



**SCHOOL DISTRICT OF JEFFERSON  
COUNTY PUBLIC SCHOOLS,  
LOUISVILLE, KENTUCKY**

**REQUEST FOR PROPOSAL**

**#3076**

**COMPETITIVE NEGOTIATION**

**FOR**

**HIGH-SPEED PRINTING SOLUTION**

**PROPOSAL RETURN DATE:**

**WEDNESDAY, AUGUST 23, 2017**

**TIME: 3:00 p.m., E.T.**

## DEFINITIONS

### ADDENDA

Written or graphic instruments issued by the contracting officer prior to the execution of the contract which modify or interpret the proposal documents by additions, deletions, clarifications or corrections.

### PROPOSAL

A complete and properly signed document, proposing to do the work for the sum(s) stipulated therein (enclosed in a separate envelope) supported by data called for by the RFP documents.

### PROPOSED CONTRACT SUM

The sum stated in the proposal for which the proposer offers to perform the work described in the specifications and other documents composing the RFP.

### OFFEROR

One who submits a proposal for contract with the Board for the work described in the RFP.

### PROPOSING DOCUMENTS

Proposing documents include the Advertisement, Request For Proposals, Instructions to Proposers, Proposal Form and the Proposed Contract Documents, including any addenda prior to receipt of proposals.

All definitions set forth in the General Conditions of the contract for services or in other contract documents and the Board's Procurement Regulations are applicable to the proposing documents.

### RFP

Request For Proposals

## MODEL PROCUREMENT REGULATIONS

Model Procurement Regulations adopted by the Jefferson County Board of Education shall be deemed incorporated by reference in these specifications as though quoted fully herein. In the event of any conflict between this RFP and the Model Procurement Regulations, the Regulations shall control. A copy of these regulations may be obtained by contacting the Purchasing/Bid Department. It is the responsibility of the offeror to be familiar with these Regulations.

## **NO CONTACT POLICY**

**Respondents shall not contact any member of the Jefferson County Public Schools' staff concerning the procurement process until after the process is completed, unless the content of the communication is first submitted in writing addressed to the to the designated contact(s) for this RFP – the Director of Purchasing or the Coordinator of Purchasing/Bids.**

**In order to facilitate current business operations, a limited exception to this rule applies to any Proposer currently providing services to JCPS. However, any contact made by such Proposer must be strictly limited to current business matters arising under a previously existing Contract only, and shall not relate to this RFP.**

**PROHIBITION AGAINST CONFLICTS OF INTEREST, GRATUITIES AND KICKBACKS”**

(1) IT SHALL BE A BREACH OF ETHICAL STANDARDS FOR ANY EMPLOYEE WITH PROCUREMENT AUTHORITY TO PARTICIPATE DIRECTLY IN ANY PROCEEDING OR APPLICATION; REQUEST FOR RULING OR OTHER DETERMINATION; CLAIM OR CONTROVERSY; OR OTHER PARTICULAR MATTER PERTAINING TO ANY CONTRACT, OR SUBCONTRACT, AND ANY SOLICITATION OR PROPOSAL THEREFOR, IN WHICH TO HIS KNOWLEDGE: (A) HE, OR ANY MEMBER OF HIS IMMEDIATE FAMILY HAS A FINANCIAL INTEREST THEREIN; OR (B) A BUSINESS OR ORGANIZATION IN WHICH HE OR ANY MEMBER OF HIS IMMEDIATE FAMILY HAS A FINANCIAL INTEREST AS AN OFFICER, DIRECTOR, TRUSTEE, PARTNER, OR EMPLOYEE, IS A PARTY; OR (C) ANY OTHER PERSON, BUSINESS, OR ORGANIZATION WITH WHOM HE OR ANY MEMBER OF HIS IMMEDIATE FAMILY IS NEGOTIATING OR HAS AN ARRANGEMENT CONCERNING PROSPECTIVE EMPLOYMENT IS A PARTY. DIRECT OR INDIRECT PARTICIPATION SHALL INCLUDE BUT NOT BE LIMITED TO INVOLVEMENT THROUGH DECISION, APPROVAL, DISAPPROVAL, RECOMMENDATION, PREPARATION OF ANY PART OF A PURCHASE REQUEST, INFLUENCING THE CONTENT OF ANY SPECIFICATION OR PURCHASE STANDARD, RENDERING OF ADVICE, INVESTIGATION, AUDITING, OR IN ANY OTHER ADVISORY CAPACITY.

(2) IT SHALL BE A BREACH OF ETHICAL STANDARDS FOR ANY PERSON TO OFFER, GIVE, OR AGREE TO GIVE ANY EMPLOYEE OR FORMER EMPLOYEE, OR FOR ANY EMPLOYEE OR FORMER EMPLOYEE TO SOLICIT, DEMAND, ACCEPT, OR AGREE TO ACCEPT FROM ANOTHER PERSON, A GRATUITY OR AN OFFER OF EMPLOYMENT, IN CONNECTION WITH ANY DECISION, APPROVAL, DISAPPROVAL, RECOMMENDATION, PREPARATION OF ANY PART OF A PURCHASE REQUEST, INFLUENCING THE CONTENT OF ANY SPECIFICATION OR PURCHASE STANDARD, RENDERING OF ADVICE, INVESTIGATION, AUDITING, OR IN ANY OTHER ADVISORY CAPACITY IN ANY PROCEEDING OR APPLICATION, REQUEST FOR RULING OR OTHER DETERMINATION, CLAIM OR CONTROVERSY, OR OTHER PARTICULAR MATTER, PERTAINING TO ANY CONTRACT OR SUBCONTRACT AND ANY SOLICITATION OR PROPOSAL THEREFOR.

(3) IT IS A BREACH OF ETHICAL STANDARDS FOR ANY PAYMENT, GRATUITY, OR OFFER OF EMPLOYMENT TO BE MADE BY OR ON BEHALF OF A SUBCONTRACTOR UNDER A CONTRACT TO THE PRIME CONTRACTOR OR HIGHER TIER SUBCONTRACTOR OR ANY PERSON ASSOCIATED THEREWITH, AS AN INDUCEMENT FOR THE AWARD OF A SUBCONTRACT OR ORDER.

(4) IT SHALL BE A BREACH OF ETHICAL STANDARDS FOR ANY PUBLIC EMPLOYEE OR FORMER EMPLOYEE KNOWINGLY TO USE CONFIDENTIAL INFORMATION FOR HIS ACTUAL OR ANTICIPATED PERSONAL GAIN, OR THE ACTUAL OR ANTICIPATED PERSONAL GAIN OF ANY OTHER PERSON.

**NOTE:** THIS PROHIBITION AGAINST CONFLICTS OF INTEREST AND GRATUITIES AND KICKBACKS SHALL BE CONSPICUOUSLY SET FORTH IN EVERY LOCAL PUBLIC AGENCY WRITTEN CONTRACT AND SOLICITATION THEREFOR.

**“STATEMENT PURSUANT TO KRS 45A.990”**

ANY EMPLOYEE OR ANY OFFICIAL OF THE BOARD OF EDUCATION OF JEFFERSON COUNTY, KENTUCKY, ELECTIVE OR APPOINTIVE, WHO SHALL TAKE, RECEIVE, OR OFFER TO TAKE OR RECEIVE, EITHER DIRECTLY OR INDIRECTLY, ANY REBATE, PERCENTAGE OF CONTRACT, MONEY, OR OTHER THINGS OF VALUE, AS AN INDUCEMENT OR INTENDED INDUCEMENT, IN THE PROCUREMENT OF BUSINESS, OR THE GIVING OF BUSINESS, FOR, OR TO, OR FROM, ANY PERSON, PARTNERSHIP, FIRM OR CORPORATION, OFFERING, BIDDING FOR, OR IN OPEN MARKET SEEKING TO MAKE SALES TO THE BOARD OF EDUCATION OF JEFFERSON COUNTY, KENTUCKY, SHALL BE DEEMED GUILTY OF A FELONY AND UPON CONVICTION SUCH PERSON OR PERSONS SHALL BE PUNISHED BY A FINE IN AN AMOUNT NOT LESS THAN ONE THOUSAND DOLLARS (\$1,000) AND NOT GREATER THAN TEN THOUSAND DOLLARS (\$10,000) OR DOUBLE THE GAIN FROM COMMISSION OF THE OFFENSE, WHICHEVER IS THE GREATER, OR BY IMPRISONMENT FOR NOT LESS THAN FIVE (5) YEARS NOR MORE THAN TEN (10) YEARS, OR BOTH SO FINED AND IMPRISONED IN THE DISCRETION OF THE JURY.

EVERY PERSON OFFERING TO MAKE, OR PAY, OR GIVE, ANY REBATE, PERCENTAGE OF CONTRACT, MONEY OR ANY OTHER THING OF VALUE, AS AN INDUCEMENT OR INTENDED INDUCEMENT, IN THE PROCUREMENT OF BUSINESS, OR THE GIVING OF BUSINESS, TO ANY EMPLOYEE OR TO ANY OFFICIAL OF THE BOARD OF EDUCATION OF JEFFERSON COUNTY, KENTUCKY, ELECTIVE OR APPOINTIVE, IN HIS EFFORTS TO BID FOR, OR OFFER FOR SALE, OR TO SEEK IN THE OPEN MARKET, SHALL BE DEEMED GUILTY OF A FELONY AND SHALL BE PUNISHED BY A FINE IN AN AMOUNT NOT LESS THAN ONE THOUSAND DOLLARS (\$1,000) AND NOT GREATER THAN TEN THOUSAND DOLLARS (\$10,000) OR DOUBLE THE GAIN FROM COMMISSION OF THE OFFENSE, WHICHEVER IS THE GREATER, OR BY IMPRISONMENT FOR NOT LESS THAN FIVE (5) YEARS NOR MORE THAN TEN (10) YEARS, OR BOTH SO FINED AND IMPRISONED IN THE DISCRETION OF THE JURY, OR BY A FINE IN AN AMOUNT NOT TO EXCEED TWENTY THOUSAND DOLLARS (\$20,000) IF THE OFFENSE IS COMMITTED BY A FIRM OR CORPORATION.

## INSTRUCTIONS AND CONDITIONS

### ARTICLE 1 - INVITATION

- 1.1 Sealed proposals will be received by the Purchasing/Bid Department, Jefferson County Public Schools, C. B. Young, Jr., Service Center, 3001 Crittenden Drive, Bldg. 1, Room 164, Louisville, Kentucky 40209, in the manner and on the date hereinafter specified for the furnishing of all equipment and services necessary to provide a High-Speed Printing Solution for the JCPS Materials Production Department.
- 1.2 Additional copies of the RFP may be obtained in the Purchasing/Bid Department at the above address, between 9:00 a.m. and 4:00 p.m., Monday through Friday, or on the JCPS web site: [www.jefferson.kyschools.us](http://www.jefferson.kyschools.us) prior to the date and time specified for opening.

### ARTICLE 2 - PRE-PROPOSAL QUESTIONS

- 2.1 Questions from potential Proposers regarding this RFP shall be submitted in writing or via email to Ken Popplewell, Director of Purchasing/Bids ([purchasingbids@jefferson.kyschools.us](mailto:purchasingbids@jefferson.kyschools.us)) no later than 4:00 p.m., Wednesday, August 9, 2017. All questions and responses will be posted on the JCPS website where this proposal is displayed by 4:00 p.m., Friday, August 11, 2017.

### ARTICLE 3 - DATE AND TIME OF CLOSING

- 3.1 Proposals will be received until **3:00 p.m., Eastern Time, Wednesday August 23, 2017**. All proposals must be received by the date and time designated in this proposal and none will be considered thereafter.
- 3.2 Any proposals received after scheduled time of opening will be returned unopened to the offeror.

### ARTICLE 4 - SUBMISSION OF PROPOSALS

- 4.1 Proposals must be mailed or delivered on or before the RFP opening date and time to Ken Popplewell, Director of Purchasing, C. B. Young, Jr., Service Center, 3001 Crittenden Drive, Bldg. 1, Room 164, Louisville, Kentucky 40209, in special envelopes supplied with this Request for Proposal.

All proposals will be opened in the Purchasing/Bid Department Conference Room of the C. B. Young, Jr., Service Center, 3001 Crittenden Drive, Louisville, Kentucky 40209. The Board of Education cannot assume the responsibility for any delay as a result of failure of the mail or delivery services to deliver proposals on time. The proposals will not be opened to the public nor be disclosed to unauthorized persons prior to the award of the contract. However, after award of the contract, all proposals shall be open to public inspection, subject to any continuing prohibition on the disclosure of confidential data. Any quotes received after scheduled time of opening will be returned unopened to the vendor.

**Any unauthorized contact with any other official or employee in connection with this Request for Proposal is prohibited and shall be cause for disqualification of the proposer.**

- 4.2 Submit one (1) original and four (4) copies of the proposal. Information must be labeled and submitted in the order identified in the RFP.
- 4.3 By submitting a proposal, the vendor is indicating that he/she has read, understands and agrees to all the specifications outlined in this proposal.
- 4.4 Each proposer by submission of proposal releases Jefferson County Public Schools, its Board of Education, employees and agents from any claims arising out of, or in any way related to, the RFP process and the selection of the provider.

### ARTICLE 5 - QUOTATION FORMS

- 5.1 Quotations shall be submitted on the **COST SCHEDULE FORMS** attached hereto.
- 5.2 All blanks on the RFP form shall be filled in and all support data shall be furnished. (Failure to do so will subject your quotation to rejection.)

- 5.3 The **COST SCHEDULE FORM** containing prices is to be submitted in the small envelope furnished with this RFP.
- 5.4 The **PROPOSAL FORM** outlining the materials and services to be furnished is to be submitted in the large envelope furnished with this RFP. **Do not include any pricing on the PROPOSAL FORM. If included this will be grounds for rejection.**
- 5.5 The small sealed envelope may be placed inside the large envelope. **Vendors may supply generic envelopes. Each should be marked “Proposal” (Large) or “Quotation” (Small).**
- 5.6 All prices and quotations must be in ink or typewritten. No pencil figures or erasures will be permitted. Mistakes are to be crossed out and corrections inserted adjacent thereto and initialed by person signing quote. Also, corrections made with correction tape or fluid are to be initialed.
- Quote unit prices in whole numbers only to the nearest cent. Fractional pricing will not be considered.
- 5.7 Both the **PROPOSAL FORM** and **COST SCHEDULE FORM** **must** be signed. Signature **must** be in ink (no pencil). No proposal can be signed after being opened. Any unsigned proposal will be rejected. A facsimile signature **must** be initialed in ink.

ARTICLE 6 - TELEGRAPHIC OR FACSIMILE QUOTES

Telegraphic or facsimile quotes are prohibited; any and all bids received electronically shall be considered a non-responsive quotation. Submittals (other than pricing) may be accepted by facsimile or email.

ARTICLE 7 - FAILURE TO RESPOND

Businesses that fail to respond to invitations for RFP or notices of availability on two (2) consecutive procurements of similar items may be removed from the applicable mailing list.

ARTICLE 8 - AWARD OF CONTRACT

- 8.1 Upon ascertaining that the proposals received from the offerors constitute a competitive range wherein the best interests of the school system shall be served, the contract will be awarded to the offeror submitting the best-evaluated proposal after the application of any reciprocal preference for resident bidders as required by the Kentucky Model Procurement Code.
- 8.2 Upon acceptance of a proposal by the School Board, the provider shall agree that service shall not be canceled without a 90-day written notification submitted to the Director of Purchasing prior to the cancellation.

ARTICLE 9 - RECIPROCAL PREFERENCE

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 proposals, Jefferson County Public Schools will apply a reciprocal preference against an Offeror submitting a 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.

## ARTICLE 10 - EVALUATION CRITERIA

The Purchasing/Bid staff will first evaluate proposals as being responsive or non-responsive based on the specifications provided. Second, a committee will evaluate proposals based on the information provided in the vendor's proposal and any other information requested in the evaluation process. The criteria for meeting the competitive range (and points for each) will determine the best evaluated proposal.

1. Proposed solution most closely matches the minimum requirements. 35 pts.
    - Describe for each product:
      - i. Volume
      - ii. Speed
      - iii. Resolution
      - iv. Features:
        1. Sheet-feed
        2. Text Stocks
        3. Coated/Un-coated
        4. Magnetic substrates
        5. Labels
        6. Vinyl
        7. High-capacity stacker
        8. Square-fold booklet-maker
        9. Load/unload media without interruption
      - v. Optional features:
        1. In-line punches
        2. Folders
        3. Other
  2. Ability to meet Agreement details. 25 pts.
    - Service/Support
    - Billing
    - Installation/Training
    - Project Management
    - Hard Drives
    - Trade-in credit Xerox iGen 3
  3. Total price and cost effectiveness of solution over 5-year lease agreement 40 pts.
- Total points available 100 pts.

## ARTICLE 11 - PERIOD OF CONTRACT

The actual period of the contract will be from September 12, 2017, or date of Board approval (whichever is later) through September 11, 2018 with four (4) annual renewals at the option of both parties, unless another period is agreed to by the Board and the successful Proposer.

## ARTICLE 12 - DISCUSSION OF PROPOSALS

- 12.1 The Contracting Officer may or may not conduct post negotiations of technical aspects of the proposals and/or prices after reviewing all proposals submitted. These negotiations will involve only offerors who submit proposals which fall within the competitive range.
- 12.2 The offeror's representative shall be qualified for answering and giving administrative and technical clarifications relative to the proposal.
- 12.3 Offerors submitting proposals categorized as unacceptable or not falling within the competitive range shall be so notified and said offerors will not be allowed to submit supplemental information amending the proposal. If an offeror has not been notified that his proposal has been found unacceptable or not falling within the competitive range, said offeror may submit supplemental information amending the proposal at any time until the closing date established by the Contracting Officer.



ARTICLE 13 - TREATMENT OF PROPOSALS

13.1 Proposals will not be open to the public nor be disclosed to unauthorized persons prior to award of contract.

However, after award of contract, all proposals shall be open to public inspection, subject to any continuing prohibition on the disclosure of confidential data which is designated as such in any proposal.

13.2 A contract may be awarded on the proposals as submitted or the Director of Purchasing may elect to negotiate as to technical performance or price, or both, with offerors whose proposals fall in the competitive range as defined in the RFP.

ARTICLE 14 - MODIFICATION OR WITHDRAWAL OF PROPOSAL

14.1 All proposals shall be valid for a period of sixty (60) days from the opening date to allow for tabulation, study, negotiation, and consideration by the JCPS Board or its designee. The proposer may withdraw a proposal, without prejudice, prior to the published opening date.

14.2 Prior to the closing date and time designated for receipt of proposals, proposals submitted early may be modified or withdrawn only by notice to the party receiving proposals at the place and prior to the closing time designated for receipt of proposals.

14.3 Any modification shall be so worded as not to reveal the amount of the original proposed sum. To do so will render the modification and original proposal invalid.

14.4 Withdrawn proposals may be resubmitted up to the closing time designated for the receipt of proposals provided that they are then fully in conformance with these instructions to offerors.

ARTICLE 15 - INTERPRETATION OR CORRECTION OF RFP'S

15.1 Offerors shall promptly notify the Director of Purchasing of any ambiguity, inconsistency or error which they may discover upon examination of the RFP's or of the local conditions.

15.2 Any interpretation, correction or change of the RFP will be made by addendum, issued by the Director of Purchasing. Interpretations, corrections or changes in the RFP made in any other manner will not be binding and offerors shall not rely upon such interpretations, corrections and changes.

ARTICLE 16 - ADDENDA

16.1 Addenda will be mailed or delivered to all who are known by the Director of Purchasing to have requested and were furnished RFP's.

16.2 Copies of addenda will be made available for inspection wherever RFP's are on file for that purpose.

16.3 No addenda will be issued later than seven (7) days prior to the date of receipt of proposals, except for postponing the date for receipt of proposals, or withdrawing the request for proposals.

16.4 Each offeror shall ascertain prior to submitting his proposal that he has received all addenda issued, and he shall acknowledge their receipt on the RFP form.

ARTICLE 17 - RIGHT TO REJECT

17.1 The Jefferson County Board of Education, reserves the right to reject any and all proposals where the best interests of the Board may be served, including the right to award a contract without any further discussion or negotiation with anyone proposing these services. The Jefferson County Board of Education also reserves the right to reject any proposal where evidence or information submitted by the vendor does not satisfy the Board of Education that the vendor is qualified to carry out the details of the contract.

17.2 Grounds for the rejection of proposals include, but shall not be limited to:

- (a) Failure of a proposal to conform to the essential requirements of the RFP.
- (b) Submitting a proposal which does not conform to the specifications contained or referenced in the RFP.

- (c) Submitting a proposal imposing conditions which would modify the terms and conditions of the RFP, or limit the offeror's liability to the Board on the contract awarded on the basis of such RFP.
- (d) Submitting a proposal determined by the Director of Purchasing in writing to be unreasonable as to price.
- (e) Proposals received from offerors determined not to be responsible offerors.
- (f) Proposals received from offerors determined not to be qualified based on current or on past performance on JCPS projects.

ARTICLE 18 - RIGHT TO WAIVE TECHNICALITIES OR IRREGULARITIES

- 18.1 The right to waive technicalities and minor irregularities in proposals shall be maintained and preserved in the case of all RFP's issued by the Board.
- 18.2 Technicalities or minor irregularities in proposals which may be waived when the Director of Purchasing determines that it will be in the Board's best interest to do so, are mere matters of form not affecting the material substance of proposal or some immaterial deviation from or variation in the precise requirements of the RFP and having none, or a trivial or negligible effect on price, quality, quantity or performance of the services being procured, the correction or waiver of which will not affect the relative standing of, or be otherwise prejudicial to other offerors. The Contracting Officer may either give an offeror an opportunity to cure any deficiency resulting from a technicality or minor irregularity in his proposal, or waive such deficiency where it is advantageous to the Board to do so.

ARTICLE 19 - CONFIDENTIAL DATA

- 19.1 Prospective offerors may designate those portions of the initial proposal which contain trade secrets or other proprietary data which is to remain confidential.
- 19.2 If the contracting officer does not agree with the confidentiality of such data, or any portion thereof, he shall inform the offeror in writing what portions of the proposal will be disclosed and that, unless the offeror protests the determination of the contracting officer in the manner designated in Article IX (Legal and Contractual Remedies) of the Board's Procurement Regulations, or unless the offeror withdraws his proposal as provided in subparagraph 3.10.1 of those regulations, the portions of the proposal so determined to be non-confidential will not be treated as confidential.

ARTICLE 20 - ACCEPTANCE BY BOARD

- 20.1 If awarded the contract, the prices will then be firm for the time period indicated in ARTICLE 11.
- 20.2 All prices and quotations must be in ink or typewritten. No pencil figures will be permitted. Mistakes are to be crossed out and corrections inserted adjacent thereto and initialed by person signing quote. Also, corrections made with correction tape or fluid are to be initialed.
- 20.3 It is the intent of the Director of Purchasing to award a contract in due course and after a reasonable proposal evaluation period to the most responsive and responsible offeror(s) considering all requirements set forth in the RFP, provided the acceptable proposed sum is within budgeted funds.
- 20.4 The right is reserved to reject any proposal where an investigation and evaluation of the offeror's qualifications would give reasonable doubt that the offeror could perform prompt and efficient completion of the work per the contract.

ARTICLE 21- CONTRACT - AGREEMENT BETWEEN BOARD AND CONTRACTOR

The final Contract between the Board and the successful Proposer shall be a combination of the specifications, terms and conditions of the RFP, any written clarifications or amendments made to the RFP, the offer contained in the successful proposal, and any additional contractual terms and conditions agreed to, mutually and in writing, by both parties.

ARTICLE 22 - TABULATIONS

Tabulations will be made by the Purchasing/Bid Department and each qualified offeror will be mailed a

formal tabulation after the Board has taken official action at the regularly scheduled Board meeting. Board meetings are normally held twice a month. Offerors are requested not to call the Purchasing/Bid Department for a tabulation.

**ARTICLE 23 - PRICES**

Prices quoted herein are to remain firm for the period of the contract. (See ARTICLE 11.)

**ARTICLE 24 - K.O.S.H.A. STANDARDS**

If applicable, all materials and services must meet or exceed K.O.S.H.A. (Kentucky Occupational & Safety Health Act) Standards.

**ARTICLE 25 - EXCUSE FOR NON-PERFORMANCE**

The successful offeror(s) shall be excused from performing hereunder during the time and to the extent that they are prevented from obtaining, delivering or performing in the customary way because of fire, strike, partial or total interruption of, loss or shortage of transportation facilities, lockout, commandeering of raw materials, products, plants or facilities by the government when satisfactory evidence thereof is presented to the other party providing it is satisfactorily established that the non-performance is not due to the fault or negligence of the party not performing.

**ARTICLE 26 - PENALTIES**

In case of default by the vendor, the Jefferson County Public Schools will follow procedures outlined in the Board's Model Procurement Regulations regarding termination for default, after which time the Board shall procure a substitute contractor which shall operate under the remainder of the existing contract breached by the contractor and the original contractor shall be liable for any and all excess costs incurred in the procurement of the substitute contractor.

**ARTICLE 27 - TAXES**

**27.1 KENTUCKY SALES AND/OR USE TAX**

- (a) Proposers are informed that service contracts of the Board of Education of Jefferson County, Kentucky are exempt from the provisions of the Kentucky Sales and/or Use Tax. Offeror will be furnished proper tax exemption certificates upon request.
- (b) All adjustments and allowances for the current sales and/or use tax shall be provided for in the quoted amount as no adjustments will be permitted and/or made after the fact.

**27.2 FEDERAL EXCISE TAX**

The Board of Education of Jefferson County, Kentucky is entitled to exemption from Federal Excise Tax. All proposers or contractors shall take this into consideration in their bid.

**27.3 DEDUCTIONS FOR TAXES, WORKER'S COMPENSATION, ETC.**

- (a) The contractor will be required to accept liability for payment of all payroll taxes or deductions required by local, state and federal law.
- (b) Worker's Compensation Insurance shall be carried to the full amount as required by Kentucky Statutes.

**ARTICLE 28 - NON-DISCRIMINATION**

During the performance of this Contract, the Seller agrees as follows:

- 28.1 The Seller shall not discriminate against any employee, applicant or subcontractor because of age, color, creed, handicap condition, marital or parental status, national origin, race, sex, veteran status, political opinion or affiliation. The Seller shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, color, creed, handicap condition, marital or parental status, national origin, race, sex, sexual orientation, gender identity, gender expression, veteran status, political opinion or affiliation. Such action shall include, although not limited to, the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including

apprenticeship. The Seller agrees to post in conspicuous places notices setting forth the provisions of this Equal Opportunity clause.

28.2 The Seller shall, in all solicitations and/or advertisements for employees placed by or on behalf of the Seller, state that all qualified applicants shall receive consideration for employment without regard to age, color, creed, handicap condition, marital or parental status, national origin, race, sex, sexual orientation, gender identity, gender expression, veteran status, political opinion or affiliation.

28.3 The Seller shall cause any subcontractor engaged to perform any services required by this Contract to include this Equal Opportunity clause in all solicitations, advertisements and employment practices it shall perform.

#### ARTICLE 29 - UTILIZATION OF MINORITY VENDORS

The utilization of minority vendors and subcontractors are encouraged, wherever possible, on public contracts. The contractor should make full efforts to locate minority business persons. For assistance in identifying minority offerors and subcontractors, contact the Kentucky Office for Minority Business Enterprises, 2316 Capitol Plaza Tower, Frankfort, Kentucky 40601, or Office of Equal Opportunity Contract Compliance, New Capitol Annex Building, Frankfort, Kentucky 40601.

#### ARTICLE 30 - SERVICES EVALUATION

If it is later established that said services fail to comply with these specifications and conditions, the contract will be canceled. This will be done only after offeror has been furnished (in writing) concerns regarding questionable deficiencies, and the problems have not been resolved.

#### ARTICLE 31 - REIMBURSEMENT/COSTS

JCPS will not reimburse offerors for costs associated with the preparation, submission or requested clarification of any proposal.

#### ARTICLE 32 - DELIVERY

Awarded contractor(s) may not add fuel surcharges or other miscellaneous charges to bid prices or invoices. All charges MUST be included in your bid price.

#### ARTICLE 33 - MISC.

Smoking or the use of any tobacco product is not permitted on any JCPS property. This prohibition includes all buildings and grounds and is in effect 24 hours a day, 7 days a week.

#### ARTICLE 34 - DATA SECURITY AND BREACH PROTOCOLS

Vendors that are provided by Jefferson County Public Schools with access to Personal Information as defined by and in accordance with Kentucky's Personal Information Security and Breach Investigation Act, KRS 61.931, et seq. (the "Act"), or that collect and maintain Personal Information on behalf of Jefferson County Public Schools, shall secure and protect the Personal Information and shall respond to any security breach relating to the Personal Information by, without limitation, complying with all requirements applicable to nonaffiliated third parties set forth in the Act and all requirements of this Article 34.

"Personal Information" is defined in accordance with KRS 61.931(6) as "an individual's first name or first initial and last name; personal mark; or unique biometric or genetic print or image, in combination with one or more of the following data elements:

- (a) An account, credit card number, or debit card number that, in combination with any required security code, accesscode or password, would permit access to an account;
- (b) A Social Security number;
- (c) A taxpayer identification number that incorporates a Social Security number;
- (d) A driver's license number, state identification card number or other individual identification number issued by an agency;
- (e) A passport number or other identification number issued by the United States government; or

(f) Individually Identifiable Information as defined in 45 C.F.R. sec. 160.013 (of the regulations under the Health Insurance Portability and Accountability Act), except for education records covered by the Family Education Rights and Privacy Act, as amended 20 U.S.C. sec 1232g.”

As provided in KRS 61.931(9)(a), a “security breach” means “1. The unauthorized acquisition, distribution, disclosure, destruction, manipulation, or release of unencrypted or unredacted records or data that compromises or the agency (Jefferson County Public Schools) or the nonaffiliated third party (the vendor) believes may compromise the security, confidentiality, or integrity of personal information and result in the likelihood of harm to one (1) or more individuals; or 2. the unauthorized acquisition, distribution, disclosure, destruction, manipulation, or release of encrypted records or data containing personal information along with the confidential process or key to unencrypt the records or data that compromises or the agency (Jefferson County Public Schools) or the nonaffiliated third party (the vendor) reasonably believes may compromise the security, confidentiality, or integrity of personal information and result in the likelihood of harm to one (1) or more individuals.”

As provided in KRS 61.931(5), a “nonaffiliated third party” means “Any person that (a) has a contract or agreement with an agency (Jefferson County Public Schools); and receives personal information from the agency (Jefferson County Public Schools) pursuant to the contract or agreement.”

The vendor hereby agrees to cooperate with the Jefferson County Public Schools and the Commonwealth in complying with the response, mitigation, correction, investigation, and notification requirements of the Act and this Article 34. Without limitation of the foregoing, the vendor agrees to the terms set forth below.

The vendor shall notify as soon as possible, but within seventy-two (72) hours, the Jefferson County Public Schools of a determination of or knowledge of a security breach relating to the Personal Information in the possession of the vendor, unless the exception set forth in KRS 61.932(2)(b)2 applies and the vendor abides by the requirements set forth in that exception. Notice shall be sent to the Jefferson County Public Schools Chief Business Officer, 3332 Newburg Road, Louisville, KY 40218, Phone (502) 485-3011, Fax: (502) 485-3674. The notice to JCPS shall include all information the vendor has with regard to the security breach at the time of notification.

The vendor hereby agrees to report, immediately and within twenty-four (24) hours, to the offices of the Jefferson County Public Schools Chief Financial Officer, Chief Operations Officer, Chief Business Officer, Director of Information Technology and Manager of Payroll and Cash Management of any known reasonably believed instances of missing data, data that has been inappropriately shared, or data taken off site. The vendor hereby agrees that the Jefferson County Public Schools may withhold payment(s) owed to the vendor for any violation of the Act or this Article 34.

In the event of a security breach relating to Personal Information, the vendor hereby agrees to undertake a prompt and reasonable investigation of any breach as required by KRS 61.933(1)(a)2 including all requirements of KRS 61.932(1)(b), and for providing notices required by KRS 61.933(1)(b) subject to the provisions of KRS 61.933(3). In such event, the vendor will satisfy the notification deadlines in KRS 61.933(1)(b) but the vendor will ensure that Jefferson County Public Schools has the opportunity to review and approve all notices to be sent. Jefferson County Public Schools will have the opportunity to review any report produced as the result of the investigation. The vendor will be fully responsible for all costs associated with compliance by the vendor and Jefferson County Public Schools with the provisions of KRS 61.931 et seq., and any other Federal or state law including the law of any other state, as the result of a security breach hereunder.

If the vendor is required by federal law or regulation to conduct security breach investigations or to make notifications of security breaches, or both, as a result of the vendor’s unauthorized disclosure of one (1) or more data elements of Personal Information that is the same as one (1) or more of the data elements of Personal Information listed in KRS 61.931(6)(a) to (f), the vendor shall meet the requirements of the Act by providing to Jefferson County Public Schools a copy of any and all reports and investigations relating to such security breach investigations or notifications that are required to be made by federal law or regulations. This paragraph shall not apply if the security breach includes the unauthorized disclosure of data elements that are not covered by federal law or regulation but are listed in KRS 61.931(6)(a) to (f).

In accordance with KRS 61.932(2)(a), the vendor shall implement, maintain, and update security and breach investigation procedures that are appropriate to the nature of the information disclosed, that are at least as stringent as the security and breach investigation procedures and practices established by the Commonwealth Office of Technology:

<http://technology.ky.gov/ciso/Pages/InformationSecurityPolicies,StandardsandProcedures.aspx>

and that are reasonably designed to protect the Personal Information from unauthorized access, use, modification, disclosure, manipulation, or destruction.

### **Student Data Security**

Pursuant to KRS 365.734 (House Bill 232 (2014)), if the vendor is a cloud computing service provider (as defined in KRS 365.734(1)(b) as “any person or entity other than an educational institution that operates a cloud computing service,” which is defined in KRS 365.734(1)(a) as “a service that provides, and that is marketed and designed to provide, an educational institution with account-based access to online computing services”), or, through service to Jefferson County Public Schools, becomes the equivalent of a cloud computing service provider, the vendor does further agree that:

- The vendor shall not process student data for any purpose other than providing, improving, developing, or maintaining the integrity of its cloud computing services, unless the vendor receives express permission from the student’s parent. The vendor shall work with the student’s school and district to determine the best method of collecting parental permission. KRS 365.734 defines “process” and “student data”.
- With a written agreement for educational research, the vendor may assist Jefferson County Public Schools to conduct educational research as permitted by the Family Education Rights and Privacy Act of 1974, as amended, 20 U.S.C. sec.1232g.
- Pursuant to KRS 365.734, the vendor shall not in any case process student data to advertise or facilitate advertising or to create or correct an individual or household profile for any advertisement purposes.
- Pursuant to KRS 365.734, the vendor shall not sell, disclose, or otherwise process student data for any commercial purpose.
- Pursuant to KRS 365.734, the vendor shall certify in writing to the Jefferson County Public Schools that it will comply with KRS 365.734(2).

#### **ARTICLE 35 - FINAL DISPOSITION OF JCPS DATA**

The Contractor agrees, upon termination, cancellation, expiration, or other conclusion of this Contract JCPS data will be made available to JCPS in the format requested by the Board. The Contractor also agrees, that upon termination, cancellation, expiration, or other conclusion of this Contract, and after making JCPS data available to JCPS in the format requested by the Board, the Contractor shall erase, destroy, and render unreadable and infeasible for recovery or re-use, all JCPS data, regardless of its format, mode of storage or location, including such data that may have been provided to the contractor’s employees, subcontractors, agents, or other affiliated persons or entities, according to the standards enumerated in NIST Publication 800-88, and certify in writing that these actions have been completed, within 30 days of the termination, cancellation, expiration, or other conclusion of this Contract, or within 7 days of receiving the written request of the Chief Financial Officer or the Chief of Data Management, Planning and Program Evaluation of JCPS, whichever shall come first.

#### **ARTICLE 36 - TERMINATION**

Contracts may be terminated by the Board for default or convenience as outlined in the Procurement Regulations.

#### **ARTICLE 37 - PENALTY**

The designated supplier(s) reciprocally agrees to provide total requirements as listed herein, thereby minimizing occurrences when a school district may have to seek other interim product sources. Failure to deliver 100% of the items on this list -- within 48 hours -- shall be considered a default.

A successful bidder must have proven (or believable) record of service, particularly with respect to delivering all items on a regularly scheduled basis, at favorable prices. A distributor may be designated as unacceptable if the requirements listed herein have been previously violated and/or poor communications exist between the seller and the school district.

Modifications, additions, or changes to the terms and conditions of this Invitation to Bid may be a cause for rejection of a bid. Bidders are requested to submit all bids on the school District's official forms. Bids submitted on company forms may be rejected.

**ARTICLE 38 - CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

In accordance with Federal Acquisition Regulation 52.209-5, the vendor shall certify, by submitting the solicitation, that to the best of its knowledge and belief, the vendor and/or its principals is (are) not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any State or Federal agency.

“Principals”, for the purposes of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of subsidiary, division, or business segment, and similar positions.)

**ARTICLE 39 - COST REIMBURSABLE CONTRACTS**

The following conditions apply to cost reimbursable contracts:

- Allowable costs will be paid from the nonprofit school food service account to the contractor net of all discounts, rebates and other applicable credits accruing to or received by the contractor or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the school food authority;
- The contractor must separately identify for each cost submitted for payment to the school food authority the amount of that cost that is allowable (can be paid from the nonprofit school food service account) and the amount that is unallowable (cannot be paid from the nonprofit school food service account);
- The contractor must exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification;
- The contractor's determination of its allowable costs must be made in compliance with the applicable Departmental and Program regulations and Office of Management and Budget cost circulars;
- The contractor must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the school food authority for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. If approved by the State agency, the school food authority may permit the contractor to report this information on a less frequent basis than monthly, but no less frequently than annually;
- The contractor must identify the method by which it will report discounts, rebates and other applicable credits allocable to the contract that are not reported prior to conclusion of the contract; and
- The Contractor must maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation upon request to the school food authority, the State agency, or the Department.

Prohibited expenditures. No expenditure may be made from the nonprofit school food service account for any cost resulting from a cost reimbursable contract that fails to include the requirements of this section, nor may any expenditure be made from the nonprofit contractor receiving payments in excess of the contractor's actual net allowable costs.

## **SPECIFICATIONS**

The Materials Production Department of the Jefferson County Public Schools (“JCPS”) is searching for a High-Speed Production Digital Color printing solution. Due to limited square footage, we are searching for a solution that will help us grow by allowing us to produce more impressions in a smaller foot print. We currently have 2 small black and white Xerox 4127 printers, a Xerox 700i, and a Xerox iGen3 that we wish to replace. We would like to reduce the number of machines from 4 to 2, while increasing our print output.

The desired solution would be Inkjet and/or Toner based or combination thereof that provides the most efficient cost printing for the district. One machine should be a high speed/high output digital color sheet feed machine, preferably inkjet, and the other would be a digital color toner based sheet feed machine to handle large coverage area prints and specialty substrates (e.g. magnets, polyester, labels) as well as be a backup for the other machine.

### **Minimum Machine Requirements**

- Black Volume – 15,600,000 per year with click charge for additional impressions
- Color Volume – 2,400,000 per year with click charge for additional impressions
- Minimum resolution of 600x600 dpi
- Machines must handle a minimum cut sheet size of 8.5” x 11” with the option to run up to 13” x 19” / 14” x 20”
- Machines must be sheet-fed with the ability run coated cover and text stocks up to 100 lbs., un-coated cover and text stocks up to 110 lbs., up to 14 mil poly paper, coated/un-coated vinyl and paper labels, magnetic substrates, textured stocks up 110 lbs. (ex. linen stock)
- Machines must have high-capacity stacker, square-fold booklet-maker, and allow for loading-unloading of print stock without interruption of production
- Machines must offer an option to add in-line punches, folders as desired/needed in the future
- Approximate print speed of 110 impressions per minute

### **Required Agreement Details**

- Service – 2-hour response, five days a week (Monday through Friday)
- Billing – One monthly statement for both machines that clearly states all charges. We would like to have the Monthly lease, service, and toner/ink included in the per click charge. If it isn’t included or can’t be, please provide a clear break down and cost for each.
- Installation/Training – Vendor lease price to include shipping, installation, and operator training for new machines.
- Technical Specs – Vendor to provide technical installation diagram and environmental requirements needed for each device
- Project Manager – Vendor will provide a project manager to oversee/coordinate installation to ensure the least amount of down-time for the department
- Hard Drives – Vendor to destroy hard drives at end of the lease and provide certificate of destruction to JCPS
- Lease Agreement – Vendor to provide a 5-year lease with option for up to five, one-year lease extensions at the option of both parties; agreement to cover service calls, repairs, parts, and consumables; and include options for JCPS to cancel at any time for convenience or cause
- Trade in Xerox iGen3 – Proposers must offer trade-in of iGen3 which will include de-installation, full removal, and destruction of hard drive with certificate of destruction provided to JCPS. The trade-in value of the iGen3 must be shown in your Cost Proposal.



**CERTIFICATE OF INSURANCE REQUIREMENT**

Failure to submit the certificate of insurance with your response **MAY** subject your proposal to rejection. The contractor shall furnish a certificate of insurance in accordance with the requirements set forth below. The contractor agrees that required insurance shall not be cancelled or allowed to lapse during the term of any awarded contract without prior written notification to Jefferson County Public School. **The certificate of insurance shall name the Board of Education of Jefferson County as additional insured in the Description of Operations section of the Certificate of Insurance which shall read:**

**Board of Education of Jefferson County**  
**Attn: Insurance/Real Estate Dept.**  
**3332 Newburg Road**  
**Louisville, Kentucky 40218**

**INSURANCE REQUIREMENTS:**

**CONTRACTOR’S LIABILITY INSURANCE:**

The insurance required shall be written for not less than the following limits or greater if required by law:

1. Workers Compensation:
  - a. State Statutory
  - b. Applicable Federal (e.g. Longshoreman’s) Statutory
  - c. Employer’s Liability \$100,000.00
  
2. Comprehensive or Commercial General Liability (including Premises-Operations; Independent Contractor’s Protection; Product Liability and Completed Operations; Broad Form Property Damage):
  - a. General Aggregate (Except Products-Completed Operations) \$2,000,000.00
  - b. Products-Completed Operations Aggregate \$1,000,000.00
  - c. Personal/Advertising Injury (Per Person/Organization) \$1,000,000.00
  - d. Each Occurrence (Bodily Injury and Property Damage) \$1,000,000.00
  - e. Limit per Person Medical Expense \$ 5,000.00
  - f. Exclusions of Property in Contractor’s Care, Custody or Control will be eliminated.
  - g. Property Damage Liability Insurance will provide coverage for explosion, collapse and underground damage.
  
3. Contractual Liability:
  - a. General Aggregate: \$2,000,000.00
  - b. Each Occurrence (Bodily Injury and Property Damage) \$1,000,000.00
  
4. Automobile Liability: (Commercial Vehicles)
  - a. Bodily Injury (Combined single limit) \$ 20,000.00
  - b. Property Damage (Combined single limit) \$1,000,000.00
  - c. Commercial Buses \$10,000,000.00
  
5. Professional Liability (for architectural or construction management services)
 

Per occurrence	\$1,000,000.00
Annual aggregate	\$2,000,000.00
  
6. Cyber Insurance: (If contractual requirement exists.) \$5,000,000.00

(Per 702 KAR 4:160. Capital construction, sections 4 & 5) Revised 1/4/16

**P R O P O S A L F O R M**

**HIGH-SPEED PRINTING SOLUTION**

TO: Ken Popplewell  
Director of Purchasing  
Jefferson County Public Schools  
C. B. Young, Jr., Service Center  
3001 Crittenden Drive  
Louisville, KY 40209-1104

Attached to this **PROPOSAL FORM**, offeror is to outline his proposal including (but not limited to) the information requested on the following pages.

**NO COSTS ARE TO BE INCLUDED ON THE PROPOSAL FORMS. THE COSTS ARE TO BE LISTED ON THE COST SCHEDULE FORMS.**

THE **PROPOSAL FORMS** ARE TO BE SUBMITTED IN THE **LARGE** ENVELOPE FURNISHED WITH THIS PROPOSAL.

THIS PROPOSAL SUBMITTED BY:

\_\_\_\_\_  
\*(Signature of Proposer)

\_\_\_\_\_  
(Name of Proposer - Print Legibly)

\_\_\_\_\_  
(Address of Proposer)

Date \_\_\_\_\_ Telephone \_\_\_\_\_

Area Code \_\_\_\_\_

\_\_\_\_\_  
(Name of Company)

NOTE: A facsimile signature must be initialed in ink.

\* If this form is not signed bid **SHALL** be rejected.

**RESPONSES**

**HIGH-SPEED PRINTING SOLUTION**

Provide an introductory letter giving a brief description of scope, limitations and exceptions (operational and equipment), and the extent of what is to be proposed.

JCPS Required Documentation:

1. Please provide a summary of the proposed solution including details for each product and how the solution (and each product) meets all the desired minimum requirements.
2. Please provide a summary of how you will comply with each item in the Required Agreement Details section of the Specifications.

**VENDOR CHECKLIST**

Please ensure that you have submitted each of the following documents with your response.

**SUBMIT IN ADVANCE:**

\_\_\_\_\_ Pre-Proposal Questions (Page 6)

**SUBMIT IN LARGE ENVELOPE** (*do not include any pricing information*)

- \_\_\_\_\_ Certificate of Insurance Requirement (Page 17)
- \_\_\_\_\_ Proposal Form (Page 18)
- \_\_\_\_\_ Responses (Page 19)
- \_\_\_\_\_ Completed Vendor Checklist (Page 20)
- \_\_\_\_\_ Resident Vendor Affidavit – if applicable (Page 21)
- \_\_\_\_\_ Required Vendor Information (Page 22)
- \_\_\_\_\_ Bidder must submit a current W-9 form with response

**SUBMIT IN SEALED SMALL ENVELOPE:**

- \_\_\_\_\_ Cost Schedule Cover Form (Page 23)
- \_\_\_\_\_ Cost Schedule Form with Pricing (Page 24)

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

**If claiming Kentucky residency status, this completed form must be NOTARIZED and submitted with your response.**

Purchasing/Bid Department  
C. B. Young, Jr., Service Center  
3001 Crittenden Drive  
Louisville, Kentucky 40209 Phone: (502)485-3167 Fax: (502)485-6446

**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.

Jefferson County Public Schools 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 VENDOR INFORMATION

**It is important that you supply the following information and submit this form with your response.**

Purchasing/Bid Department  
C. B. Young, Jr., Service Center  
3001 Crittenden Drive  
Louisville, Kentucky 40209  
Phone: (502)485-3167  
Fax: (502)485-6446

1. The Jefferson County Board of Education needs confirmation from your company of compliance and/or intent to comply with the Federal, State, Local and Board regulations for Non-Discrimination on any and all contracts awarded by the Board of Education. We need to know if your company is a minority owned business.
  - (a) Is your company complying with Federal regulation relating to Non-Discrimination? **Yes**\_\_\_\_**No**\_\_\_\_
  - (b) Is your company a minority owned business? **Yes**\_\_\_\_**No**\_\_\_\_
2. Provide your company's complete **PURCHASE ORDER MAILING ADDRESS** information including name of company, street and/or P.O. Box, city, state, zip code and phone number. \_\_\_\_\_  
\_\_\_\_\_
3. Provide your company's complete **PAYMENT REMIT ADDRESS** information including name of company, street and/or P.O. Box, city, state, zip code and phone number. \_\_\_\_\_  
\_\_\_\_\_
4. Provide a completed current W-9 Form with your response.

**NOTES:**

**By submitting a response vendor confirms they have read, understand, and agree to all terms and conditions of this Request for Proposal.**

**Failure to provide all required information may subject your proposal to rejection.**

**C O S T S C H E D U L E C O V E R F O R M**

**COMPETITIVE NEGOTIATION FOR HIGH-SPEED PRINTING SOLUTION**

TO: Ken Popplewell  
Director of Purchasing  
Jefferson County Public Schools  
C. B. Young, Jr., Service Center  
3001 Crittenden Drive  
Louisville, Kentucky 40209-1104

These Cost Schedule Forms shall be used in submitting a quote for the services listed herein. Copies will be furnished upon request by the authority issuing the Contract Documents.

THE **COST SCHEDULE FORMS** ARE TO BE SUBMITTED IN THE SMALL ENVELOPE FURNISHED WITH THIS PROPOSAL.

THIS PROPOSAL SUBMITTED BY:

\_\_\_\_\_  
\*(Signature of Proposer)

\_\_\_\_\_  
(Name of Proposer - Print Legibly)

\_\_\_\_\_  
(Address of Proposer)

Date \_\_\_\_\_ Telephone \_\_\_\_\_

Area Code \_\_\_\_\_

\_\_\_\_\_  
(Name of Company)

NOTE: A facsimile signature must be initialed in ink.

The Proposer hereby acknowledges receipt of the following addenda:

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_ Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_ Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

(If none has been issued and received, insert the word, "none.")

\* If this form is not signed bid **SHALL** be rejected.

**C O S T S C H E D U L E F O R M**

**COMPETITIVE NEGOTIATION FOR HIGH-SPEED PRINTING SOLUTION**

Notes: The bid shall be awarded to the best evaluated offeror submitting a proposal meeting all specifications and conditions as outlined in this request for proposal.

**Failure to provide all required information may subject your bid to rejection.**

**Bids must be typewritten or printed neatly in ink. If information cannot be easily determined, your bid shall be subject to rejection.**

**No alternate bids will be accepted. Only one bid per item will be accepted on this proposal.**

**This form is to be used to submit pricing information. It must be in a separately sealed envelope from the rest of the submission. Cost is reviewed in the second phase of the evaluation process.**

Provide a summary of the total price broken down by monthly billing charges and all associated fees. Please show the trade-in credit.

- 1. Total monthly lease cost for machines proposed. \$ \_\_\_\_\_  
(Must include installation/training, project management,  
trade-in credit for Xerox iGen3, and the following minimum click charges:  
15,600,000 - Black and 2,400,000 - Color)
- 2. Click charge for clicks over minimum Black \$ \_\_\_\_\_
- 3. Click charge for clicks over minimum Color \$ \_\_\_\_\_
- 4. Monthly Service / supply charge \$ \_\_\_\_\_

Please state Trade-in credit allowed for Xerox iGen3. \$ \_\_\_\_\_