PURCHASING DEPARTMENT
450 PARK PLACE
LEXINGTON, KY 40511
www.fcps.net/bids

Request for Proposals Number and Title	**Department**
RFP 35-26 Band and Orchestra Instruments Catalog – Store Shelf Discount	All schools and departments
Due Date/Time:	**Term of Contract**
November 13, 2026 by 2:00 PM Local Time (EST)	January 1, 2027 to December 31, 2027

FCPS now uses Bidnet for all of our Bids and RFPs. Any notifications, including amendments to solicitations, award notices and future bid/RFP advertisements, will be made through Bidnet. Please register as a vendor by following the link at www.fcps.net/bids and keep your profile updated to ensure you are up to date on all FCPS Bids.

_____
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 OFFEROR UNDERSTANDS AND ACCEPTS THIS AS ESSENTIAL TO THE AWARD OF THE RFP. A SUCCESSFUL OFFEROR WHO SUBMITS ANY SUBSEQUENT DOCUMENT FOR FCPS TO ACCEPT/SIGN UNDERSTANDS AND AGREES THAT THIS WILL NOT BE CONSIDERED OR ACCEPTED BY FCPS.

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

CERTIFICATE MUST BE EXECUTED BY OFFEROR/ PROPOSING FIRM

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

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

To be signed by offeror:

Company Name _____

Name _____ Title _____

Signature _____

Acceptance (to be signed if awarded contract)

Board of Education of Fayette County Kentucky

_____ _____

Superintendent Date

General Terms and Conditions

1. Offerors are advised that any contract resulting from this solicitation must comply with all applicable provisions of KRS 45A and other statutes and policies noted in this solicitation.

2. Model Procurement Regulations adopted by the Fayette County Board of Education shall be deemed incorporated by reference in all specifications as though quoted fully herein.

3. 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.

4. To receive consideration proposals must be received prior to time designated in this solicitation. None shall be accepted thereafter.

5. An officer or member of the proposing firm authorized to legally bind the firm must sign the bid/proposal.

6. 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.

7. 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.

8. Proposals are effective for sixty (60) days from date of closing unless otherwise specified in conditions of bidding and general specifications.

9. 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.**

10. 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.

11. 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.

12. **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.

13. 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.

14. 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.

15. 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.

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

17. 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.

18. **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.**

19. **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.**

20. 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.

21. **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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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)

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. Sole proprietors or partnerships must supply Taxpayer Identification Numbers with proposal. Corporations are excluded from this requirement.

34. If there is a conflict between the terms of this document and any document submitted by the offeror the RFP document takes precedence.

35. Offeror agrees to abide by any reasonable request made by FCPS Administration regarding implementation of this contract.

36. 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.

37. 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.

38. 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.

39. Offeror Initiated Requirements

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

40. **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.

41. 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.

42. 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.

43. 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.

44. **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.**

45. 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.

46. <u>Suspension and Debarment</u>
    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.

47. 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.

48. 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

49. "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.

50. "Substantial" means that over 51% of the final processed product consists of agricultural commodities that were grown domestically.

51. 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.

52. 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.

53. 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.

54. 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:

55. 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

56. Competitive proposals reveal the cost of a domestic product is significantly higher than a non-domestic product.

57. 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.

58. 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.

59. Distributor must affirm their willingness to assert their best and reasonable efforts to ensure compliance with this federal rule.

Purchases using federal funds

60. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

61. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal

entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

62. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by FCPS in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

63. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

64. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the 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." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

65. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Protest Procedures

1.1 Any actual or prospective bidder, offeror or contractor who is aggrieved in connection with the solicitation or the award of a contract may protest to the Executive Director of Financial Accounting & Benefits Services and the Director of the department the solicitation was issued for, as the case shall require. The protest shall be submitted in writing, within 14 days after such aggrieved person knows, or should have known, of the facts giving rise thereto.

1.2 Either the Executive Director of Financial Accounting & Benefits Services or the Director of the department the solicitation was issued for shall have the authority to settle and resolve a protest of an aggrieved bidder, offeror or contractor, actual or prospective, concerning the solicitation or award of a contract. If the protest is not resolved by mutual agreement, either the

Executive Director of Financial Accounting & Benefits Services or the Director of the department the solicitation was issued for shall promptly issue a decision in writing. The decision shall state the reason for the action taken and inform the protestant their decision.

1.3 A copy of the decision under paragraph 1.2 shall be mailed or otherwise furnished immediately to the protestant and any other party intervening.

1.4 A decision under paragraph 1.2 shall be final and conclusive per terms and conditions of the solicitation.

Special Conditions and Specifications

1. All questions must be submitted in writing through Bidnet no later than 2:00PM, November 6, 2026.

2. Proposals submission instructions:

   Online Submission

   Proposals must be submitted online at Bidnet. It is recommended that time is allowed for the upload of the document. Submissions that are late due to poor internet connection or technical difficulties related to the Bidnet portal or vendor 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:

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, 2027 or date of Board approval (whichever is later) through December 31, 2027.** 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 renewal, 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
500	Cost Proposal – ● Sample Pricing ● Discount
500	Technical Proposal - ● References ● Vendor experience ● Volume and variety of products offered in catalog/store ● Vendor location ● Additional information ● Repair Capabilities

9. **Multiple awards of this contract may be considered** if in the best interest of the district. Vendor agrees to this contract by submitting a proposal.

10. It shall be understood that the contract shall not obligate FCPS or its schools and departments to purchase from the contract. **This is a percentage discount contract and is not for a specific project.** If awarded the contract the vendor shall be placed on an "Approved Vendors List" for the school district. This list consists of awarded bid vendors and purchasing cooperative vendors. FCPS may use any vendors that are on the list or on a Purchasing Cooperative or State Master Agreement for these items/ services. **FCPS may solicit proposals for larger projects separate from this RFP.**

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. By submitting a response to this solicitation offeror acknowledges and swears under penalty of perjury that they have not knowingly violated any provision of campaign finance laws of the Commonwealth per KRS 45A.395.

17. Offeror must furnish all necessary insurance such as:

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

A Certificate of Insurance should be included with proposal.

CHECKLIST OF ITEMS TO INCLUDE WITH PROPOSAL SUBMISSION

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

Does your company allow EFT? Yes ____ No ____
If yes please send a completed EFT Authorization Form to our Accounts Payable Department upon award of bid.

Thank you for providing this information:

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

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

   If "yes" and certified please include a copy of certification.

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

   If "yes" and certified please include a copy of certification.

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

5. Name of state where your home office/headquarters is located: _____
   [ ] Yes If not Kentucky, does the state have preferential treatment on bids and RFPs
   [ ] No
   If Yes, What percentage: _____%

ANTICIPATED TIMELINE

Date	Event
October 28, 2026	Release RFP
November 13, 2026 2:00PM	Proposals due
November, 2026	Evaluation of proposals
December 17, 2026	FCPS Board meeting for approval of contract (if applicable)
January 1, 2027	Preferred Contract start date

Scope of Work/ Specifications

1. Fayette County Public Schools is soliciting proposals to establish contracts for a catalog discount for music instruments and supplies for a District-wide contract covering many schools and programs.

2. No item, for any reason, shall be shipped prior to receiving a purchase order issued by the District. Substitutions and or changes shall not be made to an order, unless authorized by the department/school that issued the Purchase Order.

3. The District reserves the right to order from more than one company for these items and intends to award multiple contracts as a result of this RFP. Individual schools and departments shall order from contract. FCPS does not have centralized purchasing.

4. School bookkeeper or department administrative assistant will be the staff contact for orders and for questions regarding orders.

5. Vendors must have a large inventory of items in catalog or in store that meets the district's needs. Vendors with a small inventory of items or with sole source/specialty items may not be considered.

6. The district prefers that the vendor have a dedicated sales representative for the district.

7. Deliveries shall be made to the FCPS warehouse between the hours of 7:00 a.m. – 12:00 p.m. and 12:30 p.m. - 2:00 p.m. local time, except Saturdays, Sundays and Holidays when the FCPS warehouse is closed unless different location is specified on the Purchase Order.

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

9. **Contract shall <u>not</u> be awarded by line item. Line item pricing shall be used in evaluating part of the cost proposal per evaluation criteria.**

TECHNICAL PROPOSAL – 500 Points

COMPANY INFORMATION

1. Number of years your organization has been in business. _____
2. Does your company pay taxes to Fayette County Public Schools? _____
3. Number of physical locations in Kentucky that could be utilized in this contract. _____

   Please list on a separate page the addresses of local physical locations.
4. Sales Representative Name _____

   Sales Representative Phone Number _____

   Sales Representative Email _____
5. Does the Sales Representative reside within 60 miles of Lexington, KY? Yes _____ No ____
6. Does your company offer instrument repair? Yes ____ No ____
7. If "yes" to item 6 please include a description of the repair process.
8. Is your company part of any purchasing cooperatives such as PurchasePros, OMNIA, Sourcewell?

   Yes ____ No ____
9. Is your company part of any awarded Kentucky State Master Agreement? Yes ___ No ___
10. If "yes" to 8 or 9 please include the name of the cooperative and the bid/contract number

    _____
11. Does your company have the capability to provide a punch-out catalog through the district ERP system?

    The district currently uses Tyler Technologies ERP (Munis). Yes ____ No ____
12. Is your company capable of providing a dedicated website with your catalog with district pricing?

    Yes ____ No ____
13. **Added value –**Please include any additional that proposes to enhance and add value to the contract.

COST PROPOSAL – 500 Points

_____
Name of company

agrees to furnish items from the included catalog/pricelist/website ordered by FCPS or its subsidiaries for the listed percent off the catalog/pricelist/website price or at our company's sale price, whichever is less. If a range of discounts is provided the lowest discount will be used in evaluations.

Discount: _____%

Instrument Repair: _____%

Instrument Repair Hourly rate if applicable: $_____

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

Cost proposal 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**.**

REFERENCES

Proposal shall include at least 3 references of work. References must be for educational institutions or similar public agencies. References should include the name of the institution, a contact name, phone number, email and a description of the services/items provided.

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;

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 _____, 202___.

(Company Name)

_____

Notary Public

My commission expires: _____

(Affix Notary Seal)