SCHOLASTIC

Scholastic Library Publishing
Grolier • Children's Press • Franklin Watts • Grolier Online
90 Old Sherman Turnpike, Danbury, CT 06816, 203-797-3500
www.scholastic.com/librarypublishing

Copy

9/26/2006

Ms. Pam Hodelka
Louisville/Jefferson Co Metro Government (Louisville Free Public Library)
617 West Jefferson Street
Louisville, KY 40202

**RE: BID REQUEST NUMBER: 1081 Professional Service Contract for Books**
**DUE: 10/06/06 3:00pm**

Dear Ms. Hodelka:

Thank you for inviting Scholastic Library Publishing, Inc. (formerly Grolier Publishing) to bid on providing books for Louisville/Jefferson Co Metro Government (Louisville Free Public Library).

The following discounts from list price are being offered to you through 11/01/07.

| | |
|---|---|
| • Reinforced Library Binding (Children's Press ®, Franklin Watts ®, Selected Scholastic titles) | 30% |
| • Trade Binding (Selected Scholastic titles) | 40% * |
| • Reinforced Library Binding (Grolier Reference) | per catalog |
| • Weston Woods | per catalog |

**Scholastic Library Publishing, Inc. Offers:**

- FREE "Standard" MARC Records (Standard=requires no data manipulation)

**Advantages of Purchasing Directly from Scholastic Library Publishing, Inc.:**

- Order delivery within 10-14 days after acceptance of order, when product is in stock (non-library processed).
- Full library processing services are available. Please see our catalog for library processing options available to you. If you have specific need that are not listed in our catalog, please contact our Customer Service Department at 1-800-621-1115 for pricing and availability of the options you require.
- Orders may be placed in writing, through our web site www.scholastic.com/librarypublishing, by calling or faxing your purchase order directly to our Customer Service Department or through your direct sales representative.
- Refer to the sole source information attached and the enclosed catalog for further details.

***Contact your direct sales representative for details.**

**Scholastic Library Publishing, Inc. Also Offers**

Additional discounts are available on certain series from Children's Press® and Franklin Watts® by purchasing through standing orders. Series available at 35% or more off list price: *A Rookie Reader Skill Sets, A to Z, Getting to know the U.S. Presidents, Enchantment of the World, Second Series, Cornerstones of Freedom, Second Series* and more. Contact your Grolier direct sales representative for more details.

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Please send written confirmation of acceptance within 60 days of the opening date in order to ensure that your discounts are accurate.

Thank you for taking the time to evaluate our information. Please send all information regarding bids & contracts directly to my attention at 90 Old Sherman Turnpike, Danbury, CT 06816. If you have any questions, please feel free to contact me at 800-621-1115 x6951.

Sincerely,

Kathy Brown

Kathy Brown
Bids & Contracts Coordinator

cc: Thurman Brooks - Sales Representative
Vicky Baker - Regional Director
Scholastic, Legal Department

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## Contact Information for Scholastic Library Publishing, Inc.

**Children's Press, Franklin Watts, Selected Scholastic Titles, & Grolier Reference Books**

**Customer Service**
School & Library Cust. Svce.
PO Box 1795
Danbury, CT 06816
Phone: 800-621-1115 ext. 4224
Phone: 203-796-2660
Fax: 203-797-3657

**Direct Sales Representative**
Mr. Thurman Brooks
1126 Spring Valley Drive
Huntington, WV 25701
Phone: 304-429-4914
Fax: 304-429-4914
E:mail: tbrooks@scholasticlibrary.com

**Regional Director**
Ms. Vicky Baker
114 Bennett's Creek Landing
Suffolk, VA 23435
Phone: 757-638-5439
Fax: 757-638-5436

**Remit Address**
Accounts Receivable
PO Box 34573
Newark, NJ 07189
Phone: 888-724-9638
Fax: 800-914-9150

SCHOLASTIC

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90 Old Sherman Turnpike, Danbury, CT 06816, 203-797-3500
www.scholastic.com/librarypublishing

May 15, 2006

**RE: SOLE SOURCE STATUS OF GROLIER REFERENCE PRODUCTS**

Attached, for your information, is a list of reference books and items that are available **exclusively** from **Scholastic Library Publishing (formerly Grolier Publishing)**.

Scholastic Library Publishing is the **publisher and/or sole source supplier** of these reference materials and online services to the school and library market.

Full pricing information may be obtained from your local Scholastic Library Publishing sales representative or from the company directly. Please call 800-621-1115 ext. 4220 for the name and phone number of your local sales representative.

We thank you for your interest in our publications.

Sincerely,

Allison Henderson
Vice President-Finance

## PRINT

African American Biographies
Amazing Animals of the World 2
Amazing Animals of the World 3
America Speaks
American Scene, The-Lives
Ancient Civilizations
Animal Families
Biology Matters!
Chemistry Matters!
Civil War, The
Crafts for Kids
Diseases-3rd edition
Dress through the Ages
Economics
Elements (3 Vol.)
Elements (18 Vol.)
Encyclopedia Americana 2006
Explorers and Exploration, The Grolier Student Library of
Extinct Species
Fiesta! 1
Fiesta! 2
Fiesta! 3
Flags of the World
Flash Focus
Frontier America
Grolier Student Encyclopedia
Health Matters!
Hispanic American Biographies
History of Science
Industrial Revolution
Inside a …
Lands and Peoples 2005
Literary Lifelines
Mapping the World
Materials Science
Math Matters
Medieval World
Nature's Children 1, 2, 3, 4, 5, 6, 7, & 8
New Book of Knowledge, The 2006
Nueva enciclopedia Cumbre
Peoples of North America
Physics Matters!
Plants and Plant Life
Popular Science, The 2006 New Book of
Pro/Con 1
Pro/Con 2
Pro/Con 3
Pro/Con 4
Psychology
Reformation, Exploration and Empire
Renaissance
Revolutionary War, The
Riches of the Earth
Science Activities
Science Matters!
Space Science
Story of Music, The
Timelines of History
Timelines of Science and Technology
Under the Microscope: Science Tools
U.S.A. Fifties
U.S.A. Sixties
U.S.A. Twenties
Visual Science Encyclopedia
Weather Watch
World of Animals: Amphibians and Reptiles
World of Animals: Birds
World of Animals: Fish
World of Animals: Insects & Other Invertebrates
World of Animals: Mammals
World of Animals Cumulative Index
World War II
Young Nation, The

## ONLINE

Encyclopedia Americana
Grolier Multimedia Encyclopedia
La Nueva Enciclopedia Cumbre
Lands and Peoples
New Book of Knowledge, The
Popular Science, The New Book of
America the Beautiful

# Request For Proposal

Louisville/Jefferson Co Metro Government

| Bid Number: | 1081 |
|---|---|

| Revision: | 0 |
|---|---|
| Date: | 18-SEP-06 |

Sealed bids will be received until 3.00 PM and publicly opened and all bid prices read aloud at that hour on date specified and under following conditions:

Bids received after 3.00 PM on Reply By Date will not be opened.

Bids must be signed by individuals or firms making bid. Samples to be submitted if requested. The right is reserved to select the lowest and best bid, also to reject any or all bids or any part thereof.

On proposals amounting to $2000.00 or over, successful bidder may be required to execute and give performance bond for full amount of same by a Surety Company authorized to do business in the Commonwealth of Kentucky before order is issued.

All items quoted are considered F.O.B. Delivered, unless otherwise stated.

**Mark envelope with Bid Number, Reply By Date and Address to:**

Metro Purchasing Department
617 West Jefferson Street
Louisville, KY 40202

**Reply By:** 06-OCT-06

| # | Description |
|---|---|
| 1 | **Request for Price Proposals for Professional Service Contract for Books** |

**No Pre-Bid Conference**

DELIVERY TIME: 10-14 Days Non Library Processed
21-30 Days Library Processed
(# of days A.R.O.)

We guarantee all the above named goods to be first-class and equal in every particular to above specification. Delivery to be made immediately on advice of acceptance unless otherwise specified.

**UNSIGNED BIDS WILL NOT BE CONSIDERED**

FIRM NAME: Scholastic Library Publishing, I
OFFICIAL'S SIGNATURE: Kathy Burn
ADDRESS: 90 Old Sherman Turnpike
Danbury, CT 06816
PHONE: 800-621-1115
DATE: 9/25/06

# Request For Proposal

Louisville/Jefferson Co Metro Government

Bid#: 1081

Standard Text

SUBMIT BIDS WITH A COMPLETE ORIGINAL (please mark as original) AND THREE COPIES. All three copies should be complete copies of your original bid. Failure to submit ALL forms and information required in specifications may be reason for disqualification.
The Successful Bidder will be required to furnish insurance coverage as stated in the specifications.

Any inquiries on this Bid/RFP after the opening date shall be addressed in writing to:

Director of Purchasing
Louisville Metro Purchasing
617 West Jefferson Street
Louisville, KY 40202

If you have any questions concerning the Purchasing Requirements of this solicitation please call Pam Hodelka at (502) 574-5533.

## STANDARD TEXT

Participation by minority business entities and/or utilization by contractors of minority business entities as subcontractors, if the instant contract requires or warrants the use of subcontractors, is encouraged and will be a consideration in determining the award of this contract. All questions regarding pre-qualification and certification should be directed to the Louisville/Jefferson County Metro Government Human Relations Commission at (502) 574-3631.

General contractors must show good faith effort in obtaining bids from minority, female and handicapped subcontractors. Acceptable proof is return mail receipt or a written 'NO BID'. Leaving phone messages is not acceptable. General contractors must include bids from subcontractors with their Invitations for Bid and subcontractors cannot be changed without approval of the requesting Metro Department and the Director of the Human Relations Commission.

The successful bidder:
1. Must have an approved Affirmative Action Plan.
2. Must furnish the Metro Government with a copy of all subcontractors on all Metro Government jobs.
3. All contractors on Metro Government jobs shall be required to furnish monthly work force analysis sheets.
4. The Metro Government representative must have access to the worksite.
The Metro Government representative must have reasonable access to contractor's personnel records.

Samples or additional information may be requested by the Purchasing Division for evaluation purposes.

Bidders should not include sales tax as a separate item. Any sales tax should be included in the overall bid. The Metro Government does not reimburse for sales tax, nor does the Metro Government pay sales tax.

If applicable, descriptive literature should be included on all items bid.

Please indicate your Louisville/Jefferson County Metro Government Revenue Commission Number 018113 and your Federal Tax Identification Number 06-1226353. If you are a Metro Government vendor or you are doing business in Metro Louisville, you should already be registered with the Revenue Commission and have all of your required taxes paid. If you become the successful vendor, you must be properly registered with the Revenue Commission and have all of your required taxes paid prior to the award of this contract. For further information please call Linda Burt of the Revenue Commission at (502) 574-4875.

Ordinance #16, Series 1987, concerning the requirement for an Affirmative Action Plan for contractors and vendors doing business with Louisville/Jefferson County Metro Government, shall apply to this Notice for Bids. Any questions concerning the ordinance should be directed to the Human Relations Commission at (502) 574-3631.

All prices quoted are to be F.O.B. Delivered to Destination.

BID PRICES ARE TO BE FIRM FOR A MINIMUM OF SIXTY (60) DAYS FROM BID OPENING DATE

Please include your FAX number 866-783-4361.

Time discounts or cash discounts shall not be considered in award evaluation.

Delivery time may be an evaluation factor in award of the Invitation for Bid/Price Inquiry/Proposal.

(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 therefore, 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 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, 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 therefore.

(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) The prohibition against conflicts of interest and gratuities and kickbacks shall be conspicuously set forth in every local public agency written contract and solicitation therefore.
(5) 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.

The mentioned manufacturer's names and model numbers are used only to indicate type and quality of merchandise needed and are in no way intended to limit bidding

Assignment of Contract: The bidder shall not assign or subcontract any portion of the contract without the express written consent of the Louisville/Jefferson County Metro Government. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that the Metro Government shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of the Metro Government.

Payment Terms will be Net 30. Metro Government does not pay late fees or finance charges.

Submitted bids shall be for a firm, fixed price.

Inquiries on this Bid/RFP after the opening date shall be directed in writing to:
Director of Purchasing
617 West Jefferson Street
Louisville, KY 40202

**Louisville/Jefferson Co Metro Government CONDITIONS**

1. Unless otherwise stated in the specifications, no bidder will be permitted to withdraw their bid until sixty calendar days after the opening date of this proposal.

2. Where this invitation covers two or more items for which unit prices are quoted, the Metro Government reserves the right to accept or reject any portion of the bid and to award purchase orders to the Metro Government's best advantage.

3. Prices quoted are to be exclusive of the State and Federal Excise Tax from which the Metro Government are exempt.

4. Explanation: Should a prospective bidder find discrepancy in or omissions from the specifications, or be in doubt as to their meanings, he/she shall at once notify the Metro Purchasing Director who shall send written instructions to all prospective bidders. The Metro Government will not be responsible for any oral instructions.

5. All commodities furnished are subject to inspection at the point of delivery by a representative of the Metro Government. All rejected supplies will be returned at vendor's expense.

6. By signature on the face of this bid the bidder expressly states that no fee/attorney's fee, commission, allowance, gratuity, reward, gift, promise or compensation of any kind has been made or paid or will be made or paid in connections with this transaction or any matters arising out of or pertaining to same.

7. The Bidder is requested to show both unit prices and lot prices. In the event of any error the unit price Bid shall prevail.

8. The Metro Purchasing Director reserves the right to waive any formality and/or technicality in any Bid if such waiver is to the Metro Government's advantage.

9. Bids shall be submitted on the forms provided and must be signed by the bidder or an authorized representative. Any corrections to entries made on bid forms should be initiated by the person signing the bid.

10. Bids must be submitted as directed in the Invitation for Bids.

11. Bids shall be submitted prior to the time fixed in the Invitation for Bids.

12. If more than one bid is offered on the same item by one party, or by any person or persons representating a party, all such bids shall be rejected.

13. The owner reserves the right to reject any and all bids.

14. The bidder to whom award is made may enter into a written contract with the Metro Government within the time specified in the Invitation. All insurance requirements including performance and payment bonds shall be furnished the time of signing the formal agreement.

15. The contractor agrees that in the performance of this agreement with the Metro Government, he/she will not discriminate against any workers because of race, creed, color, religion, national origin, handicap or sex and will comply with all applicable Federal, State or local laws and regulation prohibiting such discrimination. The aforesaid provision shall include, but not be limited to the following: Employment and upgrading, demolition or transfer, recruitment and recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, selection for training including apprenticeship.The contractor agrees to post

thereafter in conspicuous places, available for employees and all applicants for employment, notices setting forth the provisions of the above non-discrimination clause. The contractor further agrees to insert the foregoing provision in all sub-contracts hereunder.

16. PATENT INFRINGEMENT - The supplier/contractor must indemnify the Metro Purchasing Department against all damages and expenses resulting from patent infringement.

## PLEASE READ CAREFULLY

This Invitation for Bids contains a signature page at the end of the document. By signing the signature page, the Bidder agrees to be bound by the following terms and conditions:

Bidder agrees that this document shall become the final contract and shall be legally bound by the bid document including all terms, conditions and specifications contained in the Invitation for Bids.

Bidder acknowledges that the individual signing the bid document for the Bidder has the authority to contractually and legally bind Bidder to the bid document and all terms, conditions and specifications contained therein.

Once this Invitation for Bids document has been signed and received by the Purchasing Department of the Metro Government, Bidder will not be allowed to change, alter, amend or withdraw their bid except with the express permission of the Director of Purchasing or in accordance to law.

In accordance with Condition #2 attached to the Invitation, if the award is divided among or between vendors, written notification will be given to each vendor of the specific items covered on their respective contracts.

## SIGNATURE PAGE

Kathy Bem

Contractor (Please sign here and type in company name on line immediately below. Please leave all other lines blank)

Scholastic Library Publishing, Inc.

Company Name

Director of Purchasing

Contract Term:

Effective: _____

Expires: _____

Items Covered:

All: _____

See Attached: _____

The Invitation for Bid and response will become part of the contract

## LIVING WAGE PREFERENCE

Ordinance 91, Series 2003 establishes a preference for businesses, which provide their employees a minimum wage equal to or exceeding the minimum wage set forth in Section I of the ordinance as of July 1, 2003. That amount is currently **$9.00/hour for all full time employees.**

If supplies or services are to be purchased by competitive sealed bidding, or by competitive negotiation, and the supplies or services are available from a minimum wage business, the bid price or cost quoted by each minimum wage business shall be reduced by 5% for the purpose of determining the lowest bid price; however nothing in the ordinance prohibits the awarding of contracts by Metro Government on the basis of evaluated bid price.

In order to qualify for the 5% preference under Section II of the ordinance, if a contract is for services, and a bidder or offeror uses subcontractors to perform all or part of the work required under the contract, the bidder or offeror shall not subcontract more than 20% of the work to non-minimum wage businesses unless such services are not available from minimum wage businesses.

**If a business holds itself out as a minimum wage business by indicating so below, and is subsequently awarded a contract, then it is later discovered that such information was falsely provided, such business will be liable to the Metro Government equal to 30% of the amount of the contract awarded.**

If a minimum wage business is awarded a contract under this ordinance, then such business shall post a sign of the applicable minimum wage rate set forth in this ordinance in a conspicuous place and manner so as to inform employees and the public alike that such business pays its employees wages at least commensurate with the applicable minimum wage rate established by this ordinance.

If you meet the requirements of this ordinance and wish to claim certification as a minimum wage business for this bid please sign in the space below.

I certify that my business meets the requirements of Ordinance 91, Series 2003 and wish to be certified as a minimum wage business for this bid. (This page shall be included with bid submission)

Company Name Scholastic Library Publishing, Inc.
Authorized Offical (Print) Kathy Brown
Signature of Authorized Official Kathy Brown
Title Bids & Contracts Coordinator
Date 9/25/06

All Scholastic Library Publishing full time employees in Danbury, CT earn at least $9.00/hour. Our warehouse operations in Jefferson Cit Missouri may not earn $9.00/hour.

# LOCAL VENDOR PREFERENCE APPLICATION

To qualify for local vendor preference a business must:

- Have been established in the Louisville Metropolitan Statistical Area, as defined by the United States Census Bureau (MSA) for twelve (12) months and have an up to date local tax identification number on the date of the bid opening.
- Have its headquarters located in the Louisville MSA, or have a branch office currently located in the Louisville MSA for at least seven (7) years prior to the bid date.
- The city or county which the business is located in must have a reciprocal ordinance which recognizes businesses located in the Louisville MSA
  as a local business for the purpose of a procurement preference. A copy of the reciprocal ordinance shall be included with your bid.
- Utilizes local businesses to furnish at least 75% of the services under a contract unless such services are not available locally.
- **Submit this completed form with your submitted bid. Incomplete applications or applications submitted after the bid opening will not be considered.**

If you meet the above criteria and wish to apply for Local Vendor Preference on this bid please fill out the information at the bottom of this page. Incomplete applications will not be considered. The preference you will receive is 5% of your bid total or 5 points added to your evaluated bid total.

If a vendor is deemed a local vendor for the purposes of this preference on the basis of false information the vendor will be subjected to a fine equal to 25% of the contract price.

Any vendor who is denied local business status may petition the Director of Purchasing within 5 days of the denial. The petition shall outline the reasons why the local vendor status should be awarded. The Director of Purchasing will set a hearing for the petition. The decision of the Director will be final.

Any vendor may challenge in writing within three (3) business days following the day of in which a contract is awarded for a project the grant of a local vendor preference to another vendor. The challenge shall outline why the local vendor preference should not have been awarded. A hearing will be set by the Director of Purchasing who will hear the challenge and render a decision. The decision of the Director will be final.

You may request a complete copy of this Ordinance from the Louisville-Jefferson County Metro Purchasing Department.

---

Company: _____

Address: Street_____

City_____ County_____ State_____ Zip_____

Revenue Commission Number: _____

Official: _____

Signature: _____ Date: _____

**For purposes of determining the low bid or the best evaluated bid this preference cannot be combined or accumulated with any other Louisville-Jefferson County Metro Government Procurement Preference.**

9/21/2006

Louisville Jefferson County
Metro Government

***LOUISVILLE FREE PUBLIC LIBRARY***

Request for Proposal Number 1081

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III. **Hold Harmless and Indemnification Clause/Insurance Requirements**

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## SECTION I

## INVITATION AND INSTRUCTIONS TO PROPOSERS

1.0 Invitation: Louisville/Jefferson County Metro Government ("Metro Government") is now accepting proposals for professional service contract(s) for books. The process of accepting proposals and choosing the successful proposer shall be by sealed proposals. Written or oral discussions shall be conducted with all responsible offerors who submit proposals determined in writing to be reasonably susceptible of being selected for award, except as otherwise provided by law. Sealed proposals will be received at the office of Louisville Jefferson County Metro Government Purchasing Department until 3:00 PM October 6, 2006, 617 West Jefferson Street, Louisville Kentucky, 40202. Prices for any proposed item shall not be contingent upon the purchase of any other proposed item included within this bid.

Proposals received after the 3:00 PM deadline on October 6, 2006 will be unopened.

Proposer Questions and Inquiries: Proposers questions and inquiries on the specifications of this RFP shall be directed to:

**Ms. Martha Geier**
**(502) 574-1647**

Any information provided is not official unless reduced to writing by the Metro Purchasing Department. Any unauthorized contact with any other city official or employee in connection with this RFP is prohibited and shall be cause for disqualification of the Proposer. No questions or inquiries will be allowed beyond the pre-proposal conference (if one is scheduled) date as stated in the cover letter.

Careful attention must be paid to all requested items contained in this Request for Proposal. (RFP) Proposers are invited to submit proposals in accordance with the requirements of this RFP. Please read the entire package before bidding. Proposers shall make the necessary entry in all blanks provided for the responses. The submitted proposal shall be firm for an acceptance period of ninety (90) days from the date of the opening. If no award is made within ninety (90) days of opening, this solicitation is automatically canceled unless an extension is requested by Metro Government and accepted by the Proposers. Proposals submitted shall be for a firm fixed price unless stated otherwise in the specifications.

The entire set of documents constitutes the RFP. The proposer must respond in total and in the same numerical order in which the RFP was issued. Proposer's notes, exceptions, and comments may be rendered on an attachment, provided the same format of this RFP text is followed. All notes, exceptions, and comments shall be made in ink or be typewritten. Mistakes may be crossed out and corrections typed or written in ink adjacent thereto and must be initialed in ink by the person signing the bid. All proposals shall be returned in a sealed envelope with RFP number and opening date stated on the outside of the envelope.

By submitting a Proposal, the proposer acknowledges and agrees to be bound by the terms and conditions of the solicitation. This RFP document including all terms, conditions and specifications contained herein shall become the contract if Metro Government awards the Proposal to the proposer hereunder unless otherwise agreed to in writing by the Metro Government. It is further agreed between the parties, that any change of the contractual agreement must be formalized by issuance of a written modification from the Purchasing

Department. Purchase or sales agreements, supplied by the proposer, making an offer in reply to this solicitation will not be accepted.

In the event a conflict exists between sections of this RFP, such conflict shall be brought to the attention of the Purchasing Department in writing for resolution.

Unless contractually provided, Metro Government agencies utilizing these contracts will not be required to enter into nor sign further agreements, leases, company orders or other documents to complete or initiate the terms of a delivery order resulting from these contracts. Any such documents so obtained will not be binding on the Metro Government or its agents and shall be cause for termination of the contract by the Metro Government.

As allowed by the Metro Government Finance Manual, Purchasing Policies, Section III, A, 3, multiple contracts may be issued and those contracts, if any, shall be ranked. A secondary or lower ranking contract may be used if the primary contractor is unable to perform. However, the primary contractor shall be given the first opportunity to provide the services required. Contracts shall be utilized in the order stated in the award.

1.1 Proposal Opening: Sealed proposals will be accepted in accordance with the instructions detailed in section 1.0. The opening is open to the public. The Proposer shall file all documents necessary to support its proposal and include them with its proposal. Proposers shall be responsible for the actual delivery of proposals during business hours to the address indicated in the cover letter. It shall not be sufficient to show that the proposal was mailed in time to be received before scheduled closing time for receipt of proposals.

## SECTION II

## GENERAL PROVISIONS

2.1 Each Bidder shall comply with all Federal, State & Local regulations concerning this type of service or good.

The Bidder agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, *29 U.S.C. 650 et.seq.*, as amended, and KRS Chapter 338. The Bidder also agrees to notify the Metro Government in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. Bidder agrees to indemnify, defend and hold the Metro Government harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

2.2 Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.

2.3 Addenda: All addenda, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.

2.4 Proposal Reservations: Metro Government reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. Metro Government may consider any alternative proposal that meets its basic needs.

2.5 Liability: Metro Government is not responsible for any cost incurred by a proposer in the preparation of proposals.

2.6 Changes/Alterations: Bidder may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only telegrams, letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by Metro Government prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of proposal".

2.7 Clarification of Submittal: Metro Government reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Proposer.

2.8 Bribery Clause: By his/her signature on the bid, Proposer certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to bribe an officer or employee of the Metro Government.

2.9 Additional Information: While not necessary, the Proposer may include any product brochures, software documentation, sample reports, or other documentation that may assist Metro Government in better understanding and evaluating the proposer's response Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal.

2.10 Ambiguity, Conflict or other Errors in RFP: If a Proposer discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, they shall immediately notify Metro Government of such error in writing and request modification or clarification of the document.

2.11 Agreement to Bid Terms: In submitting this proposal, the proposer agrees that proposer has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Proposer shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to proposer shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.

2.12 Cancellation: If the services to be performed hereunder by the proposer are not performed in an acceptable manner to the Metro Government, the Metro Government may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the Metro Government, and the Metro Government may rescind the cancellation if such action is in Metro Government's best interest. Notwithstanding the above provisions, the Metro Government may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent. Payment for services or goods received prior to termination shall be made by the Metro Government provided those goods or services were provided in a manner acceptable to the Metro Government. Payment for those goods and services shall not be unreasonably withheld.

2.13 Assignment of Contract: The Proposer shall not assign or subcontract any portion of the Contract without the express written consent of Metro Government. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that Metro Government shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of Metro Government.

2.14 No Waiver: No failure or delay by Metro Government in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by Metro Government in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of Metro Government hereunder or shall operate as a waiver thereof.

2.15 Authority to do Business: The proposer must be a duly organized and authorized to do business under the laws of Kentucky. Proposer must be in good standing and have full legal capacity to provide the services specified under this Contract. The Proposer must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Proposer to enter into this Contract. The proposer will provide Metro Government with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested11/21/2005. All proposals must be signed by a duly authorized officer, agent or employee of the proposer.

2.16 Governing Law: This Contract shall be governed by and construed in accordance with the laws of the State of Kentucky. In the event of any proceedings regarding this Agreement, the Parties

agree that the venue shall be the state courts of Kentucky or the U.S. District Court for the Western District of Kentucky, Louisville Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Agreement or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

2.17 Ability to Meet Obligations: Proposer affirmatively states that there are no actions, suits or proceedings of any kind pending against proposer or, to the knowledge of the proposer, threatened against proposer before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of proposer to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.

## VIOLATIONS OF AND COMPLIANCE WITH KENTUCKY LAWS

The contractor shall reveal any final determination of a violation by the contractor or subcontractor with the previous five (5) year period pursuant to KRS Chapters 136, 139, 141, 337, 338, 341, and 342 that apply to the contractor or subcontractor. The contractor shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 the apply to the contractor or subcontractor for the duration of the contract.

RFP

**SUBMITTED BY:**

| | |
|---|---|
| Firm: | Scholastic Library Publishing, Inc. |
| By: | Kathy Brown |
| Title: | Bids & Contracts Coordinator |
| Address: | 90 Old Sherman Turnpike |
| | Danbury, CT 06816 |
| Telephone | 800-621-1115 |
| Fax: | 866-783-4361 |
| E-mail Address | slpservice@scholasticlibrary.com |
| Date: | 9/25/06 |
| Louisville/Jefferson County Metro Revenue Commission Number: | 018113 |
| Federal ID Number: | 06-1226353 |

**Please include a copy of your W-9 with your submitted proposal.**

**You cannot be awarded a contract until this is submitted.**

Form **W-9**
(Rev. November 1999)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

Give form to the requester. Do NOT send to the IRS.

Please print or type

Name (If a joint account or you changed your name, see Specific Instructions on page 2.)
Scholastic Library Publishing

Business name, if different from above. (See Specific Instructions on page 2.)

Check appropriate box: ☐ Individual/Sole proprietor ☒ Corporation ☐ Partnership ☐ Other ▶

Address (number, street, and apt. or suite no.)
90 Old Sherman Turnpike

Requester's name and address (optional)

City, state, and ZIP code
Danbury, CT 06816

**Part I** **Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, if you are a resident alien OR a sole proprietor, see the instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 2.

**Note:** *If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.*

Social security number
| | | | | | | | | |

OR

Employer identification number
0 6 1 2 2 6 3 5 3

List account number(s) here (optional)

**Part II** For Payees Exempt From Backup Withholding (See the instructions on page 2.)

▶

**Part III** **Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 2.)

**Sign Here** Signature ▶ Kathy Bem Date ▶ 9/25/06

**Purpose of form.** A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9, if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are an exempt payee.

If you are a foreign person, IRS prefers you use a Form W-8 (certificate of foreign status). After December 31, 2000, foreign persons must use an appropriate Form W-8.

**Note:** *If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.*

**What is backup withholding?** Persons making certain payments to you must withhold and pay to the IRS 31% of such payments under certain conditions. This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, payments you receive will not be subject to backup withholding. Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part III instructions on page 2 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 3 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Part II instructions and the separate **Instructions for the Requester of Form W-9.**

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

## SECTION III

## HOLD HARMLESS AND INDEMNIFICATION CLAUSE, AND INSURANCE REQUIREMENTS FOR CONTRACT TO SUPPLY PRODUCTS

### I. HOLD HARMLESS AND INDEMNIFICATION CLAUSE

The Supplier shall indemnify, hold harmless, and defend the Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents and successors in interest from all claims, damages, losses and expenses including attorneys' fees, arising out of or resulting, directly or indirectly, from the Supplier's (or Supplier's subcontractors, if any) performance or breach of the contract provided that such claim, damage, loss, or expense is: (1) attributable to personal injury, bodily injury, sickness, death, or to injury to or destruction of property, including the loss of use resulting therefrom, or breach of contract, and (2) not caused by the negligent act or omission or willful misconduct of the Louisville/Jefferson County Metro Government or its elected and appointed officials and employees acting within the scope of their employment. This Hold Harmless and Indemnification Clause shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Contract.

### II. INSURANCE REQUIREMENTS

Prior to commencing work, Supplier shall obtain at its own cost and expense the following types of insurance through insurance companies licensed in the State of Kentucky. Insurance written by non-admitted carriers will also be considered acceptable, in accordance with Kentucky Insurance Law (KRS 304.10-040.). **The Supplier must submit a Certificate of Insurance evidencing coverage required below with their bid, prior to being awarded a contract by the Louisville/Jefferson County Metro Government's Department of Purchasing,** (*who may request review by Louisville/Jefferson County Metro Government's Risk Management Division*

Without limiting Supplier's indemnification requirements, it is agreed that Supplier shall maintain in force at all times during the performance of this agreement the following policy of insurance covering its product and operations.

The insurance to be procured and maintained and **minimum** Limits of Liability shall be as follows, unless different limits are specified by addendum to the contract:

1. COMMERCIAL GENERAL LIABILITY, via the **Occurrence Form**, with a **$1,000,000** Combined Single Limit for any one Occurrence for Bodily Injury, Personal Injury and Property Damage, including:

    a. Premises - Operations Coverage
    b. Products and Completed Operations Coverage
    c. Contractual Liability