INVITATION TO BID

REFERENCE NUMBER

BID 37-15 LIBRARY BOOKS/PREBOUND LIBRARY BOOKS/E-BOOKS

CLOSING TIME FOR BID

THURSDAY SEPTEMBER 3, 2015 2:00:00PM LOCAL TIME

DEPARTMENT OR SCHOOL

MEDIA SERVICES

TERM OF CONTRACT

OCTOBER 1, 2015 TO SEPTEMBER 30, 2016

Fund

GENERAL FUND

FCPS now uses Economic Engine for all of our Bids and RFP’s. Any notifications including amendments to bids, post bid award notices and future bid advertisements will only be made through Economic Engine. Please register as a vendor at http://fcps.economicengine.com and keep your profile updated to insure you are up to date on all FCPS Bids.
1. The Fayette County Board of Education is implementing new procedures for the submittal of bids. In all Fayette County Public School bidding procedures, all potential contractors/vendors 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.

   Contractors are to submit their bids and proposals in the following manner:

   A. The legal bid bond or bonding security documents are placed in one envelope (if required for this bid).

   B. The minority-owned or women-owned business enterprise participation documents are placed in a second envelope. (Forms included with bid packet)

   C. The form of proposal (Bid documents and response sheet) is placed in a third envelope. This envelope is subject to and is contingent upon compliance requirements being met in the first two envelopes.

2. All three envelopes must be distinctly labeled for contents and placed in a large, single envelope labeled with the project name and the responding company.

   Failure to show concerted efforts to achieve MBE/WBE participation may result in ineligibility of respective bidding competition. Contractors/vendors will be required to provide written explanations of these efforts and level of success within the bid documents.

Fayette County Public School's Department of Economic Development, and Purchasing Department are available to assist and provide a listing, upon request, of certified minority-owned and women-owned business enterprises. Contractors may consult the list for inclusion of subcontractors currently participating with the contractor. 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/WBE certified. The contact person for the Department of Economic Development is Marilyn Clark, 859-381-4710.

3. Prices must be stated in units of quantity as specified and extended in total column for each item and/or lot. Bid prices must include transportation and delivery/service to the warehouse or building as specified.

4. An officer or member of the bidding firm authorized to legally bind the firm must sign bid.

5. The Board of Education (The Board) reserves the right to waive defects and informalities in bids, reject any or all bids, accept any bid as may be deemed to its interest and award by item, combination of items or lot.

6. Bids are effective for seventy five (75) days from date of opening unless otherwise specified in conditions of bidding and general specifications.
Bid 37-15 Library Books – Pre-bound Library Books – e-Books

Page 3

7. Manufacturer’s catalog numbers, trade names, etc., where shown herein are for descriptive purposes to guide the bidder in interpreting the standard of quality, design and performance desired, and should not be construed to exclude bids based on furnishing other types of materials or service. However, any substitution or departure proposed by bidder must be clearly noted and described. Otherwise it is understood that bidder intends to supply items specifically mentioned in this bid invitation. **FCPS reserves the right to determine if materials offered are the type and quality required.**

8. 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 bidder’s expense. Right is reserved to mutilate or destroy any samples if considered necessary for testing purposes.

9. If awarded an order or contract, bidder 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. Bidder 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 contractor, his servants or agents.

10. **The Board does not pay federal excise taxes or Kentucky Sales and Use Taxes.** Bids must be priced accordingly and reflect no sales tax to FCPS.

11. Contractors remain liable for applicable taxes on construction and/or furnish-and-install contracts for Fayette County Public Schools (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.

12. 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.

13. 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.

14. This contract is made under, governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

15. Venue for any legal action filed concerning this contract is Fayette County, Kentucky.

16. Parties shall not discriminate in any of the services performed in connection with this contract on the basis of race, color, national origin, religion, age, creed, political affiliation, marital status, sex or disabling condition.
17. 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.

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.

18. This writing, along with the responsive Bid, reflects the entire agreement between the parties. Changes or modifications of this Agreement shall be invalid or nonbinding upon the parties hereto. Nor shall any waiver of any terms or conditions hereof be deemed a waiver of such terms or conditions in the future, unless such change, modification or waiver is in writing and signed by the parties hereto.

19. This Invitation for Bid, along with Bid submitted if accepted by The Board shall constitute the entire agreement. In the event of a conflict between the terms of the Invitation for Bid and the Bid, the terms in the Invitation for Bid shall apply. The Board shall NOT CONSIDER contracts or agreements submitted separate from or subsequent to Bid. Any and all terms considered integral to the Bid submitted must be included in or with the Bid document.

20. Any addendums or updates to the bid will be posted http://fcps.economicengine.com. It is the contractor’s responsibility to check the website for any updates.

21. To be eligible for a bid consideration with Fayette County Public Schools, 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 for noncompliance and removed from consideration. For additional information regarding the Occupational License Tax, please visit our website at www.fcps.net/tax.

22. All responses to this IFB become the exclusive property of FCPS. All bids received in response to this IFB 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 bidder 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 bid 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 bid which contains language purporting to render all or significant portions of the bid “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 bidder 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.
BID DOCUMENTS AND A SUCCESSFUL BIDDER’S RESPONSE CONSTITUTE THE FINAL CONTRACT/AGREEMENT BETWEEN FCPS AND BIDDER. NO CONTRACT/AGREEMENT TERMS REQUIRED BY BIDDER WILL BE CONSIDERED BY FCPS THAT ARE NOT SUBMITTED WITHIN THE RESPONSE AND IN NO LESS THAN 12 FONT. 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

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 within the time stipulated above, to furnish any or all of the items upon which prices are quoted in accordance with the specifications applying at the price set opposite each item.

Items shall be shipped prepaid and delivered according to the listed schedule. Terms of _____% cash discount apply if invoices are paid within ____ days after delivery and acceptance of goods.

_________________________________________   ________________________
Firm Name                                       Date

_________________________________________   ________________________
Authorizing Agent (Please Print)                Title

_________________________________________   ________________________
Address                                       City/State/Zip

_________________________________________   ________________________
Telephone                                     Email

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

Signature _____________________________________
Bid 37-15 Library Books – Pre-bound Library Books – e-Books  
Page 6  

Special Conditions of Bidding

1. For specific information please submit questions through http://fcps.economicengine.com. Questions shall be accepted until 2 weeks before the bid opening date listed on the cover page.

2. Bids must be delivered to FCPS Purchasing Office, 1126 Russell Cave Road, Rm. 137, Lexington, KY 40505. Bids may be returned by United States Postal Service, hand delivered or by any commercial carrier. It is the company’s responsibility to ensure the bid arrives at the specified location by the date and time of the closing of bids. E-mail, fax or telephone bids shall not be accepted. There are no exceptions. The FCPS Purchasing Office is closed and does not accept mail, commercial carriers or hand delivered bids on weekends and Holidays. Regular hours are from 7:00AM – 3:30PM Monday through Friday.

The bid opening shall be held at the time specified on the cover page in Conference Room 131.

Bidders are invited to attend the bid opening and requested to not telephone for tabulation. The tabulations shall be provided through Economic Engine following Board approval.

3. The Fayette County Board of Education provides equal opportunities to all of its bidders with respect to the bidding and award of contracts.

Fayette County Public Schools requests that the bidder submit to the Purchasing Office in separate envelopes, with the bid, the following information:

1. Bid Security-properly signed, witnessed and executed. (Not required for this bid)
2. Minority and Women Business Enterprise Program forms properly completed, signed, and dated. (Envelope 1)
3. Form of Proposal with completed unit prices and all other documents. (Envelope 2)

4. Contract is effective beginning October 1, 2015 and ending September 30, 2016. Contract may be renewed for additional one (1) year terms, up to a total of 3 (three) years subject to approval of both The Board and successful bidder. Contract 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.

5. This is an invitation to bid library books – library bound, trade bound, trade paper back and mass market paperback and pre-bound paperback books for FCPS.

The term “Prebound Paperback Book” applies to the binding of paperback books in a hard cover binding conforming to the following specifications:

A. In initial processing, original publishers adhesive or hot melt glue is to be completely removed from spine by grinding or trimming. No more than .0625 of back gutter margin is to be removed. Removal shall be clean and uniform without fraying, tearing or mutilation to parts, pages or content of volume.

B. Volumes in excess of 1/4 inch shall be adhesive bound, and volumes less than 1/4 inch shall be Singer Sewed. Adhesive can be either hot melt or cold glue. Run-in of adhesive should be no more or less than .0625 inch. Adhesive bound volumes should provide durable easy opening without stress or tightness of any kind.
C. Flats or sewed volumes 1/4 inch or under should be Singer sewed with 10 gauge/5 strand thread and stitches at least 1/2 inch or more apart. Singer end sheets shall be applied on all sewed volumes.

D. Trimming book block, top-bottom and force edge should not be in excess of 0.125 inch. In no case should print be bled into.

E. A back liner should be attached to the spine of the book.

F. A woven or non-woven material of not less than .009 inch shall be used.

G. Printed illustrated covers or mounted original covers with an acrylic coating or film applied as an overlay for protection.

H. All end papers must be fabricated into a unit with the grain of the paper running parallel to the spine of the book.

I. Volumes should be bound with sufficient pressure to ensure good adhesion of the end papers and proper adhesion in the joints.

J. Volumes are to be rounded and backed.

K. Work is to be processed in vendor’s own plant and facilities.

L. Adequate inventories of all titles shall be carried to assure 90% or better fulfillment and prompt deliveries of all orders.

M. Plant and facilities shall be open for inspection.

N. Shipment must be made within thirty (30) days of receipt of order.

O. Submit with bid a sample of one each:
   - A flat picture book type less than 3/8” thick
   - An overseen book at least 1” thick

6. Approximately $400,000.00 (plus any Federal Funds) is the estimated expenditure for library books from various bidders. This amount includes expenditures for maintaining and enriching present school libraries and any new school library to be built. This fact is provided for information purposes only and does not guarantee that FCPS shall spend this amount during this one-year contract period. Total amount of expenditures may in fact exceed this amount. FCPS is a school system with 55 schools and over 40,000 students.

7. A current catalog listing of titles and list prices are requested with bid. This may be paper, on-line or electronic.

8. Invitation to Bid does not include books sold direct only or that require a binding other than those listed.

9. Bidder shall provide with bid two (2) school systems of similar or larger size as references (see number 6 for school system size). Contract must be within the last two (2) years. Include names and addresses of school systems, as well as names, telephone numbers and email addresses of contact persons.
10. **Please provide a printed or electronic copy of MARC records with bid.**

11. Prices quoted must have the decimal point located in the correct position to separate dollars from cents. In bid prices where the decimal point is omitted, the bid prices shall be calculated as dollar amounts.

12. Erasures or the use of correction fluid on bid forms are not acceptable and may result in the rejection of the bid. Prior to submission or openings, errors may be crossed out, corrections entered and initialed by the person signing the bid. Bids shall not be altered or amended after the specified time of opening.

13. Modifications, additions or changes to the terms and conditions of this Invitation to Bid may be a cause for rejection of the bid. Bidders are to submit all bids on the forms supplied with this invitation. Bids submitted on company forms may be rejected.

14. Prices quoted must include transportation and delivery F.O.B. on loading dock at FCPS Warehouse, currently at 1126 Russell Cave Road, Lexington KY. Deliveries must be made between the hours of 8:00 a.m. and 3:00 p.m., except on Saturdays, Sundays and Holidays when the warehouse is closed.

15. It is anticipated that the bid may be awarded to more than one bidder. The award(s) shall be based on the best value for FCPS. In determining the award(s) the following criteria shall be considered:

- Price/Discount
- Knowledge and experience in supplying prebound books and e-books
- Sufficient stock/quantity of volumes and titles for grades K-12
- Ability to supply an automation processing kit which includes barcode, spine label, MARC record and theft detection if specified by school.

**Fuel Surcharges and other similar charges are not permitted**

16. **Past Vendor Performance may be considered in the award of this Contract. Vendors with a record of poor performance in the last 12 months may be found non-responsible and ineligible for award.**

17. Orders for library books not filled and delivered within ninety (90) calendar days during the period October 1 through December 31, 2015 shall be cancelled. Orders for library books not filled and delivered within forty-five (45) calendar days during the period January 1 through September 30, 2016 shall be cancelled. The Board reserves the option to purchase library books on the open market if excessive cancellations occur. **Invoices shall be alphabetized by author. Deliveries resulting from errors shall be returned at vendor’s expense.**

18. No more than two (2) shipments shall be permitted on any one Purchase Order (PO).

19. Contact pertaining to PO’s must be made with the office of Media Services Secretary, 859-381-3881.

20. Payments for bid items are normally approved at the regularly scheduled meeting of The Board on the fourth Monday of most months, provided the 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 The Board.
21. If purchaser or bidder need to place toll or long distance telephone calls regarding complaints, adjustments, shortages, failure to deliver, etc., in connection with this bid, the vendor shall bear the expense for all such calls.

22. If a quotation is not made, bid form must be marked “No Bid” and returned with reasons stated why a bid was not submitted. Otherwise, the company’s name shall be removed from the official mailing roster.

23. Successful vendors shall provide two copies for Material Safety Data Sheet (MSDS) on material covered by OSHA Standard 1910.1200 as a condition of purchase.

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

25. 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.

26. Termination for Convenience

   The Purchasing Agent or the Superintendent may make a written determination at any time that the contract shall be terminated for the convenience of FCPS and shall issue a notice of termination therewith. Said notice of termination shall state the date and time upon which termination shall become effective and the extent to which the contract is terminated. A copy of said determination and notice of termination shall be placed in the contract file and a second copy of said determination shall be forwarded to the contractor.
The contractor shall cease performance of the contract upon the date and time set in the written notice of termination. Within ten (10) working days thereafter, the contractor shall issue an itemized statement of any and all services performed; or goods delivered; or construction completed, and said statement shall be paid by the Board according to the procedure set forth in the existing contract.

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

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

28. The Board 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) not to discriminate in such a manner. Further, The Board 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 The Board discriminate on the basis of race, color, national origin, religion, age, creed, political affiliation, marital status or sex, in the education programs or activities it operates.
CHECKLIST OF ITEMS TO INCLUDE WITH BID SUBMISSION

_______ Signature/Date

_______ Taxpayer Identification Number (if not a Corporation)

_______ Requirements bidder has or shall need if awarded the bid (if required)

_______ Response Sheet

_______ Sample of a flat picture book type less than 3/8” thick (Pre-bound books only)

_______ Sample of an overseen book at least 1” thick (Pre-bound books only)

_______ A current catalog listing of titles and list prices. This may be paper, on-line or electronic.

_______ 2 references of school systems of similar size

_______ A printed or electronic copy of MARC records

_______ Resident Bidder Affidavit if declaring Resident Bidder Status

_______ Qualified Bidder Affidavit if declaring Qualified Bidder Status

_______ M/WBE participation Forms

Please enter your Taxpayer Identification Number on the appropriate line. Corporations are excluded from this requirement.

_______ Social Security Number or ____/____/_______

Employer Identification Number

Thank you for providing this information:

1.   I shall [   ] shall not [   ] extend this contract to LFUCG and the University of Kentucky.

2.   [   ] Yes I am a certified minority owned business.
    [   ] No

3.   [   ] Yes I am a woman owned business.
    [   ] No

If “yes” please provide documentation of certification of being a minority or woman owned business.
If “no” please submit signed “Pledge of Non-Discrimination” form included in Bid packet.


**Response Sheet - Library Books**

(Company Name) agrees to the following conditions regarding library books ordered by Fayette County Public Schools, Lexington, KY at the discount percentage noted:

<table>
<thead>
<tr>
<th>Type</th>
<th>Discount Percentage off Publisher’s Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Library Bound Books</td>
<td>__________% off list price</td>
</tr>
<tr>
<td>2. Publisher’s Hardcover Books</td>
<td>__________% off list price</td>
</tr>
<tr>
<td>3. Trade Paperbacks</td>
<td>__________% off list price</td>
</tr>
</tbody>
</table>

4. **Cataloging and Processing**

   a. Completely catalog and process each title ordered (electronic catalog record, barcode label with protector, and spine label) $________ per book

   b. Supply books with fastened Mylar jackets $________ per book

   c. Completely catalog and process each title with fastened Mylar jacket $________ per book

   d. Adjust MARC records to meet FCPS standards Yes __________ No __________

5. **Theft Detection**

Furnish tattle-tape in books for 3M Security System $__________ per book

6. **Availability of Books**

Approximately ___________ volumes and _____________ titles of books are normally stocked in the warehouse which would serve FCPS and are ready for immediate shipment.
Pre-bound Library Books

________________________________________ agrees to the following conditions regarding library books ordered by Fayette County Public Schools, Lexington, KY at the discount percentage noted:

<table>
<thead>
<tr>
<th>Type</th>
<th>Discount Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>7. Prebound Books</td>
<td>__________% off list price</td>
</tr>
</tbody>
</table>

8. **Cataloging and Processing**

   a. Completely catalog and process each title ordered (electronic catalog record, barcode label with protector, and spine label) $__________ per book

   b. Adjust MARC records to meet FCPS standards Yes ________ No ________

9. **Theft Detection**

   Furnish tattle-tape in books for 3M Security System $__________ per book

10. **Availability of Books**

    Approximately ____________ volumes and _____________ titles of books are normally stocked in the warehouse which would serve FCPS and are ready for immediate shipment.
e Books

What types of purchasing models are provided for e Books?

1. One-to-one purchase
   Yes _______ No _______

2. Unlimited Use purchase
   Yes _______ No _______

3. Annual Subscription
   Yes _______ No _______

4. Other model (explain) ______________________________________________________
   __________________________________________________________________________

<table>
<thead>
<tr>
<th>Type</th>
<th>Discount Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>e Books one-to-one purchase</td>
<td>_______% off list price</td>
</tr>
<tr>
<td>Unlimited Use e Books purchase</td>
<td>_______% off list price</td>
</tr>
<tr>
<td>Subscription</td>
<td>_______% off list price</td>
</tr>
</tbody>
</table>

Availability of Books

Approximately _____________ titles of e books are available for purchase.
Approximately _____________ titles of unlimited use e books are available for purchase.
Approximately _____________ titles of e books are available by annual subscription
Best Best Value scoring is subject to **Reciprocal preference for Kentucky resident bidders and Preferences for a Qualified Bidder or the Department of Corrections, Division of Prison Industries (KAR 200 5:410).**

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

_________________________________, is responding to RFP/BID _______ issued by the Board of Education of Fayette County, Kentucky, and hereby pledges:

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

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

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

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

________________________________________

(Authorized Company Representative Signature)  
Date

Print Name and Title
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.

The BIDDING AGENCY 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

________________________
(Affiant) (Title)

of ______________________   this ______ day of ____________, 20__.

________________________
(Company Name)

________________________________________________________________________
Notary Public

[seal of notary]  My commission expires: __________
REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS CLAIMING QUALIFIED BIDDER STATUS
FOR BIDS AND CONTRACTS IN GENERAL:
I. The bidder or offeror swears and affirms under penalty of perjury that the entity bidding, and all subcontractors therein, meets the requirements to be considered a “qualified bidder” in accordance with 200 KAR 5:410(3); and will continue to comply with such requirements for the duration of any contract awarded. Please identify below the particular “qualified bidder” status claimed by the bidding entity.

_________ A nonprofit corporation that furthers the purposes of KRS Chapter 163

_________ Per KRS 45A.465(3), a "Qualified nonprofit agency for individuals with severe disabilities" means an organization that:
(a) Is organized and operated in the interest of individuals with severe disabilities; and
(b) Complies with any applicable occupational health and safety law of the United States and the Commonwealth; and
(c) In the manufacture or provision of products or services listed or purchased under KRS 45A.470, during the fiscal year employs individuals with severe disabilities for not less than seventy-five percent (75%) of the man hours of direct labor required for the manufacture or provision of the products or services; and
(d) Is registered and in good standing as a nonprofit organization with the Secretary of State.

The BIDDING AGENCY reserves the right to request documentation supporting a bidder’s claim of qualified bidder status. Failure to provide such documentation upon request may result in disqualification of the bidder or contract termination.

_________________________________________  ________________________________
Signature                                      Printed Name

Title                                            Date

Company Name

Address

Subscribed and sworn to before me by

(Company Name)

(Affiant)  (Title)

of __________________________ this _____day of ____________,20__.

Notary Public

[seal of notary]

My commission expires: __________________
Fayette County Public Schools

MINORITY AND WOMEN BUSINESS ENTERPRISE INITIATIVE
Fayette County Public Schools (FCPS) actively and aggressively encourages and promotes the participation of Minority-Owned and Women-Owned Business Enterprises (MBE/WBE) as vendors, suppliers and construction contractors and subcontractors. It is the Fayette County Public Schools’ goal to have 10% minority-owned and women-owned business participation in all procurement contracts and projects.

To ensure the success of this proactive measure, the Fayette County Board of Education will provide training and education for those employees functioning in decision-making roles with regard to the procurement of goods and services. The training programs will occur at established intervals and will achieve its goals through increasing awareness of District policies related to procurement and solicitation procedures.

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

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

For the purposes of Fayette County Public School Minority Owned and Women Owned Business Enterprise initiatives (M/WBE), the following definitions are application:

I. A. **Minority Business Enterprises** - A business is at least 51 percent or more owned and controlled by a minority group member or members.

    B. **Minority Group Member** - An individual who is a citizen of the United States and of the following:

        a. Black American (an individual of the black race of African origin);
        b. Hispanic American (an individual of Spanish speaking culture, origin or parentage);
        c. Asian American (an individual of a culture, origin or parentage traceable to areas of the Far East, Southeast Asia, the Indian subcontinent and the Pacific Islands);
        d. American Indian (an individual who is an enrolled member of a Federally recognized Indian tribe, or recognized by the tribe as being an Indian, as evidenced by a certification from a tribal leader.
        e. American Eskimo or American Aleut.

II. A. **Woman Business Enterprise** - A business that is at least 51 % percent or more owned and controlled by a woman or women.

    B. A Woman Business Enterprise is not a member of a minority group.
Each prospective contractor/vendor must submit with the bid documents a "Schedule for Participation by Minority and/or Women Business Enterprises" showing what party of the contract includes minority and/or Women Business Enterprises as subcontractors.

To the best of my knowledge and belief, the information on the following page is accurate and true, and reflects our commitment to support the Minority and Women's Business Enterprise initiative of Fayette County Public Schools.

Signature ________________________________________
Date ___________________________________________
FAYETTE COUNTY PUBLIC SCHOOL SYSTEM
Schedule for Participation by Minority/Woman business Enterprises
(Form must be submitted with Bid Document in a separate labeled envelope)

Bid Number

Contact Person

Current Address

Phone/Fax/E-Mail

The above named bidder intends to fulfill its commitment to minority/women business enterprises' participation in the following manner:

<table>
<thead>
<tr>
<th>Name , Address and Phone No. of Minority /Women Firms to be Used</th>
<th>(May use separate attachment) Contact Person&amp; Title</th>
<th>Types of Services/Supplies</th>
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No Subcontractors are being used on this project.

COMPANY PROFILE

Check the appropriate box below as it describes your company:

- Minority Business Enterprise
- Women Business Enterprise
- Both
- Other

None of the above

This form must be completed by the prime contractor and submitted with the bid in a separate envelope.
End of Bid Documents