PURCHASING DEPARTMENT, ROOM 137
1126 RUSSELL CAVE ROAD
LEXINGTON, KY 40505
www.fcps.net/bids

Request for Proposals Number and Title	**Department**
RFP 37-26 OpenSciEd Science Kits and Materials	Administrative Support Office
Due Date/Time: November 10, 2026 by 2:00 PM Local Time (EST)	**Term of Contract** Date of Board approval (anticipated December 18, 2026) - June 30, 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

_____ _____

Dr. William Bradford, Acting Superintendent Date

General Terms and Conditions

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

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

3. The Fayette County Board of Education (Board) implemented revised procedures as of July 1, 2016 for the submittal of bids and proposals. In all Fayette County Public School (FCPS) bidding procedures, all potential offerors that will be using subcontractors are to engage in specifically defined efforts with the Department of Economic Development to include minority-owned and women-owned business contractors, subcontractors, vendors and suppliers.

4. FCPS Department of Economic Development and Purchasing Department are available to assist and provide a listing, upon request, of certified minority-owned, women-owned and veteran business enterprises (MWVBE). Offerors may consult the list for inclusion of subcontractors currently participating with the offeror. The list is not all-inclusive and may contain only the names of businesses that have self registered with the Board and have become approved contractors or vendors by contacting either Department of Economic Development, Division of Physical Support and Purchasing Department and are MWVBE certified. Offerors may use other properly certified MWBE subcontractors as long as proper certification is provided.

5. When line item pricing is requested, prices must be stated in units of quantity as specified and extended in total column for each item and/or lot. Proposal prices must include transportation and delivery/service to the warehouse or building as specified.

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

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

8. The Board of Education reserves the right to accept any bid/proposal, to reject any or all bids/proposals, to waive any irregularities or informalities in bids/proposals received where such acceptance, rejection or waiver is considered to be in its best interest. The Board of Education reserves the right to award by item, combination of items or lot. The Board of Education also reserves the right to reject any bid/proposal where evidence or information submitted by the bidder does not provide satisfactory proof that the bidder is qualified to carry out the details of the contract.

9. By submitting a bid/proposal in response to this solicitation, the respondent accepts the evaluation process and methodology, as well as acknowledges and accepts that the

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

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

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

12. Samples requested must be furnished free of expense to the Board. If not destroyed or consumed in testing or evaluating, or required in connection with the award, samples will upon request be returned at offeror's expense. Right is reserved to mutilate or destroy any samples if considered necessary for testing purposes.

13. If awarded an order or contract, offeror agrees to protect, defend and save harmless The Board from suits or demands for payment that may be brought against it for the use of any patented materials, process, article or device that may enter into the manufacture, construction or form a part of the work covered by either order or contract. Offeror further agrees to indemnify and save harmless The Board from suits or actions of every nature and description brought against it for, or on account of injuries or damages received or sustained by any party or parties by, or for any acts of the offeror, his servants or agents.

14. **The Board is not required to pay federal excise taxes or Kentucky Sales and Use Taxes.** Proposals must be priced accordingly and reflect no sales tax to FCPS.

15. Offerors remain liable for applicable taxes on construction and/or furnish-and-install contracts for FCPS. Adjustments and allowances for any applicable taxes shall be provided for in the bid amount. Later adjustments to the Contract Sum shall not be permitted and/or made on this basis by FCPS.

16. Parties to this agreement are solely responsible for costs incurred in fulfilling obligations under this agreement unless otherwise provided in this agreement. No party shall have any claim against the other party for reimbursement of such costs, unless said costs are attributable to enforcing compliance under this agreement or seeking redress from the other party's default under this agreement.

17. If any section, paragraph or clause of this contract is held invalid by any court of competent jurisdiction, the invalidity of said section, paragraph or clause shall not affect any remaining provisions herein.

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

19. Parties shall not discriminate in any of the services performed in connection with this contract on the basis of race, color, national origin, sex, genetic information, disability, religion, age, political affiliation, sexual orientation or gender identity.

20. **K45A.455 PROHIBITS CONFLICTS OF INTEREST, GRATUITIES AND KICKBACKS TO EMPLOYEES OF THE BOARD IN CONNECTION WITH CONTRACTS FOR SUPPLIES OR SERVICES WHETHER DIRECT OR INDIRECT.**

21. **KRS 45A.990 PROVIDES SEVERE PENALTIES FOR VIOLATIONS OF LAWS RELATING TO GRATUITIES OR KICKBACKS TO EMPLOYEES DESIGNED TO SECURE A PUBLIC CONTRACT FOR SUPPLIES OR SERVICES.**

22. Any addendums or updates to the solicitation will be posted on the district web site. It is the offeror's responsibility to check the website for any updates.

23. **To be eligible for a contract consideration with FCPS, all companies with nexus in Lexington, Kentucky must be current on all filings and payments of Occupational License and Net Profits Tax for Schools. If it is determined that you are not current on all filings and payments, your bid may be rejected or your contract canceled for noncompliance. For additional information regarding the Occupational License Tax, please visit our website at www.fcps.net/tax**.

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 a 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.

Special Conditions and Specifications

1. 1. All questions must be submitted in writing through Bidnet no later than 2:00PM, October 30, 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.

   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. **There will not be a public bid opening. Results of the RFP will be posted upon award.**

4. **Contract is effective with a preferred beginning date of the date of Board approval (anticipated December 18, 2026) through June 30, 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 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, the offeror must provide new pricing and include sufficient reasoning for the price increase at least 60 days prior to the expiration of the contract.

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

6. **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.**

7. 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:

Criterion	What evaluators will look for	Points
I. Completeness and alignment to OpenSciEd units	Each kit contains all materials called for in the OpenSciEd materials list for every lesson in the unit, for each grade level and unit requested. Offeror identifies the OpenSciEd version each kit is based on.	25
II. Classroom-ready packaging and quality of materials	Kits arrive pre-assembled and organized by lesson (or by unit), clearly labeled, with a contents list, so teachers can begin teaching with minimal sorting or assembly. Materials should be of substantial and sustainable quality. Photographs or a sample contents list are provided.	30
III. Cost of product	Kit pricing, refill and replacement pricing, and delivery charges (Price Sheets A, B and C).	20
IV. Delivery, ordering and timeline	Ability to deliver to all six schools; ability to meet the initial delivery date and the delivery date for the 2027-2028 school year; order accuracy; process and timeline for replacing missing or damaged items.	15
V. Experience, references and customer service	Experience supplying OpenSciEd or comparable science kits to school districts; quality of references; availability of refill and replenishment support; responsiveness.	10
Total		**100**

Cost points will be calculated as follows: the offeror with the lowest total evaluated price (the sum of Price Sheets A, B and C) receives the full 25 points; all other offerors receive (lowest total evaluated price divided by the offeror's total evaluated price) multiplied by 25.

8. Prices quoted must have a 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.

9. 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 items, units, grade levels, or tasks as outlined in the Scope of Work or in its entirety.

10. 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.

11. 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.

12. 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.

13. **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.

14. 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 the 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, including completed Price Sheets A, B, C and the Annual Price Summary
_____ 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

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

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

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

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

ANTICIPATED TIMELINE

Date	Event
[October 28, 2026]	Release RFP
[October 30, 2026]	Deadline for RFP questions
[November 3, 2026]	Deadline for FCPS to respond to questions and post responses
[November 10, 2026]	Proposals due by 2:00 PM
[November 11-22, 2026]	Evaluation of proposals and committee recommendation
[December 17 , 2026]	FCPS Board meeting for approval of contract
[December 2026]	Preferred contract start date and initial order
[May 2027]	Anticipated second order for the 2027-2028 school year

Dates shown are anticipated; any changes will be posted as an addendum through Bidnet.

SCOPE OF WORK

Fayette County Public Schools (FCPS) is soliciting proposals from qualified vendors to supply complete, classroom-ready materials kits for OpenSciEd science units, for use beginning in the 2026-2027 school year and continuing through the 2027-2028 school year and beyond if the contract is renewed. FCPS is seeking materials only. This solicitation does not include teacher professional learning, training, curriculum licensing, or instructional content, and offerors should not include these in their proposals.

FCPS intends to purchase all kits associated with the OpenSciEd units taught at each grade level at the schools listed below.

Schools to Be Served

Kits will be delivered to each of the following schools. Delivery addresses and school contacts will be provided with each purchase order.

Arlington Elementary School
Mary Todd Elementary School
Northern Elementary School
Russell Cave Elementary School
Winburn Middle School
Bryan Station High School

Items Requested

Complete materials kits for each OpenSciEd unit, by grade level, as listed below. Each kit must contain every consumable and non-consumable material called for in the unit's materials list for the lessons in that unit.

Grade / Course	**OpenSciEd Unit**	**Estimated Quantity (all schools)**	**Refills Needed**
3	Units 3.1, 3.2, 3.3, 3.4	7	1
4	Units 4.1, 4.2, 4.3, 4.4	5	2

Grade / Course	OpenSciEd Unit	Estimated Quantity (all schools)	Refills Needed
5	Units 5.1, 5.2, 5.3, 5.4	10	1
6	Units 6.3, 6.4, 7.4, 8.1, 8.3, 8.4	3	1
7	Units 6.1, 6.2, 6.6, 7.1, 7.2, 7.3, 8.2	3	1
8	Units 6.5, 7.5, 7.6, 8.5, 8.6	3	1
Physics	Units P.1, P.2, P.3, P.4, P.5, C.1	2	1
Biology	B.1, B.2, B.3, B.4, B.5	2	1
Chemistry	C.1, C.2, C.3, C.4, C.5	3	1

Anticipated Ordering

FCPS anticipates placing orders in phases. Quantities are estimates, and FCPS is not obligated to purchase any minimum quantity.

Specifications:

a) **Alignment and completeness.** Kits must support the OpenSciEd unit at the grade level indicated and must include all materials listed in the OpenSciEd materials list for each lesson in the unit. Offerors must identify the version of the OpenSciEd unit materials on which each kit is based.

b) **Classroom-ready packaging (preferred).** Kits must be delivered pre-assembled and organized by lesson (preferred) or by unit, so that teachers can open a kit and begin teaching with minimal sorting, counting, or assembly. Materials for each lesson must be grouped together in clearly labeled bags, bins, or containers, and each kit must include a contents list or checklist. Offerors must describe how their kits are packaged and organized for each unit and should include photographs or a sample contents list in the Technical Proposal.

c) **Labeling.** Each container must be labeled with the unit title, grade level, lesson number(s), and contents. Shipments must be labeled with the school name, grade level, and unit and must include a packing list.

d) **Consumables and refills.** Consumable items must be priced separately so that FCPS can purchase refill or replenishment packs for each unit in later years without repurchasing a complete kit. Offerors must state the availability of refill packs and replacement non-consumable items for the contract term and any renewal terms.

e) **Quality and safety.** All materials must be new, age-appropriate, of substantial and sustainable quality, and suitable for classroom use. Offerors must provide Safety Data Sheets as described in the Special Conditions and must clearly label any items that carry safety precautions or age restrictions.

f) **Delivery.** Prices must include delivery to each school listed above. Offerors must state their lead time for orders and their ability to meet the delivery dates described under Anticipated Ordering.

g) **Accuracy and replacements.** The offeror will replace any missing, defective, or damaged items at no cost to FCPS within five business days of notice.

h) **Substitutions.** No substitution of materials may be made without prior written approval from FCPS.

i) **Samples.** FCPS may request that offerors under final consideration furnish one sample assembled kit for evaluation (see General Terms and Conditions regarding samples).

All items required of this contract shall be under the direction of Carrie Rogers, Strategic Partnership Manager.

Evaluation

Process for Review of Submitted Materials:

1. Proposals for this RFP shall be submitted by the deadline.
2. FCPS Purchasing will review each proposal for responsiveness to the requirements of this RFP.
3. An evaluation committee of teachers, school and district administrators, and instructional staff will score each responsive proposal using the criteria and point values in Special Conditions and Specifications, item 8.
4. FCPS may request clarification, additional information, or a sample assembled kit from any offeror before final scoring.
5. By November 22, 2026, the committee will make a recommendation to the Superintendent for presentation to the Board of Education at its December 17, 2026 meeting.

COST PROPOSAL

Response to RFP shall include a cost proposal of all costs associated with the scope of work. Please include an overall total price and a break down by unit pricing.

The intent of Fayette County Schools is for the awarded vendor to fulfill the contract for up to a total of five years. FCPS policy requires all contracts to be for one year with annual renewal at the same terms and conditions. Any additional terms and conditions provided by the vendor must include this as a renewal option.

Offerors must complete all price sheets below. Prices must include delivery to each school and must not include sales tax. Quantities shown are estimates used for evaluation only; FCPS will purchase only the quantities it needs and is not obligated to purchase any minimum.

Price Sheet A: Kit Pricing (one complete kit for each unit)

Grade	OpenSciEd Unit	Packaging (by lesson or by unit)	Price per kit	Est. qty	Extended price
[ ]	[ ]		$		$
[ ]	[ ]		$		$
[ ]	[ ]		$		$
				Subtotal A	$

Price Sheet B: Refill and Replacement Pricing

Grade	OpenSciEd Unit	Consumable refill pack (describe contents)	Price per refill pack
[ ]	[ ]		$
[ ]	[ ]		$
[ ]	[ ]		$
		Subtotal B (one refill pack of each unit)	$

Please also attach a price list for replacement of individual non-consumable items.

Price Sheet C: Delivery

School	Delivery charge per order	Estimated lead time
Arlington Elementary School	$	
Mary Todd Elementary School	$	
Northern Elementary School	$	
Russell Cave Elementary School	$	
Winburn Middle School	$	
Bryan Station High School	$	
Subtotal C	$	

If delivery is included in the kit price, enter “Included.” Fuel surcharges and other similar charges are not permitted.

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 five parts: RFP documents; References; Technical Proposal; Cost Proposal; Added Value.

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 13. Any addenda that may be sent out should be included in this part.

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

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 _____, 202___.
(Company Name)

_____
Notary Public

My commission expires: _____

(Affix Notary Seal)