



Daviess County Public Library
2020 Frederica Street, Owensboro, KY 42301

Request for Proposal for Server Replacement

Closing Date: August 20th, 2014
Closing Time: 4:00 P.M. CST

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1 Statement of Work

1.1 Overview

The purpose of this Request for Proposal (RFP) is to invite prospective vendors to submit a proposal to supply a server replacement solution to the Daviess County Public Library (DCPL). The RFP provides vendors with the relevant operational, performance, application, and architectural requirements of the system.

2 Background

2.1 Overview

Vendors offering services to the Daviess County Public Library (DCPL) must understand its network server environment and unique server application needs in order to create a successful proposal.

2.2 The Organization

The DCPL is a single-branch public library located at 2020 Frederica Street, Owensboro, KY 42301. The DCPL serves a population of approximately 92,000. Of this population, approximately 77,000 are cardholders, and 23,000 are active patrons of the DCPL. The DCPL employs 42 full-time employees and 13 part-time employees. The DCPL has a full-time Technology Manager and a full-time Information Technology (IT) Assistant.

To help fulfill the DCPL's mission to promote life-long learning, the DCPL uses multiple application servers provide card catalog access, computer and printing access, as well as intranet and file-sharing access to staff. The DCPL currently uses 17 Microsoft (MS) Windows servers, 7 of which are virtual servers (VS). The DCPL also uses 2 MS Active Directory (AD) domains, one for patrons and one for staff.

The DCPL's hours of operation are:

9:00 A.M. to 9:00 P.M. central standard time (CST) on Monday - Thursday

9:00 A.M. to 8:00 P.M. CST on Friday

9:00 A.M. to 6:00 P.M. CST on Saturday

1:00 P.M. to 5:00 P.M. CST on Sunday

2.3 Reason for RFP

The majority of DCPL's physical servers are over 5 years old and must be replaced. In particular, the integrated library system (ILS) server, also referred to as the card catalog server, is overdue for replacement. A successful solution proposal will meet the following objectives:

- Enhance speed and reliability of server applications.
- Reduce the physical footprint and overall operational and support costs.
- Provide the ability to add application servers at minimal cost.
- Provide redundancy and failover for critical application servers.
- Integrate with existing technologies used by the DCPL.

2.4 Existing Server Environment

The following is a listing of the current server equipment and application configurations:

2.4.1 Patron MS AD Network

1. Hewlett-Packard (HP) Proliant ML350 G5

- Applications: MS AD Controller, dynamic host configuration protocol (DHCP) server, domain name system (DNS) server, MS Windows Server Update Services, MS Hyper-V Host
- Operating system (OS): MS Windows Server 2008 Service Pack (SP) 2
- Processors: 2 x Intel Xeon E5410 2.33 Gigahertz (Ghz)
- Memory: 32 Gigabytes (GB)
- Hard Drive (HD) space: 500 GB total, 84 GB free
- First VS on this server
 - Applications: Remote Desktop Services for 28 HP Thinclients
 - OS: MS Windows Server 2008 SP 2
 - Memory (allocated) 12 GB
 - Virtual HD space: 127 GB
- Second VS on this server
 - Applications: Envisionware PC Reservation and LPT: One
 - OS: MS Windows Server 2008 SP 2
 - Memory (allocated) 2 GB
 - Virtual HD space: 80 GB
- Third VS on this server
 - Applications: Faronics Deep Freeze
 - OS: MS Windows Server 2008 SP 2
 - Memory (allocated) 2 GB
 - Virtual HD space: 80 GB

2. HP Proliant ML310

- Applications: Symantec Ghost multicast server, Spiceworks
- Operating system (OS): MS Windows Server 2003 SP 2
- Processor: Intel Pentium 4 3 Ghz
- Memory: 1 GB
- HD space: 75 GB total, 2 GB free

3. HP Pro 4300 small form factor PC

- Applications: MS System Center server
- Operating system (OS): MS Windows Server 2008 Release 2 (R2), SP 1
- Processor: Intel Core i3-2120 3.30 Ghz
- Memory: 16 GB
- HD space: 500 GB total, 390 GB free

2.4.2 Staff MS AD Network

1. Dell PowerEdge 840

- Applications: Polaris ILS 4.1, MS SQL Server 2008
- OS: MS Windows Server 2008 SP 2
- Processor: Intel Pentium Dual E2220 2.40 Ghz
- Memory: 16 GB
- HD space: 300 GB total, 160 GB free

2. Dell PowerEdge 2900

- Applications: Polaris ILS 4.1, MS SQL Server 2008
- OS: MS Windows Server 2008 SP 2
- Processor: Intel Xeon E5410 2.33 Ghz
- Memory: 8 GB
- HD space: 340 GB total, 218 GB free

3. HP Proliant ML350 G6

- Applications: MS AD Controller, DHCP server, DNS server, MS Hyper-V Host, TimeClock Plus
- OS: MS Windows Server 2008 R2, SP 1
- Processors: 2 x Intel Xeon E5620 2.40 Ghz
- Memory: 24 GB
- HD space: 1 Terabyte (TB) total, 720 GB free
- First VS on this server
 - Applications: 32-bit printing services
 - OS: MS Windows Server 2008
 - Memory (allocated) 2 GB
 - Virtual HD space: 80 GB
- Second VS on this server
 - Applications: Symantec Endpoint Protection server
 - OS: MS Windows Server 2008 R2
 - Memory (allocated) 2 GB
 - Virtual HD space: 200 GB
- Third VS on this server
 - Applications: MS Sharepoint Foundation 2010, MS SQL Server 2008
 - OS: MS Windows Server 2008 R2
 - Memory (allocated) 4 GB
 - Virtual HD space: 80 GB

4. HP Proliant ML350 G5

- Applications: File sharing
- OS: MS Windows Server 2008, SP 2
- Processors: 2 x Intel Xeon E5410 2.33 Ghz
- Memory: 16 GB
- HD space: 500 GB total, 50 GB free
- Only VS on this server
 - Applications: 64-bit printing services
 - OS: MS Windows Server 2008 R2
 - Memory (allocated) 4 GB
 - Virtual HD space: 80 GB

5. Dell PowerEdge 2800

- Applications: Spiceworks
- OS: MS Windows Server 2003 SP 2
- Processors: 2 x Xeon 3.20 Ghz
- Memory: 2 GB
- HD space: 70 GB total, 54 GB free

6. The DCPL has 3 additional physical servers that are not scheduled for replacement at this time. These servers are located in other areas of the building, and therefore are not subject to this request. However, any proposed solution should allow for the virtualization of these additional servers should the need arise.

3 Scope of Work

3.1 Overview

The DCPL is seeking a vendor with the capability to install, configure, support, and maintain a replacement solution for the existing server equipment. The vendor must also assist in migrating from existing servers, and provide training for routine maintenance and operation of equipment to a minimum of 2 DCPL IT staff.

3.2 Requirements

Proposals must meet the following minimum requirements:

- All components must be factory new, not reconditioned or refurbished. All components must be an available commodity and supported by the vendor.
- All components must be from the same manufacturer, or partnered manufacturers.
- All expenses must be tax-exempt. The DCPL is exempt from Federal excise, transportation, and/or Kentucky sales tax. Tax exemption information shall be provided by the DCPL upon acceptance of proposal.
- The DCPL shall incur no additional expenses for freight, shipping, or labor. Proposals must be inclusive of all expenses.
- Training shall be provided for a minimum of 2 DCPL IT staff for operations and management of equipment. On-site, online, or off-site training shall be provided for a minimum of 2 business days.
- Advanced product support, warranty, and replacement shall be provided for a minimum of 5 years after installation.
- Must provide all installation and configuration of all proposed equipment components and necessary cabling.

3.2.1 Server Requirements

- Must provide at least two physical servers for redundancy and hardware failover.
- Both servers should have identical hardware specifications.
- System hard drives must be solid state.
- Must include raid array with minimum of 5 TB capacity.
- OS must be MS Windows Server 2012.
- Virtualization software must be MS Hyper-V.
- Each server should be capable of simultaneously hosting virtualized versions the existing servers listed in Section 2.4.

3.2.2 Additional Requirements

- Uninterrupted power supplies must be provided.
- All hardware must be 19" rack mountable.
- Active Directory migration support must be provided to IT staff.
- The servers will be connected to an HP E5406 zl network switch. A zl module should be included and installed for servers with 10 Gb network adapters.
- Must provide a scalable solution to meet future needs.

4 Proposal Guidelines

4.1 Overview

The vendor shall review and adhere to all proposal guidelines as listed in this section. Failure to do so shall result in immediate disqualification of proposal without vendor notification.

4.2 Proposal Requirements

Proposals must contain the following information:

4.2.1 Vendor Information

Proposals must contain the following vendor information:

- Vendor's company name, street address, mailing address, phone number, and uniform resource locator (URL) of company website.
- Vendor single point of contact's (SPOC's) name, title, office phone number, company mobile phone number, and email address.
- Vendor's Service Provider Identification Number (SPIN).

4.2.2 Subcontractor Information

If vendor employs subcontractors to provide any or all services, the proposal must contain the following information for each subcontractor:

- Subcontractor's company name, street address, mailing address, phone number, and URL of company website
- Subcontractor SPOC's name, title, office phone number, company mobile phone number, and email address

4.2.3 References

Proposals must contain a minimum of 3 references for similar projects completed within the past 3 years. Library or school district references preferred. References must contain the following information:

- Reference's company name, street address, mailing address, phone number, and URL of reference website
- Reference's SPOC's name, title, phone number, and email address.
- Scope of project
- Project completion date
- Any service rendered after project completion date in relation to the initial project

4.2.4 Proposed Solution

4.2.4.1 Project Description

Proposals must contain description of the vendor's solution in paragraph format. The proposal may also contain figures or attachments to illustrate description.

4.2.4.2 Project Outline

Proposals must contain an itemized outline of solution referencing each requirement as listed in the Section 3.2. This outline shall describe how the vendor's solution will meet or exceed the needs of the DCPL as established in the Scope of Work.

4.2.4.3 Equipment Descriptions

Proposals must contain an itemized list of unique equipment components and a description of each component's role in accomplishing the proposal objectives. Specifications of each unique equipment component, or a URL to such specifications, must be included.

4.2.4.4 Project Phase Descriptions

Proposals must include a detailed description of how each phase of the project is to be completed by the vendor or the vendor's subcontractors.

4.2.4.5 Project Start Dates

Proposals must contain the first available date for the vendor to start the project and at least one alternate start date.

4.2.4.6 Project Timeline

Proposals must contain a theoretical project timeline. Daily start and stop times may fall outside of the hours of operation as listed in Section 2.2 if necessary. Project timelines must include the following:

- Daily start and stop times for vendor or subcontractor employees
- Number of days to complete each phase of the project
- Number of hours or days of network downtime
- Daily start and stop times for IT staff training
- Number of hours or days of IT staff training
- Travel information if required for IT staff training

4.2.4.7 The DCPL's Responsibilities in Completing Project

If applicable, proposals must contain details of any project tasks to be completed by the DCPL's employees.

4.2.4.8 Project Expenses

Proposals must contain an itemized list of all project expenses. The DCPL shall incur no additional expenses due to vendor omission, error, or misunderstanding after

August 13th, 2014 at 4:00 P.M. CST. The itemized list must contain all applicable expenses including the following:

- Name, description, part number, and cost of each equipment component
- Description, length, and cost of warranty option(s) for each or any equipment component
- Reoccurring maintenance fees for each or any equipment component
- Reoccurring subscription fees for each or any equipment component
- Labor
- Management web portal and/or software
- Reoccurring maintenance fees for management web portal and/or software
- Reoccurring subscription fees for management web portal and/or software
- Training
- Software or equipment upgrade or expansion privileges
- Trade-in value for existing equipment if applicable
- Travel expenses if applicable
- Any other expenses

4.2.4.9 Statement Required Pursuant To KRS45A.395

Proposals must contain copy of the “Statement Required Pursuant To KRS45A.395”, as found in Attachment A and referenced in Section 6.8, completed by the vendor.

4.2.4.10 Vendor’s Statement Pursuant To KRS45A.343

Proposals must contain copy of the “Vendor’s Statement Pursuant To KRS45A.343”, as found in Attachment B and referenced in Section 6.8, completed by the vendor.

4.2.5 Proof of Insurance (Optional)

After acceptance of a proposal and upon entering into a contract with a vendor, the DCPL shall require the proof of insurance as described in the Section 6.7. Proof of insurance may be submitted with the proposal.

4.3 Schedule of events

The following is a tentative schedule that will apply to this RFP, but may change in accordance with the organization’s needs or unforeseen circumstances. Changes will be communicated by e-mail to all invited bidders.

Issuance of RFP	August 6 th , 2014 at 9:00 A.M. CST
Technical Questions/Inquiries Due	August 13 th , 2014 at 4:00 P.M. CST
RFP Closes	August 20 th , 2014 at 4:00 P.M. CST
Complete Initial Evaluation	August 25 th , 2014 at 4:00 P.M. CST
Final Award Notification	August 27 th , 2014 at 2:00 P.M. CST

4.4 Vendor's Understanding of the RFP

In responding to this RFP, the vendor accepts full responsibility to understand the RFP in its entirety, and in detail, including making any inquiries to the DCPL as necessary to gain such understanding. The DCPL reserves the right to disqualify any vendor who demonstrates less than such understanding. Further, the DCPL reserves the right to determine, at its sole discretion, whether the vendor has demonstrated such understanding. That right extends to cancellation of award, if award has been made. Such disqualification and/or cancellation shall be at no fault, cost, or liability whatsoever to the DCPL.

4.5 Good Faith Statement

All information provided by the DCPL in this RFP is offered in good faith. Individual items are subject to change at any time. The DCPL makes no certification that any item is without error. The DCPL is not responsible or liable for any use of the information or for any claims asserted there from.

4.6 Communication

4.6.1 Verbal Communication

Verbal communication shall not be effective unless formally confirmed in writing by a specified procurement official in charge of managing this RFP process. In no case shall verbal communication govern over written communication.

4.6.2 Vendors' Inquiries

Applicable terms and conditions herein shall govern communications and inquiries between the DCPL and vendors as they relate to this RFP. Inquiries, questions, and requests for clarification related to this RFP are to be directed in writing to:

Brian Lashbrook, Technology Manager
Daviness County Public Library
2020 Frederica Street
Owensboro, KY 42301

Telephone: (270) 684-0211 x262
E-mail: blashbrook@dcplibrary.org

4.6.3 Informal Communications

Informal Communications shall include, but are not limited to: requests from/to vendors or vendors' representatives in any kind of capacity, to/from any DCPL employee or representative of any kind or capacity with the exception of Brian Lashbrook for information, comments, speculation, etc. Inquiries for clarifications

and information that will not require addenda may be submitted verbally to the named above at any time.

4.6.4 Formal Communications

Formal Communications shall include, but are not limited to: Questions concerning this RFP must be submitted in writing and be received prior to August 13th, 2014 at 4:00 P.M. CST.

Vendors shall recommend to the DCPL any discrepancies, errors, or omissions that may exist within this RFP. With respect to this RFP, vendors shall recommend to the DCPL any enhancements, which might be in the DCPL's best interests. These must be submitted in writing and be received prior to August 13th, 2014 at 4:00 P.M. CST.

Inquiries about technical interpretations must be submitted in writing and be received prior to August 13th, 2014 at 4:00 P.M. CST. Inquiries for clarifications/information that will not require addenda may be submitted verbally to the buyer named above at any time during this process.

4.6.5 Omissions

If requested information is not available, not applicable, or non-existent, the vendor shall briefly describe the reason for omission in lieu of the omitted information. If the vendor omits requested information without giving reason, the DCPL reserves the right to reject the proposal without vendor notification.

4.6.6 Errors

Any claim by the vendor of error in vendor's proposal must be made in writing before August 20th, 2014 at 4:00 P.M. CST, or the claim shall be deemed waived. The vendor shall submit a corrected proposal with a brief explanation of the correction(s).

4.6.7 Withdrawal

Any vendor may withdraw the vendor's proposal at any time before August 20th, 2014 at 4:00 P.M. CST, by written request. Having done so, the vendor shall not be permitted to resubmit a proposal. All proposals received by the DCPL shall remain subject to acceptance, without change after August 20th, 2014 at 4:00 P.M. CST, for a period of 90 calendar days.

4.6.8 Addenda

The DCPL will make a good-faith effort to provide a written response to each question or request for clarification that requires addenda within 2 business days. All questions, answers, and addenda will be shared with all recipients.

The DCPL will not respond to any questions or requests for clarification that require addenda, if received by the DCPL after August 13th, 2014 at 4:00 P.M. CST.

All addenda will be posted to our Web site: <http://www.dcplibrary.org/server-upgrade> and in the DCPL Administrative Office. The DCPL Administrative Office hours are 9:00 A.M. CST to 5:00 P.M. CST, Monday through Friday.

4.7 Proposal Submission

Proposals must be delivered sealed to:

Brian Lashbrook, Technology Manager
Daviness County Public Library
2020 Frederica Street
Owensboro, KY 42301

or delivered via email to blashbrook@dcplibrary.org on or prior to August 20th, 2014 at 4:00 P.M. CST.

The DCPL shall not accept proposals received by fax. Confirmation of emailed proposal shall only be given upon request. The DCPL shall not accept responsibility for undelivered email proposals.

4.8 Criteria for Selection

The evaluation of each response to this RFP will be based on its demonstrated competence, compliance, format, and organization. The purpose of this RFP is to identify those suppliers that have the interest, capability, and financial strength to supply the DCPL with a LAN and WLAN solution identified in the Scope of Work.

4.8.1 Evaluation Criteria:

- Price of goods and services
- Ability to deliver solution that meets or exceeds requirements as outlined in the RFP
- Service history and reputation of vendor
- Vendor's responsiveness and willingness to work with the DCPL
- Ability of vendor to offer a turn-key solution
- Ability of vendor to maintain and support solution for a minimum of five years

4.9 Selection and Notification

Vendors determined by the DCPL who possess the capacity to compete for this contract will be selected to move into the negotiation phase of this process. Written notification will be sent to these vendors via mail or email. Those vendors not selected for the negotiation phase will not be notified.

4.10 Kentucky Open Records Law

At the time a proposal is submitted to the DCPL, the vendor shall identify any information that is submitted as part of the proposal that is proprietary or confidential in nature and not subject to release for public inspection. The DCPL will protect any proprietary or confidential information to the extent allowable under the Kentucky Open Records Act.

4.11 Right To Terminate Contract

After acceptance of a proposal and upon entering into a contract with a vendor, the DCPL shall retain the following rights:

In the event that any of the provisions of the contract are violated by the contractor, or by any of his subcontractors, the DCPL may serve written notice upon the contractor and the surety of its intention to terminate the contract, such notices to contain the reasons for such intention to terminate the contract, and unless within 30 days after the serving of such notice upon the contract, such violation or delay shall cease and satisfactory arrangements of correction be made, the contract shall upon the expiration of said 30th day, cease and terminate. In the event of such termination, the DCPL shall immediately serve notice thereof upon the surety and the contractor and the surety shall have the right to take over and perform the contract; provided, however, that if the surety does not commence performance thereof within 30 days from the date of the mailing to such surety of notice of termination, the DCPL may take over the work and prosecute the same to completion by contract or by force account for the account and at the expense of the contractor and the subcontractor and his surety shall be liable to the DCPL for any excess cost occasioned by the DCPL thereby, and in such event the DCPL may take possession of and utilize in completing the work, such materials, appliances and plant as may be on the site of the work and necessary therefore.

The DCPL may terminate this contract at any time by giving at least 30 days notice in writing to the contractor. If the contract is terminated by the DCPL as provided herein, the contractor will be paid for the time provided and expenses incurred up to the termination date. If this contract is terminated due to the fault of the contractor, the above paragraph relative to termination shall apply.

5 Vendor Qualifications

5.1 Overview

Vendors must meet the qualifications described in this section and must be willing to adhere to all of the following guidelines in the event the vendor's proposal is selected and the vendor enters into a contract with the DCPL.

5.2 Qualifications

Vendors must meet the following minimum required qualifications:

- Vendors must have been in operation for at least 3 years prior.
- Vendors must have completed 3 similar projects within the past three years and be able to provide references for said projects.
- Vendors must be partnered with the manufacturer of proposed equipment components.
- Vendors must have sufficient funds to cover all possible expenses incurred prior to completion of contracted work, less any required down payment by said contract.
- Vendors must have sufficient funds to cover all bonds required by said contract.
- Vendors must have sufficient funds to reimburse the DCPL in the event of the vendor's failure to perform or any damages incurred by the DCPL for which the vendor is determined to be responsible.

5.3 Failure To Perform

Any vendor awarded a contract who fails to fulfill all obligations on this contract may be disqualified from participating in and/or bidding on any DCPL RFP and/or bid for a period of up to 5 years.

Should the contractor fail to perform as indicated herein the DCPL reserves the right to procure the required services or products elsewhere at its discretion, either temporarily or permanently, and to either suspend or cancel all or part of the contract. Should such action be taken the contractor shall be responsible for all excess costs incurred by the DCPL.

5.4 Safety

The vendor must perform work in a safe and timely fashion, maintain a clean and safe work environment, follow safety requirements established by OSHA and the DCPL, and may be required to provide safety equipment. If, in the opinion of the DCPL, safety precautions are not in existence, work will cease immediately until

corrective action is taken. Work will begin again only when the vendor demonstrates to the satisfaction of the DCPL that conditions are without risk.

5.5 Performance Bonds

After acceptance of a proposal and upon entering into a contract with a vendor, the DCPL shall require the following:

The contractor will be required to furnish a 100% performance bond. Bond shall be furnished within 10 working days after receipt of award notification.

Should the contractor fail to perform as indicated herein the DCPL reserves the right to procure the required services elsewhere at its discretion, either temporarily or permanently, and to either suspend or cancel all or part of the contract. Should such action be taken the contractor shall be responsible for all excess costs incurred by the DCPL. In addition, should the contractor fail to perform as indicated herein the performance bond may be forfeited in part or its entirety.

5.6 Payment Bond

After acceptance of a proposal and upon entering into a contract with a vendor, the DCPL shall require the following:

The contractor will be required to furnish a payment bond in an amount equal to 100% of the contract amount to assure payment as required by any or all persons supplying labor and material in the execution of the work provided herein.

Attorneys-in-fact who sign bid bonds, payment bonds or performance bonds must file with each bond a certified and effective dated copy of their power of attorney.

5.7 Insurance Requirements

The successful vendor covenants and agrees to maintain and keep in force during the term of the contract and subcontract worker's compensation, property, casualty, and general liability in the following minimum amounts:

Type of Insurance	Limits
Worker's Compensation	Statutory
Commercial General Liability	\$1,000,000/\$1,000,000 CSL
Commercial Automobile Liability	\$1,000,000

On all general and automobile liability policies of insurance contractor shall have the DCPL named as an additional insured, and shall further require that their liability carrier(s) notify the DCPL at least 30 days prior to the effective date of any change(s) in or cancellations of said insurance policies. A current copy of vendor's insurance certificate providing proof of insurance as stated above must be on file in the DCPL prior to contract award. Submission of insurance certificate copy may be included with the proposal package or after proposal award.

5.8 Conflicts of Interest

All vendors are responsible for complying with the following "KRS 45A.455: Conflicts of Interest - Gratuities and Kickbacks - Use of Confidential Information":

"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:

He, or any member of his immediate family has a financial interest therein; or 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 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, recommendations, 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.

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 concoction 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 any solicitation or proposal therefore.

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 price contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

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

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 another person.”

For further information on the conflict of interest statutes, see the “Recovery of Value of Anything Transferred or Received in Breach of Ethical Standards” at KRS 45A.460, and “Definitions for Terms Used in KRS 45A.445 to 45A.460” at KRS 45A.445.

STATEMENT REQUIRED PURSUANT TO KRS45A.395

The provisions of KRS45A.395 require that any bidder or offeror submit a sworn statement in conformity with such statute as a prerequisite to a determination that such bidder or offeror is a responsible bidder.

The undersigned, individually and as the _____ (office or title) of _____ (bidder or offeror) states under penalty of perjury that neither he (she), nor, to the best of his (her) knowledge, anyone acting on behalf of Bidder or Offeror, has knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky and that the award of a contract to the Bidder or Offeror will not violate any provision of the campaign finance laws of the Commonwealth. "Knowingly" means, with respect to conduct or to a circumstance described by a statute defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

This _____ day of _____, 2013.

(Signature)

(Typed or printed name)

VENDOR'S STATEMENT PURSUANT TO KRS45A.343

45A.343 Local Public Agency may adopt provisions of KRS 45A.345 to 45A.460—
Effect of adoption – Contracts required to mandate revealing of violations of and
compliance with specified KRS chapters – Effect of nondisclosure or noncompliance.
(KRS 136 – Corporate taxes; KRS 139 – Sales & use taxes; KRS 141 – Income taxes;
KRS 337 – Wage and hour; KRS 338 – Occupational safety; KRS 341 –
Unemployment; KRS 342 – Workers Comp.)

The undersigned, as a duly authorized officer of _____ pursuant
to KRS45A.343 states;

1. To the best of my knowledge, information and belief, _____ has
not been finally determined to have violated any of the provisions of KRS Chapters
136, 139, 141, 337, 338, 341, or 342 that apply to it within the five year period
preceding this statement.
2. _____ acknowledges that it will be required to be
in compliance with those provisions of KRS Chapters 136, 139, 141, 337, 338, 341,
and 342 that apply to it for the duration of the Contract to be entered into with the
Daviness County Public Library, Owensboro, Kentucky.
3. _____ acknowledges that if it fails to reveal any
final determination of violation of KRS Chapters 136, 139, 141, 337, 338, 341, or
342, or to comply with the applicable provisions of those statutes for the duration of
the aforesaid Contract, such shall be grounds for the Daviness County Public Library,
Owensboro, Kentucky to:
 - a. Cancel its contract with _____, and
 - b. Disqualify _____ from eligibility for
future contracts awarded by the Daviness County Public Library, Owensboro,
Kentucky, for a period of two years.

This the ____ day of _____, 2013.

(Company Name)

By: _____

Title: _____