern Time.**

Proposals may also be submitted online at Vendor Registry. It is recommended if submitting proposals through Vendor Registry or by email 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 January 1, 2023 or date of Board approval (whichever is later) through June 30, 2023.** 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. **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.**
8. 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
20	Experience/Qualifications/Capabilities
20	Description of Proposed Services
15	Implementation Strategy
15	Availability to Complete Work/Turnaround Time
10	Work Samples
10	Cost
10	References

9. 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.
10. 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.
11. 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.
12. 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.
13. 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.

14. **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.

15. **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
- \_\_\_\_\_ Resident Bidder Affidavit if declaring Resident Bidder Status
- \_\_\_\_\_ Supplier Diversity Program Contract Forms (If applicable)
- \_\_\_\_\_ Documentation of Good Faith Efforts (If applicable)
- \_\_\_\_\_ 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

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 21, 2022	Release RFP
November 28, 2022	Deadline for RFP questions
December 1, 2022	Deadline for FCPS to respond to questions and post responses
December 8, 2022	Proposals due
December 9, 2022	Evaluation of proposals
December 15, 2022	FCPS Board meeting for approval of contract (if applicable)
January 1, 2022	Preferred Contract start date

## SCOPE OF WORK

Fayette County Public Schools is soliciting proposals for Graphic Design, Communication, Marketing, and Special Event support to supplement and augment the work of the Office of Public Engagement as needed. The district does not have an in-house graphic designer, and the volume of work to support schools and departments is extensive.

In this RFP, we are seeking two things:

1. Multiple vendors that offer graphic design, marketing, and communication support with which we could partner on a variety of projects.
2. Proposals from vendors specifically interested in supporting an intensive community campaign on early childhood education, targeting families of children aged birth to 5 years.
  - The approved vendor will develop conceptual and final messaging and visual assets that will be used across both earned and paid media channels, and create a tactical plan for placement, frequency, and distribution.
  - The approved vendor will provide the following services:
    - Project Plan
    - Project Management - vendor will develop calendar of events with promotion dates and deadlines, host weekly meetings to present creative assets, discuss tactical plans and campaign calendar, deliverables, and approvals
    - Tactical Plan for Organic and Paid Placements
    - Develop media buy plan and schedule
    - Conceptual and Final Campaign Asset Development
    - Develop core messages - advertising copy, social media posts, web copy, email newsletter copy/layout, robocall/robotext scripts, and talking points
    - Coordinate production to convey core messaging - use of motion graphics, static/carousel images and graphic illustrations, video, music, and voice over
    - Create traditional and digital assets including print, full page/half page (for magazines, publications, newsletters, flyers), mailings, billboards, radio scripts and produced ads for OTT/OTA - :15, :30, Television: scripts and produced ads for pre-roll (web), OTT, OTA - :15, :30, Digital: e-blast newsletter, standard web banners, and social media assets, organic and paid posts on social media (TW, FB, IG) rotating key core messages.

Serving more than 41,000 students in the heart of the Bluegrass, Fayette County Public Schools is the second largest school district in Kentucky, and widely known for our innovative educational offerings, high-achieving students, exemplary staff, engaged families, and involved community partners. The district is the second largest employer in Fayette County, with more than 8,000 full- and part-time staff members, and an annual operating budget of \$659.5 million.

Communication and Engagement is one of five priorities identified in the district's New Way Forward Strategic Plan, and as such, the district is seeking a firm to assist with and help elevate efforts to reach students, employees, families, and the community at large, utilizing an array of mediums in doing so.

Public education is a social justice issue and we need support and involvement from all facets of our community to serve students at high levels. We understand that people are busy and recognize that education is a jargon-laden business, so we are especially interested in a partner with a flair for presenting complicated information in a visually compelling, easy-to-understand manner. The firms we seek will be able to create purposeful and clean designs, memorable and engaging messaging, and serve as thought-partners on strategic campaigns that communicate a wide range of information – all without being overwhelming or boring.

The size and scope of this work allows for multiple firms and individuals to partner with the public engagement team. Some projects will be short-term, while others may span the entire school year, so successful respondents should have the availability to scale up support as needed. While every effort will be made to work in advance, there are times that our team is called upon to complete projects with a tight turnaround, so an ability to be flexible and work quickly is critical.

## **GENERAL REQUIREMENTS**

The successful bidder will demonstrate capacity for:

- Providing graphic design services to create and develop promotional assets including brochures, flyers, booklets, social media posts, PowerPoint presentations, and other materials, as needed.
- Being on-call to support time sensitive requests on short notice.
- Developing and deploying strategic communication and marketing plans to support the mission and messaging of Fayette County Public Schools, including district or school branding and events, enrollment promotion, recruitment campaigns, educational services and resources, family and community engagement, legislation and advocacy, key initiatives as requested by the superintendent and school board.
- Writing, editing, and creating layouts for printed and digital publications, graphics for use on social media or website, infographics and fact sheets, scripts, websites, advertising, mailings, email campaigns, and multimedia presentations.
- Assisting in the planning and execution of district programs and media events.
- Planning and implementing activities, projects and programs designed to improve school and community relations.
- Developing and scheduling media buy plans.
- Coordinating campaigns from start to finish.
- Managing external contractors and outside services as needed to complete projects.
- Assisting in creating a district-wide communication calendar of events and important dates to help ensure appropriate communications support is provided for each event.
- Providing consultation on public relations messages and policy, and recommendations regarding media interviews, writing op-ed articles, and presenting to community organizations.
- Performing other communications and event-related services as needed.

All items and services required of this contract shall be under direction of **Betsy Rains, Lisa Deffendall, and/or Katie Williams.**

**TECHNICAL PROPOSAL SHALL INCLUDE:**

- A letter of interest explaining why you want to work with the Fayette County Public Schools.
- A detailed plan for meeting the needs outlined in the scope of work, including services offered, availability, and time requirements.
- Information about your firm, including experience, qualifications, capabilities, and bios or resumes of the professionals we'll be working with.
- A description of your ability to meet tight deadlines. Sometimes our projects need to be turned around quickly and we need a consultant who can be flexible and responsive.
- A variety of work samples either available on a link or on a thumb drive.

**COST PROPOSAL**

- Cost proposal of all fees associated with the scope of work. Please include an overall total price and a break down by unit pricing including quantities or hourly costs.
- Include a monthly retainer cost to support, coordinate and plan the development of assets and consultation as described in the Scope of Services section; list the estimate number of hours per month (if necessary, list the hourly rates for assigned personnel)

Total Price \$ \_\_\_\_\_

Pricing 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 non-residency 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.



## **FORMAT OF PROPOSAL**

The proposal shall consist of six parts: RFP documents; References; Technical Proposal; Cost Proposal; Added Value; and FCPS Supplier Diversity Program Contract Forms.

Proposal shall be submitted as a single PDF file.

**Part I** is the RFP documents that are required to be signed and included with the proposal such as Page 1 and 2 of the RFP as well as the checklist on page 14. Any addenda that may be sent out should be included in this part. This will exclude the Supplier Diversity Program documents.

**Part II** is for references. Please include three (3) references of similar sized agencies or school districts that a similar solution has been provided for.

**Part III** is the Technical Proposal. Technical proposal shall include all information related to the scope of work and specifications.

**Part IV** is the Cost Proposal, all costs associated with the scope of work and shall be included in this section. Please include an overall total price and a break down by unit pricing including quantities.

**Part V** is the Added Value. Please submit any information that would be considered added value to your response that is not already discussed in the solicitation

**Part VI** is the FCPS Supplier Diversity Program Contract Forms Packet used for subcontracting if sub-contractors shall be used. If there will be no subcontracting please complete the waiver of non-participation and include it in this section.

**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 provided.

**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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**PLEDGE OF NON-DISCRIMINATION**

\_\_\_\_\_, is responding to RFP/BID # \_\_\_\_\_ 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, sex, genetic information, disability, religion, age, political affiliation, sexual orientation or gender identity 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/WBE/VBEs 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

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)



FAYETTE COUNTY PUBLIC SCHOOLS

# **SUPPLIER DIVERSITY PROGRAM**

## **CONTRACT FORMS**

**Sarah A. Gaines, Manager**  
Economic Development  
Fayette County Public Schools  
1126 Russell Cave Road  
Lexington, Kentucky 40505  
859-381-3817  
[sarah.gaines@fayette.kyschools.us](mailto:sarah.gaines@fayette.kyschools.us)

**NOTICE OF EXPECTATION  
TO SUPPORT EQUAL OPPORTUNITIES FOR  
MINORITY, WOMEN, AND VETERAN-OWNED BUSINESS ENTERPRISES (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.

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 on the greater economic development of the entire community. FCPS values diversity, inclusion, and equity and encourages the participation of minority, women, and veteran-owned business enterprises (MWVBE) as its vendors and construction contractors. Our goal is to spend 12% of the value of the total contract with MBEs, WBEs, and VBEs, and all potential contractors/vendors are to engage in good faith efforts to include MWVBE as subcontractors and suppliers.

All construction bids and RFPs will be reviewed in detail by the Departments of Economic Development (ED), Purchasing (PD), and Facility Design & Construction (FDC) prior to awards being submitted to the Board for approval. FCPS reserves the right to work with the most responsible and responsive bidder. That means the District may need to move to the next lowest bidder if the proposed winning bidder is unwilling and unable to demonstrate documented good faith efforts to comply with this goal. However, nothing about the terms of this notice, nor any related policy or procedure, shall be construed to mean the District will not comply with applicable provisions of procurement law, including but not necessarily limited to applicable provisions of KRS Chapter 45A, nor shall it be construed to mean the District will award contracts to bidders, contractors, and subcontractors who are not qualified to perform a given contract or project.

For assistance in locating possible minority, women, and veteran (MWVBE) subcontractors, please follow this link to the FCPS Economic Development MWVBE website: [fcps.net/mwvb](http://fcps.net/mwvb) or contact [Sarah Gaines, Manager of Economic Development](#).

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 Providers
3. Vendors/Suppliers of Tangible Goods and Commodities

## **Fayette County Public Schools** **MWVBE Participation Goals**

### **A. DEFINITIONS**

- 1) Minority-Owned Business Enterprise (MBE): a business which is certified as being at least 51% owned, operated, and managed by persons who are Black or African-American, Hispanic-American, Asian-American, or Native American.
- 2) Women-Owned Business Enterprise (WBE): a business which is certified as being at least 51% owned, operated, and managed by a woman or group of women.
- 3) Veteran-Owned Business Enterprise (VBE): a business which is certified as being at least 51% owned, operated, and managed by a U.S. military veteran.
- 4) Good Faith Efforts: efforts that, given all relevant circumstances, a bidder or proposer actively 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 (See D. below) will be considered, along with any other relevant factors (See Good Faith Effort Summary Sheet).
- 5) Certification: Certification provides a clear way to demonstrate a business entity meets the definition of an MBE, WBE, or VBE as stated above. The District accepts certifications from third-party certifying agencies like the Tri-State Minority Supplier Development Council (TSMSSDC), National Minority Supplier Development Council (NMSDC), Women's Business Enterprise National Council (WBENC), National Women Business Owners Corporation (NWBOC), Kentucky Finance and Administration Cabinet (KY MWVBE/KY SDVOSB), National Veteran Owned Business Association (NaVOBA), and any of the various certifications from the Small Business Administration (SBA). FCPS will rely on certifying agencies to verify certification of any businesses claiming to be certified. Additionally, District staff may classify businesses that are not certified by the above entities if a business demonstrates that it meets the certifying entities' definition of a MWVBE.

### **B. GENERAL**

- 1) FCPS expects all potential contractors to make a good faith effort to include MBE, WBE, and VBE as subcontractors or suppliers in their bids.
- 2) Toward that end, FCPS has established 12% of the value of the total contract as a goal for participation of MWVBE on this contract.
- 3) **It is therefore an expectation that each Bidder include in its bid, the same goal for MWVBE participation and other requirements as outlined in this section. Furthermore, the expectation is that the 12% will include equal participation from MBEs and WBEs.**

### **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 Section D.3.e below.)
- 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 MWVBE; 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, follow this link [to](#) the FCPS Economic Development MWVBE



website: [fcps.net/mwvb](https://fcps.net/mwvb) or contact the Department of Economic Development at (859) 381-3817.

- 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 due date, and all other pertinent information regarding the project.

**D. OBLIGATIONS 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 detailed 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 as described:
  - a. Good Faith Effort Summary Sheet: This form will be used to substantiate your efforts in identifying and including MWVBE. ***To be submitted with Bid Documents.***
  - b. MWVBE Good Faith Effort Supplemental Sheet: This form will be used to capture information regarding solicitation of MWVBE for this contract. ***To be submitted with Bid Documents.***
  - c. MWVBE Participation Form: This form verifies the MWVBE subcontractors and material suppliers to be used on this project. ***To be submitted within 24 hours of Bid opening.***
  - d. MWVBE 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. ***To be submitted within 24 hours of Bid opening.***
  - e. Electronic MWVBE Subcontractor Payments: If awarded this contract, the prime contractor is obligated to submit a monthly report of all payments made to any MWVBE subcontractors or suppliers working on this project. MWVBE subcontractors are obligated to acknowledge receipt of payments made to them by prime contractors. These electronic reports will be made and acknowledged on a monthly basis in the FCPS Diversity Compliance portal at <https://fcps.diversitycompliance.com>

The Manager of Economic Development will contact the prime contractor and MWVBE subcontractors to schedule mandatory online training. ***To be processed monthly by the awarded bidder.***

- f. 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 Effort steps outlined in this document and to secure another MWVBE 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. ***To be submitted by the awarded bidder if MWVBE substitutions are made.***

- g. Waiver Form: Contact the Purchasing Department or the Department of Economic Development to discuss bids you believe have no opportunity for the utilization of any subcontractors. ***By prior FCPS approval only.***

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

Contractors shall use good faith efforts as set forth herein to achieve the MWVBE goals. However, 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 achieve 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 may re-bid that contract or select the next lowest responsive price or best evaluated bid, if permitted by applicable law.

**GOOD FAITH EFFORT SCORING SYSTEM**

Bidders who utilize subcontractors shall make good faith efforts to meet the District's MWVBE goals for each project on which they bid. Bidders who do not meet the goals shall submit documentation of their good faith efforts in soliciting pricing. Award of contract shall be conditional upon the bidder's satisfaction of these good faith effort requirements.

Bidders who do not utilize subcontractors in the performance of their work are not required to be awarded points on the Good Faith Effort Summary Sheet but must complete the waiver form.

Bidders who self-perform work with their own forces in excess of 80% of the awarded contract value and not meeting the goals of MWVBE participation shall, at a minimum, have a total score 70 points on the MWVBE Summary Sheet to be considered meeting these requirements.

Bidders who self-perform 80% or less of the awarded contract value and not meeting the goals of MWVBE participation shall, at a minimum, have a total score of 80 points on the MWVBE Summary Sheet to be considered meeting these requirements.

Points are awarded based on seven (7) bidder actions as described on the Summary Sheet. **These points are awarded on a pass-fail basis and not on a subjective range.** To receive the point value for a given action, appropriate and complete backup must be submitted and labeled. Bind (staple, paperclip, etc.) together the backup for each Action met and label the top page with the number of the Action. Actions 1, 2, and 3 can be addressed by completing the Good Faith Effort Supplemental Sheet in full and providing the appropriate backup. For Actions 4, 5, 6, and 7, appropriate backup must be attached to show evidence that the action was completed.

**GOOD FAITH EFFORT SUMMARY SHEET**

**THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED WITH THE BID OR PROPOSAL, IF YOU HAVE NOT MET THE GOALS.**

<b>Project Name:</b>		<b>Project Bid #:</b>		
<b>Contractor Signature:</b>		<b>Date Submitted:</b>		
<b>Contact Person:</b>				
<b>Address:</b>		<b>Phone #:</b>		
<b>Email:</b>				
<b>Points</b>	<b>Bidder Action(s)</b>	<b>Points Awarded</b>		
	<b>Good faith efforts are efforts that, given all relevant circumstances, a bidder or proposer actively seeking to meet the goals can reasonably be expected to make.</b>	<b>Econ. Dev.</b>	<b>Purch.</b>	
<b>50 Points</b>	<b>Action 1. Solicitations, Written Notices, etc.:</b> Solicited through reasonable and available means including, but not limited to the following examples: 1) attendance at pre-bid meeting, 2) requested assistance from the Manager of Economic Development at sarah.gaines@fayette.kyschools.us and/or the FCPS Economic Development website, 3) sent written notices of proposal by certified mail or e-mail to qualified, certified MWVBE soliciting their participation in the contract. To be considered reasonable, the bidder should solicit this interest <b>at least 14 days before the FCPS bid due date</b> to allow MWVBE sufficient time to respond to the solicitation. (Complete attached sheet.)			
<b>10 points</b>	<b>Action 2. Follow-up:</b> Followed up initial solicitations of interest by contacting MWVBE to determine their level of interest, conferred with qualified, certified MWVBE and explained the scope and requirements of the work for which their bids or proposals were solicited, and 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. (Complete attached sheet.)			
<b>10 points</b>	<b>Action 3. Evidence of Justification for Bid Rejection:</b> If participation of specific MWVBE was considered, the bidder did not reject MWVBE as being unqualified without sound reasons based on a thorough investigation of their capabilities. An MWVBE subcontractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations [i.e. union vs. non-union employee status] are not legitimate causes for the rejection of or no solicitation of MWVBE subcontractor proposals when considering the contractor's efforts to meet the project goal. Pricing is an acceptable justification to reject a bid. (Complete attached sheet.)			
<b>10 points</b>	<b>Action 4. Advertisement:</b> Advertised opportunities to participate in the contract in general circulation media, trade and professional association publications, small and minority business media, and/or publications of minority, women, and veteran business organizations at least 10 days prior to the deadline for submission of bids. (Attach copies or examples of advertisements.)			
<b>10 points</b>	<b>Action 5. Community and Other Organizational Services Support:</b> Effectively used the services available to minority, women, and veteran community organizations, minority, women, and veteran contractor groups, local, state and federal minority, women, and veteran business assistance offices, and other organizations that work with minority, women and veterans and/or provide assistance in the recruitment and placement of MWVBE (i.e. KYPTAC, Commerce Lexington, etc.). (Attach proof of use or contact.)			
<b>5 points</b>	<b>Action 6. Ongoing Mentor/Protégé Relationships:</b> The bidder is actively participating in an ongoing mentor/protégé relationship with an MWVBE in the assistance of their business growth and development (Attach proof of program.)			
<b>5 points</b>	<b>Action 7. Attendance at a FCPS sponsored MWVBE Event:</b> The bidder attended a "Doing Business with FCPS" session, a "Meet the Primes" event, or another FCPS MWVBE session within 6 months of the time of the bid. (Attach evidence of attendance.)			
<b>Total Points</b>				
<b>Based on the total points and the supporting documentation, I determine that adequate Good Faith Effort was demonstrated by the bidder. (Initial and Date – For FCPS Use Only)</b>				

**Fayette County Public Schools  
MWVBE GOOD FAITH EFFORT  
SUPPLEMENTAL SHEET**

**(Form to be submitted with Bid Document)**

**This sheet or similar contractor provided form must be completed to receive the Bidder Action Points 1, 2 and 3.**

**For each MWVBE contacted, list the name, type of work, phone number, contact person, and additional information related to the Bidder's Actions. Please copy additional sheets if necessary.**

<b>Company Name (Type of Work)</b>	<b>MBE WBE VBE</b>	<b>Phone Number</b>	<b>Contact Person</b>	<b>How was business contacted? Attach phone/email records.</b>
<b>Date of First Solicitation: (Action #1)</b>	<b>Date of Follow-Up: (Action #2)</b>	<b>Was company selected? (Action #3) Yes: Please list \$ amount of contract. No: Please list reason.</b>		

<b>Company Name (Type of Work)</b>	<b>MBE WBE VBE</b>	<b>Phone Number</b>	<b>Contact Person</b>	<b>How was business contacted? Attach phone/email records.</b>
<b>Date of First Solicitation: (Action #1)</b>	<b>Date of Follow-Up: (Action #2)</b>	<b>Was company selected? (Action #3) Yes: Please list \$ amount of contract. No: Please list reason.</b>		

<b>Company Name (Type of Work)</b>	<b>MBE WBE VBE</b>	<b>Phone Number</b>	<b>Contact Person</b>	<b>How was business contacted? Attach phone/email records.</b>
<b>Date of First Solicitation: (Action #1)</b>	<b>Date of Follow-Up: (Action #2)</b>	<b>Was company selected? (Action #3) Yes: Please list \$ amount of contract. No: Please list reason.</b>		

**Fayette County Public Schools  
MWVBE Participation Form**

(Form to be submitted within 24 Hours of Bid Opening)

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

Project Name: \_\_\_\_\_

Project Bid/RFP#: \_\_\_\_\_

Bidder/Contractor: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Total Bid/Estimate: \$ \_\_\_\_\_

<b>Total MBE \$</b> _____	<b>Total WBE \$</b> _____	<b>Total VBE \$</b> _____
<b>Total MBE %</b> _____	<b>Total WBE%</b> _____	<b>Total VBE%</b> _____

Service/Supply to be Subcontracted	MWVBE Company	Phone Number	Contact Person	MBE/WBE/VBE Total \$

**(For each MWVBE Subcontractor/Material Supplier, attach Utilization Form)**

I certify that the information contained in this document is true, accurate, and complete. 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

\_\_\_\_\_  
Title

**Fayette County Public Schools**  
**MWVBE Subcontractor/Material Supplier Utilization Form**  
**(Form to be submitted within 24 Hours of Bid Opening)**

**Project Name:** \_\_\_\_\_

**Project Bid/RFP#:** \_\_\_\_\_

**Bidder/Contractor:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_

This form is intended to capture the MWVBE subcontractor's and material supplier's understanding of the work 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 and material suppliers and submitted as part of the bid or proposal package.

MWVBE Company: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

MWVBE Subcontractor/Material Supplier Price Agreed: \$ \_\_\_\_\_

Description of Work: \_\_\_\_\_

\_\_\_\_\_

Additional Notes: \_\_\_\_\_

\_\_\_\_\_

I hereby certify that the above information is correct.

_____	_____	_____	_____
<b>MWVBE Signature</b>	<b>Date</b>	<b>Bidder/Contractor Signature</b>	<b>Date</b>
_____	_____	_____	_____
<b>Title</b>		<b>Title</b>	

**Submit Separate Form per MWVBE Subcontractor/Material Supplier  
to be Utilized  
Attach MWVBE Certification**

**Fayette County Schools**  
**MWVBE Subcontractor Substitution Form**  
 (Form to be utilized by Awarded General Contractor, 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 the FCPS Department of Economic Development for approval. By the authorized signature of a representative of our company, we understand that Good Faith Efforts procedures were followed in soliciting and retaining this contractor and documentation was submitted with this substitution form. This information will be entered into FCPS files for this project. Signature of both the prime and the MWVBE subcontractor is required below.

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

I certify 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**

**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.) \_\_\_\_\_

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

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

\_\_\_\_\_  
**Bidder/Contractor Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Title**