

-- INVITATION TO BID --

BOARD OF EDUCATION OF JEFFERSON COUNTY, KENTUCKY
EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER
C. B. Young, Jr., Service Center
3001 Crittenden Drive
Louisville, Kentucky 40209-1104

FIELD TRIP BUS SERVICE

The Board of Education of Jefferson County, Kentucky (herein after called The Board of Education) will receive sealed bids for the items and/or services listed herein. You are invited to submit a sealed bid, subject to the terms and conditions of this invitation to bid. Please read the instructions and specifications carefully. Failure to comply with these instructions may disqualify your bid.

Bids must be mailed or delivered directly to the Purchasing/Bid Department, C. B. Young, Jr., Service Center, 3001 Crittenden Drive, Louisville, Kentucky 40209, in the special bid envelope supplied with this invitation.

Copies of this invitation to bid 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, prior to the time and date specified for bid opening.

PERIOD OF CONTRACT: The period of the contract will be from July 1, 2012 or date of Board approval (whichever is later) through June 30, 2013.

TIME OF BID OPENING:

Bids will be opened at 3:00 p.m., Eastern Time, Thursday, May 31, 2012.

All bids must be received by the time designated in the invitation and none will be considered thereafter. Failure to have bid in official bid box prior to bid opening will automatically prevent the reading of your bid.

The Board of Education cannot assume the responsibility for any delay as a result of failure of the mails to deliver bids on time.

LOCATION OF BID OPENING:

Bids will be opened and read in the Purchasing/Bid Department, Room #167, C. B. Young, Jr., Service Center, 3001 Crittenden Drive, Louisville, Kentucky 40209. You are invited to be present at the bid opening.

“PROHIBITION AGAINST CONFLICTS OF INTEREST, GRATUITIES AND KICKBACKS”

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 NOT TO EXCEED FIVE THOUSAND DOLLARS (\$5,000) OR BY IMPRISONMENT IN THE PENITENTIARY FOR NOT LESS THAN ONE (1) YEAR NOR MORE THAN TEN (10) YEARS, OR BOTH SO FINED AND IMPRISONED IN THE DISCRETION OF THE JURY.

EVERY PERSON, FIRM, OR CORPORATION 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 NOT TO EXCEED FIVE THOUSAND (\$5,000) OR BY IMPRISONMENT IN THE PENITENTIARY FOR NOT LESS THAN ONE (1) YEAR NOR MORE THAN TEN (10) YEARS, OR BOTH SO FINED AND IMPRISONED IN THE DISCRETION OF THE JURY.

NOTE: IT IS A MISDEMEANOR NOT TO HAVE THIS PROHIBITION ON EVERY SOLICITATION OR CONTRACT DOCUMENT. THE PENALTY IS A \$5,000 FINE OR 1 YEAR IMPRISONMENT OR BOTH ON CONVICTION.

GENERAL BID INSTRUCTIONS AND CONDITIONS
(PLEASE READ CAREFULLY)

A. ACCEPTANCE OF BIDS

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

B. BID DOCUMENTS

A bid form and bid envelope are provided with this "Invitation to Bid". All proposals must be submitted on the "Bid Form".

C. TELEGRAPHIC OR FACSIMILE BIDS

Telegraphic or facsimile bids are prohibited; any and all bids received electronically shall be considered a non-responsive bid.

D. SPECIFICATIONS

Specifications are attached and are a part of this proposal. All materials or services furnished must be in conformity with the specifications and will be subject to inspection and approval of the Purchasing/Bid Department after delivery. The right is reserved to reject and return at the risk and expense of the supplier, any item which may be defective or fail to comply with these specifications.

It is important that each person submitting a bid follow carefully the specifications detailed herewith. The bidder is instructed to complete all blanks and spaces where information concerning any item is required.

The Board of Education reserves the right to waive compliance of any materials or services with any particular specification where such waiver is considered to be in its best interest, including but not limited to cases where such waiver is necessary due to technical errors or inconsistencies in the preparation of such specifications.

Product bid must meet or exceed all specifications as of the time and date of bid opening.

E. MODEL PROCUREMENT REGULATIONS

The Model Procurement Regulations adopted by the 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 invitation to bid and the Model Procurement Regulations, the Regulations shall control.

F. PERFORMANCE BOND

The Board of Education reserves the right to determine the ability of any bidder to perform the work, and any bidder shall, upon request, furnish such information as may be necessary to determine such ability, including performance bond, if requested.

G. EXCUSE FOR NON-PERFORMANCE

The successful vendor(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.

H. PENALTIES

In case of default by the vendor, the Board of Education may procure the articles or services from other sources and may deduct from any unpaid balance due the vendor for the amount of the excess cost so paid, and the price paid shall be considered the prevailing market price at the time such purchase is made.

I. TAXES

The Federal Excise Tax and the Kentucky Sales and Use Tax are not to be imposed as the Board of Education will furnish the successful bidder with proper tax exemption certificates upon request.

J. PRODUCT EVALUATION

Items will be disqualified that do not meet specifications or the accepted equal. If a product is purchased and it is later established that said product fails to comply with these specifications and conditions, the item will be rejected and returned to the supplier at the supplier's expense. No item shall be considered satisfactory that does not conform to our usual accepted methods, use, application, storage, handling and delivery. The decision concerning the satisfactory use and performance of any item on this bid shall be that of the Educational and Business Staff of the Board of Education.

K. BRAND NAMES

The brand or trade name, manufacturer's name, and/or catalog number must be given in the column provided. If the bidder fails to indicate brand or trade name, where requested, the item bid may be disqualified.

L. NON-DISCRIMINATION

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

- (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, or 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, veteran status, or 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.
- (2) The Seller shall in all solicitation 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, veteran status, or political opinion or affiliation.
- (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.

M. DELIVERY

The Contractor agrees to furnish and deliver the items within the terms of the contract as the Purchasing/Bid Department may prescribe.

All costs for delivery, including drayage and freight, and for the packaging of said articles are to be borne by the bidder, and must be included in your bid prices.

All items are to be shipped inside delivery for school locations. Items designated for warehouse only may be tailgate delivery.

If during the period of the contract it is necessary that the Purchasing/Bid Department place toll or long distance telephone calls in connection therewith (for complaints, adjustments, shortages, failure to deliver, etc.), it is understood that the vendor will bear the charge or expense for all such calls.

N. BIDS

- (1) Businesses that fail to submit bids on two (2) consecutive procurements of similar items may be removed from the applicable bidder mailing list.
- (2) Tabulations will be made by the Purchasing/Bid Department and each qualified bidder will be mailed a formal tabulation after the Board of Education has taken official action. Bidders are requested not to call the Purchasing/Bid Department for a tabulation of the bids.
- (3) Any bids received after scheduled time of opening will be returned unopened to the bidder.
- (4) Each bid must be in a separate sealed envelope with bid number, date, time, and name of bidder appearing in the top left hand corner of the envelope.
- (5) No bid can be corrected or altered or signed after being opened. Signature must be in ink (no pencil). The Board of Education will not be responsible for errors or omissions on the part of bidders in making up their bids. Any bids received unsigned will be rejected.
- (6) All regular bids must be submitted in accordance with specifications on the bid form supplied with this invitation. The submission of a bid on the bid form certifies that the products/services meet any and all specifications, except as noted on such form.
- (7) For any clarification relative to this bid, contact the Purchasing/Bid Department, C. B. Young, Jr., Service Center, 3001 Crittenden Drive, Louisville, Kentucky 40209, Telephone (502) 485-3167.

O. PRICES AND/OR PERCENTAGES OF DISCOUNT

- (1) All prices and/or percentages of discounts quoted by the various bidders must be firm for the time period indicated under "Period of Contract".
- (2) All prices and quotations must be 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 bid. Also, corrections made with correction tape or fluid are to be initialed.
- (3) Quote on each item separately. Prices must be stated in units specified herein.
- (4) Cash discounts of less than 20 days will be considered net. Cash discounts, when given, will be figured from date of receipt of invoice or receipt of merchandise, whichever is later.
- (5) Discount terms will be considered in determining the low bidder.
- (6) Bids that have clerical errors or irregularities are subject to correction only with concurrence with the Purchasing/Bid Department. Unit Prices should be listed, extended, and totaled. Should errors exist in the extended price, the unit price will prevail.
- (7) If quoting fractional pricing, it must be rounded to the fourth digit.

P. K.O.S.H.A. STANDARDS AND HAZARD COMMUNICATION STANDARD 1910.1200

If applicable, all materials and services must meet or exceed K.O.S.H.A. (Kentucky Occupational & Safety Health Act) Standards, and must comply with the Hazard Communications Standard 1910.1200 of the Occupational Safety & Health Administration.

Q. OR EQUAL CLAUSE

(1) Whenever, in any of the contract documents, an article, materials or equipment is described by use of a proprietary product or by using the name of a manufacturer or vendor, the term "or equal", if not inserted, is implied.

(2) The use of a specific article or manufacturer's name shall be construed as indicating the type of equipment, design, general construction, quality and finish. Such use shall not be construed as limiting or excluding any manufacturer's product of comparable quality, design and efficiency.

R. DESCRIPTIVE LITERATURE AND/OR MANUFACTURER'S SPECIFICATIONS

The Board of Education reserves the right to waive any discrepancies or inconsistencies between the submitted manufacturer's descriptive literature and/or specifications and the requirements of the invitation to bid, if; (1) the bidder actually submits a sample which conforms to all material requirements of this invitation to bid; or (2) the bidder certifies to the Board that the bidder can actually supply products which conform to all material requirements of this invitation to bid.

NOTE: Descriptive literature and/or manufacturer's specifications should not be submitted unless expressly requested.

S. SAMPLES

Samples may be requested to assist in making decisions for awarding of contracts. The samples must be furnished by the time and date specified for bid opening. Failure to furnish samples may disqualify any bid.

Samples shall be identical to and meet all specifications of items on which the bid is submitted and will be checked as deemed necessary by the Board of Education for compliance with specifications outlined herein. Samples are to be properly marked for identification and they must indicate the supplier's name and the corresponding item number as shown in the invitation to bid. **Samples are to be mailed or delivered directly to the Purchasing/Bid Department, C. B. Young, Jr., Service Center, 3001 Crittenden Drive, Louisville, Kentucky 40209.**

If samples are required and submitted, and they are not claimed within 30 days of Board approval, the samples will become the property of the Board of Education.

All samples are to be furnished without cost to the Board of Education with the right reserved to mutilate, consume or destroy such samples if considered necessary for testing purposes.

NOTE: Bid samples should not be submitted unless expressly requested.

SPECIAL CONDITIONS
FOR
FIELD TRIP BUS SERVICE

BID ID #6603

AWARDING OF CONTRACT(S):

Contract(s) will be awarded to the lowest responsible bidder(s), after the application of any reciprocal preference for resident bidders as required by the Kentucky Model Procurement Code, and meeting all specifications and conditions and subject to all other provisions of this invitation to bid.

In order to have adequate coverage system wide, multiple vendors may be awarded contracts.

ALTERNATE BIDS:

The Jefferson County Public School System is interested in obtaining your lowest price meeting our published specifications. **Therefore, no alternate bids will be accepted. Only one bid per item will be accepted on this proposal.**

FIRM PRICES:

Prices are to remain firm for the period of the contract.

SUBMITTALS:

Submittals are required as a part of the bid. Submittals (referencing BID NAME and BID NUMBER) are to be mailed or delivered, PRIOR to the bid opening date and time, directly to the Purchasing/Bid Department, C.B. Young, Jr., Service Center, 3001 Crittenden Drive, Louisville, Kentucky 40209.

Failure to furnish submittals may subject your bid to rejection.

Resident Vendor Determination Form
(For Application of Reciprocal Preference if Applicable)

BID ID #6603

This completed form must be NOTARIZED and submitted (mailed or faxed) to the Purchasing/Bid Department before the date and time of the bid opening. Failure to do so MAY subject your bid to rejection.

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

Prior to a contract being awarded to the lowest responsible and responsive bidder on a contract by the Jefferson County Public Schools, a resident bidder of the Commonwealth shall be given a preference against a nonresident bidder registered in any state that gives or requires a preference to bidders from that state. The preference shall be equal to the preference given or required by the state of the nonresident bidder.

A resident bidder 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:

- Is authorized to transact business in the Commonwealth; and
- Has for one (1) year prior to and through the date of this advertisement, filed Kentucky corporate income taxes, made payments to the Kentucky unemployment insurance fund established in KRS 341.490, and maintained a Kentucky workers' compensation policy in effect.

A nonresident bidder is an individual, partnership, association, corporation, or other business entity that does not meet the above requirements for resident bidder status.

Please check one of the following:

- My company qualifies as a resident vendor of the Commonwealth of Kentucky.
- My company does not qualify as a resident vendor of the Commonwealth of Kentucky.

Specify company's residence state: _____.

Company: _____

Address: _____

City: _____ County _____ State _____ Zip _____

Signature: _____ Date _____

Official title: _____

Notary

Print Name

County of _____ State of _____ My Commission expires: _____

**ARTICLE IX
Termination for Convenience**

Performance of the work under this Contract may be terminated by the Board in whole, or from time to time, in part, whenever the Board shall determine that such termination is in the best interest of the Board. Any such termination shall be effected by delivery of a written order of termination specifying the extent to which the further purchase or delivery of goods shall be terminated, and upon the date which termination shall become effective.

Upon issuance of the order of termination, the Seller shall stop all further deliveries and shall not honor any purchase orders which it then holds from the Board except for those purchase orders, which are reaffirmed in the order of termination.

Upon receipt of the order of termination, the Seller shall, within ten (10) days from receipt of the order of termination, prepare a final invoice itemizing all of the deliveries accepted by the Purchaser since the previously issued invoice. Payment shall be made according to the terms set forth in Article III. Any dispute arising under this Article shall be governed by Article X of this Contract entitled "Disputes".

**ARTICLE X
Disputes**

Any differences or disagreements arising between the parties herein concerning the rights or liabilities under this Contract, or any modifying instrument entered into under Article IV of this Contract shall be submitted to the Director of Bids and Specifications or the Executive Director of Facilities/Transportation through procedures set out in the Board's Procurement Regulations, who shall render a decision in writing and furnish a copy of such decision to the Contractor by certified mail, return receipt requested, within thirty (30) days of the date of submission. Upon written appeal, the decision of the Superintendent designee shall be final and conclusive, unless determined by a court of competent jurisdiction to have been fraudulent or clearly arbitrary and capricious or contrary to law.

**ARTICLE XI
Prohibition of Conflicts of Interest**

A. IT SHALL BE A BREACH OF ETHICAL STANDARDS FOR THE CONTRACTOR OR ANY EMPLOYEE TO PARTICIPATE DIRECTLY OR INDIRECTLY 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 OF PROPOSAL THEREFOR, IN WHICH TO HIS KNOWLEDGE:

- (I) HE, OR ANY MEMBER OF HIS IMMEDIATE FAMILY HAS A FINANCIAL INTEREST THEREIN; OR
- (II) 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
- (III) 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, DISSAPPROVAL, RECOMMENDATION, PREPARATION OR ANY PART OF A PURCHASE REQUEST, INFLUENCING THE CONTENT OF ANY SPECIFICATION OR PURCHASING STANDARD, RENDERING OF ADVICE, INVESTIGATION, AUDITING OR IN ANY OTHER ADVISORY CAPACITY.

B. IT SHALL BE A BREACH OF ETHICAL STANDARDS FOR ANY CONTRACTOR OR ANY OTHER 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, 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 ANY OTHER DETERMINATION, CLAIM OR CONTROVERSY, OR OTHER PARTICULAR MATTER PERTAINING TO ANY CONTRACT OR SUBCONTRACT AND ANY SOLICITATION OR PROPOSAL THEREFOR.

C. 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 CONTRACTOR OR ANY PERSON ASSOCIATED THEREWITH, AS AN INCUCEMENT FOR THE AWARD OF A SUBCONTRACT OR ORDER.

D. 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.

**ARTICLE XII
Equal Opportunity**

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

A. The Seller shall not discriminate against any employee, applicant or subcontractor because of age, color, creed, disability, marital or parental status, national origin, race, sex, veteran status, or 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, disability, marital or parental status, national origin, race, sex, veteran status, or 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.

B. The Seller shall in all solicitation 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, disability, marital or parental status, national origin, race, sex, veteran status, or political opinion or affiliation.

C. 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 XIII
Indemnification**

The Seller hereby agrees to indemnify and hold harmless the Board, its agents, officers and employees from any and all claims, damages, losses for expenses, including but not limited to attorney's fees, in any case arising in whole or in part from the negligent or intentional acts of the Seller, its agents, officers or employees, in the furnishing or delivery of the Goods under this Contract, or from the failure of the Goods to be of such quality that they shall pass without objection in the Seller's trade or business, as required in Article VI.

**ARTICLE XIV
Board Administrator**

The Director of Bids and Specifications or the Executive Director of Facilities/Transportation shall be the Contract Administrator for the purposes of daily administrative decision making pertaining to the Contract. Should the Contractor and the Administrator disagree on any circumstance or set of facts pertaining to the administration or execution of this Contract, the Board shall resolve the matter after notification by either the Administrator or the Contractor, in the manner prescribed by the Board Regulations currently in effect.

**ARTICLE XV
Article Headings Not Controlling**

All Articles shall be construed as read, and no limitation shall be placed on any Article by virtue of its descriptive heading.

**ARTICLE XVI
Address for Notices and Reports**

Any notices or reports by one party to the other party under this Contract shall be made in writing, to the address shown in the first paragraph of this Contract, or to such other address as may be designated in writing by one party to the other.

**ARTICLE XVII
Entire Contract**

This Contract constitutes the entire Contract between the parties hereto, and supersedes all previous negotiations, commitments, and writings. It may not be changed or modified except in writing pursuant to Article IV of this Contract.

**ARTICLE XVIII
Severability**

If any part of this Contract is held to be void, against public policy or illegal, the balance of this Contract shall continue to be valid and binding.

**ARTICLE XIX
Governing Law**

This Contract shall be governed and construed in accordance with the laws of the Commonwealth of Kentucky.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract this _____ day of _____.

JEFFERSON COUNTY BOARD OF EDUCATION

By _____
KEN POPPLEWELL
(Title) DIRECTOR OF PURCHASING

CONTRACTOR

By _____
(Title) _____

File Copy

*

CONTRACT FOR PURCHASE OF GOODS

THIS CONTRACT FOR THE PURCHASE OF GOODS, hereinafter referred to as the "Contract", made and entered into this _____ day of _____ by and between _____ hereinafter referred to as the "Seller", and the **JEFFERSON COUNTY BOARD OF EDUCATION**, hereinafter referred to as the "Board", a political subdivision of the Commonwealth of Kentucky with its principal place of business at 3332 Newburg Road, Louisville, Kentucky, 40218.

WITNESSETH:

WHEREAS, the Board wishes to purchase certain goods, defined in Article II of this Contract; and
WHEREAS, the Seller issued a bid to supply the Board with said goods upon terms set forth in Article II of this Contract; and
WHEREAS, the Seller deems itself capable of supplying the Board with said goods upon the terms and conditions set forth in this Agreement;
NOW, THEREFOR, in consideration of the mutual promises and agreements hereinafter set forth, the parties hereby agree as follows:

ARTICLE I

The effective term of this Contract shall commence on the _____ day of _____ and shall continue through _____ day of _____, subject to the terms and conditions set forth hereinafter in Articles VIII and IX.

ARTICLE II Definition of Goods

The Seller shall sell to the Board, and the Board shall purchase from the Seller the following materials hereinafter referred to as the "Goods" during the term of this Contract:

The Board shall purchase a minimum number of _____ units of Goods and shall purchase as many of such units as it shall require during the term of this Agreement.

ARTICLE III Cost

The unit price of the Goods shall be _____, said price being that which was quoted to the Board in the bid issued by the Seller on the _____ day of _____. Payment for each unit may be in full within thirty (30) days after receipt of the Seller's invoice and subject to verification of delivery in accordance with the specifications.

ARTICLE IV Modification

The terms and conditions of this Contract shall be modified only by a written addendum, signed by both parties hereto and attached to this Contract. Notwithstanding the right of modification herein set forth, the parties shall not modify the terms and conditions of this Contract in any manner whereby the total cost of this Contract shall be increased by more than ten percent (10%). Any such modification shall be null and void.

ARTICLE V Delivery

To effect a delivery of the desired quantity of units of Goods, the Board shall issue a purchase order identifying the place and quantity of each individual delivery. (The Board shall accept no delivery for which a purchase order has not been issued, nor shall payment be made for any such delivery.) Furthermore, the Board shall not accept any substitute goods for those specified on the purchase order.

All goods shall be delivered by common carrier, F.O.B., point of delivery. Seller shall pay any and all carrying and/or shipping charges, and shall list said charges separately on the delivery invoices, less federal transportation tax, with all substantiating documentation attached to thereto. The Board shall accept no deliveries C.O.D. or F.O.B. point of departure.

ARTICLE VI Inspection and Quality of Goods

The goods identified by the purchase order in the manner stated in Article V above, shall be subject to the inspection of the Board's agent at the point of delivery. All Goods shall be of such quality that they shall pass without objection in the Seller's trade or business.

ARTICLE VII Board's and Seller's Remedies

Upon the rejection of the Goods by the Board, or its agent, or upon wrongful rejection by the Board, or its agent, the Board or Seller shall retain any and all rights accruing to them respectively, under the provisions of Chapter 355 of the Kentucky Revised Statutes, Article 2 - Sales. All remedies administrative and legal shall be governed by the Board's Procurement Regulations which are hereby incorporated by reference into this Contract.

ARTICLE VIII Termination for Default

The Board may terminate in whole or part any portion of this Contract in any of the following circumstances:

- A. If the Seller fails to make proper delivery of any of the goods described within the time specified in the purchase order or any agreed extensions thereof; or
- B. If the seller fails to furnish acceptable goods of a quality which shall pass without objection in the Seller's trade or business.
Upon the Seller's default as set forth above, the Board's agent shall give written notice of default to the Seller. Subsequent to the issuance of notice of default, the Board shall allow Seller a reasonable length of time, not to exceed ten (10) working days, within which to cure said default. Should the Seller thereupon fail to cure said default, the Board shall issue a written order of termination, at which time the Seller shall make no further deliveries and shall not honor any of the purchase orders previously issued by the Board, except those purchase orders which are reaffirmed in the order of termination.
Upon issuance of an order of termination, the Seller shall within ten (10) days from the receipt of the order of termination, prepare a final invoice itemizing all the deliveries accepted by the Board since the previously issued invoice. Payment shall be made according to the terms set forth in Article III. Any dispute arising under this clause shall be governed by Article X of this Contract, entitled "Disputes".
- C. In the event the Board terminates this contract in whole or in part, as provided in paragraph (A) or (B) above, the Board may procure upon such terms and in such manner as the Director of Purchasing may deem appropriate, similar goods to those so terminated, and the Contractor shall be liable to the Board for any excess costs for such similar goods, provided, however, the Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this Article.
- D. The Contractor shall not be liable for any excess costs if the failure to perform the Contract arises out of causes beyond the control and without fault or negligence of the Contractor. Such causes may include, but not be limited to, the public enemy, actions of the Government of the United States or the Commonwealth of Kentucky in either their sovereign or contractual capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather; but in every case, the failure to perform must be beyond the control and without fault or negligence of the Contractor. If the failure to perform is caused by the inability of the Contractor to obtain materials or goods essential to the performance defined in Article II of this Contract, from the Contractor's usual source, the Contractor shall not be liable for any excess costs for failure to perform, unless such materials or goods were obtainable from other sources in time to permit the Contractor to meet its required schedule.
- E. If this Contract is terminated as provided in paragraph (A) or (B) above, the Board, in addition to all other rights provided in this Article, may require the Contractor to transfer title and possession and to deliver to the Board, in the manner and to the extent directed by the Director of Purchasing, any and all materials or goods defined in Article II of this Contract in possession of the Seller prior to the receipt of the notice of termination required by paragraph (A) or (B) above. Furthermore, the Contractor shall, upon the direction of the Director of Purchasing, protect and preserve any goods in the possession of the Contractor in which the Board has an interest. Payment for goods accepted by the Board shall be in an amount agreed upon by the Contractor and the Director of Purchasing; failure to agree to such an amount shall be a dispute within the meaning of Article X entitled "Disputes". The Board may withhold from amounts otherwise due the Contractor for goods accepted by the Board such sum as the Director of Purchasing determines to be necessary to protect the Board against loss because of outstanding liens or claims.
- F. If, after notice of termination of this Contract under the provisions of this Article, it is determined for any reason that the Contractor was not in default under the provisions of this Article, the right and obligations of the Parties shall be the same as if the notice of termination was issued pursuant to the provisions of Article IX of this Contract.
- G. The rights and remedies of the Board provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

File Copy

SPECIFICATIONS
FOR
FIELD TRIP BUS SERVICE

BID ID #6603

SERVICE:

The Contractor shall be a licensed Common Carrier in accordance with KRS chapter 281 in order to bid on this service.

The Contractor is required to submit to the District, upon request, driver information and statistical information related to, but not limited to, the number of trips per contract year, the number of students per contract year and the number of miles driven per contract year. This information would be requested for confidential reports.

PRICING:

Price of the bus service will include the following:

- (a) All trips within Jefferson County.
- (b) The most frequented trips outside Jefferson County.
- (c) All other locations outside Jefferson County.

INSURANCE:

In the event your Automobile Liability Insurance is either cancelled or non-renewed during the term of this contract, you agree to immediately advise the Jefferson County Board of Education that this insurance coverage is no longer in force.

The Contractor shall procure and thereafter maintain automobile liability (bodily injury and property damage) insurance, with respect to performance under this contract, in compliance with requirements to be in force and such other insurance as the Board may from time to time require with respect to performance under this contract. All insurance required pursuant to the provisions of this paragraph shall be in such form, in such amount and for such periods of time as the Board may require or approve, with the insurers approved by the Board. Evidence of compliance with insurance requirements must be in the Risk Management Office thirty (30) days prior to commencement of work under this contract.

Vendor agrees to save and hold harmless JCBE for all liability for claims of any kind whatsoever arising out of vendor's operations in performance of this contract, including indemnification for all costs of defense incurred by the Board. JCBE shall be added to vendor's automotive liability policy as additional named insured.

The Contractor shall be reimbursed for the portion allocable to this contract of the reasonable cost of insurance as required or approved pursuant to the provisions of this paragraph and to all insurance requirements established by the Board after the date hereof.

The current automotive liability requirements are as follows:

\$10,000,000.00	Bodily Injury and Property Damage Liability Combined Single Limit
-----------------	--

The Contractor shall procure and thereafter maintain Workers' Compensation on its drivers and other employees, employer's liability, comprehensive general liability (bodily injury) and comprehensive automobile liability (bodily injury and property damage) insurance, with respect to performance under this contract and such other insurance as the Board may from time to time require with respect to performance under this contract. The cost of both types of insurance is to be included in your unit price.

CERTIFICATION AND AGE OF VEHICLES; SAFETY INSPECTIONS:

Successful bidder for Field Trip operations, when utilizing a school bus, for transportation of school children to and from school or school related events, shall adhere to the following requirements:

1. Successful Field Trip bidder shall employ at least one State Approved Inspector I.A.W. (in accordance with) 702 KAR 5:030 section 2 and section 7.
2. Successful Field Trip bidder shall inspect all buses for compliance with Kentucky Minimum Specifications for the appropriate model year, utilizing their State Approved Inspector I.A.W. KRS 156.153 and 702 KAR 5:060. No buses older than 1990, as determined by the Vehicle Identification Number (VIN) shall be allowed for use. Buses are to be diesel powered.
3. Successful Field Trip bidder shall have each school bus contracted to Jefferson County Public Schools inspected for safety once each month by their State Approved Inspector I.A.W. 702 KAR 5:030 section 2. A copy of these inspections shall be kept on file for the duration of the contract and available upon request.

It is mutually understood and agreed that each motor vehicle utilized in the performance of this contract shall meet all Kentucky Administrative Regulations, Kentucky Revised Statutes and any regulation issued pursuant thereto and any regulation or policy promulgated by the Board, including, but not limited to the Transportation Procedures and Training Manual in effect at the time of execution of this contract.

The Board retains the right to inspect facilities, records and equipment at any time. The District retains the right to request any necessary reports.

Failure to comply with any provision of this section is grounds for termination of this contract.

SAFETY AND WELFARE:

Any contract driver who engages in any conduct, behavior or actions which, in the reasonable opinion of the Board, endangers the health, safety and welfare of any pupil of the Jefferson County Public Schools shall not be allowed in performance of this contract.

STATUTORY AND REGULATORY REQUIREMENTS:

The Contractor shall comply with all applicable provisions of the Kentucky Revised Statutes, all regulations issued pursuant thereto, all rules and regulations promulgated by the Kentucky State Board of Education and all rules, regulations and policies presently established by the Jefferson County Board of Education, in the performance of this contract.

Drivers of school buses must be state certified as school bus drivers. The successful bidder shall comply with 702 KAR 5:080 and be responsible for qualifications and training required by this regulation.

Failure to so comply shall be considered a default in the terms hereof and shall be subject to the provisions as stated.

INCORPORATION BY REFERENCE:

There is hereby incorporated by reference into this proposal each and every provision of the Kentucky Revised Statutes and regulations issued pursuant thereto, Kentucky State Board of Education rules and regulations and the rules and regulations of the Jefferson County Board of Education, specifically included, but not limited to, the Transportation Procedures and Training Manual issued by said Board, applicable to pupil/rider safety, bus driver's responsibilities, regulations for students riding school buses, drivers' performance responsibilities, rider misconduct and administrative responsibility.

ADDRESS FOR NOTICES AND REPORTS:

Any notices or reports required or made by one party to the other party under this contract shall be made in writing to the address shown on the cover of this contract or to such other address as may be designated at a later date. Notices shall be deemed, to have been given when placed in the mail, certified or registered receipt requested or when hand delivered.

ENTIRE CONTRACT:

This contract constitutes the entire agreement between the parties hereto and supersedes all previous negotiations, commitments and writings. It may not be changed or modified except in writing.

SEVERABILITY:

If any part of the contract is held to be void, against public policy or illegal, the balance of this contract shall continue to be valid and binding.

GOVERNING LAW:

This contract shall be governed by and construed in accordance with the laws of this Commonwealth of Kentucky. All applicable requirements of law, including, but not limited to, the Kentucky Occupational and Safety Health Act and the Kentucky Equal Employment Act of 1978, are hereby incorporated by reference into this contract.

B I D F O R M

FIELD TRIP BUS SERVICE

To: Director of Purchasing
C. B. Young, Jr., Service Center
3001 Crittenden Drive
Louisville, Kentucky 40209-1104

CERTIFICATION OF COMPLIANCE WITH SPECIFICATIONS

In compliance with the INVITATION TO BID, and subject to all the conditions thereof, the undersigned hereby certifies that all items and/or services included in this bid shall be in compliance with all requirements and technical specifications included in this invitation to bid, except as noted below:

EXCEPTIONS:

Terms discount of _____% will be allowed if invoices are paid within _____ days from date of receipt of invoice. Terms of less than twenty (20) days will be considered net.

NAME OF COMPANY _____

MAILING ADDRESS _____

ZIP CODE _____
(9 - digits)

ORDERING ADDRESS _____

ZIP CODE _____
(9 - digits)

BY _____ (PLEASE TYPE NAME) _____
(Signature) *

OFFICIAL TITLE _____

TELEPHONE NUMBER _____ DATE _____

NOTE: A facsimile signature must be initialed in ink.

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

FIELD TRIP BUS SERVICE
(JCPS NO. 4600649-1718273)

PART A - IN-COUNTY TRIPS

NOTES: **Proof of insurance for both automobile liability (bodily injury and property damage insurance), Workers' Compensation and Common Carrier must be included with your bid.**

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.

<u>ITEM NO.</u>	<u>SCHOOL BUS</u>	<u>MOTOR COACH</u>
1. Cost for field trip in Jefferson County, pickup and return from one destination, between the hours of 9:00 a.m. - 2:00 p.m., no additional stops included...	Flat rate \$ _____	Flat rate \$ _____
2. Cost for field trip in Jefferson County, one-way, between the hours of 9:00 a.m. - 2:00 p.m., no additional stops included...	Flat rate \$ _____	Flat rate \$ _____
3. Cost for additional hours outside the 9:00 a.m. - 2:00 p.m. time period, either early or late...	Price per hour \$ _____	Price per hour \$ _____
4. Cost for each additional stop:		
(a) 1 - 10 miles...	Flat rate \$ _____	Flat rate \$ _____
(b) 11 - 20 miles...	Flat rate \$ _____	Flat rate \$ _____
(c) 21 - 30 miles...	Flat rate \$ _____	Flat rate \$ _____
(d) 31 - 40 miles...	Flat rate \$ _____	Flat rate \$ _____
(e) Over 40 miles...	Flat rate \$ _____	Flat rate \$ _____
5. Cost for each additional pickup...	Flat rate \$ _____	Flat rate \$ _____

PART B - OUT-OF-COUNTY TRIPS

NOTES: The following trips represent those most frequently taken outside of Jefferson County. Therefore, you are required to quote a flat rate for a round trip.

Proof of insurance for both automobile liability (bodily injury and property damage insurance), Workers' Compensation and Common Carrier must be included with your bid.

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

<u>LOCATION</u>	<u>SCHOOL BUS</u>	<u>MOTOR COACH</u>
1. Bernheim Forest	Flat rate \$ _____	Flat rate \$ _____
2. Camp Crooked Creek - Shepherdsville, KY	Flat rate \$ _____	Flat rate \$ _____
3. Camp Kentahten - Campbellsville, KY	Flat rate \$ _____	Flat rate \$ _____
4. Cedar Point - Sandusky, OH (Overnight)	Flat rate \$ _____	Flat rate \$ _____
5. Cincinnati Zoo	Flat rate \$ _____	Flat rate \$ _____
6. Derby Dinner Playhouse	Flat rate \$ _____	Flat rate \$ _____
7. Falls of the Ohio (Only)	Flat rate \$ _____	Flat rate \$ _____
NOTE: If trip includes The Louisville Science Center, it will be added to the in-county rate as determined in Part A.		
8. Fort Harrod - Harrodsburg, KY	Flat rate \$ _____	Flat rate \$ _____
9. Frankfort, KY	Flat rate \$ _____	Flat rate \$ _____
10. Gallrein Farms - Shelbyville, KY	Flat rate \$ _____	Flat rate \$ _____
11. Holiday World - Santa Claus, IN	Flat rate \$ _____	Flat rate \$ _____
12. Horse Park - Lexington, KY	Flat rate \$ _____	Flat rate \$ _____
13. Huber's Orchard - IN	Flat rate \$ _____	Flat rate \$ _____
14. IUS Ogle Center - New Albany, IN	Flat rate \$ _____	Flat rate \$ _____
15. Indianapolis Museum	Flat rate \$ _____	Flat rate \$ _____
16. King's Island - Cincinnati, OH	Flat rate \$ _____	Flat rate \$ _____
16. (a) Additional cost for 2nd driver, if required, for trip exceeding 15 hours... \$ _____.	Flat rate	

PART B - Cont.

<u>LOCATION</u>	<u>SCHOOL BUS</u>	<u>MOTOR COACH</u>
17. Mammoth Cave	Flat rate \$_____	Flat rate \$_____
18. Marengo Caves - Marengo, IN	Flat rate \$_____	Flat rate \$_____
19. Museum - Cincinnati	Flat rate \$_____	Flat rate \$_____
20. My Old Kentucky Home - Bardstown, KY	Flat rate \$_____	Flat rate \$_____
21. Otter Creek	Flat rate \$_____	Flat rate \$_____
22. Paoli Peaks - IN (Day Trip)	Flat rate \$_____	Flat rate \$_____
23. Paoli Peaks - IN (Night Trip)	Flat rate \$_____	Flat rate \$_____
24. Pine Mountain Settlement School - Bledsoe, KY (EACH WAY)	Flat rate \$_____	Flat rate \$_____
25. Railway Museum - New Haven, KY	Flat rate \$_____	Flat rate \$_____
26. Shakertown	Flat rate \$_____	Flat rate \$_____
27. Squire Boone Caverns - IN	Flat rate \$_____	Flat rate \$_____
28. Stumbler's Orchard - IN	Flat rate \$_____	Flat rate \$_____
29. Wyandotte Caves - IN	Flat rate \$_____	Flat rate \$_____

PART C - OUT-OF-COUNTY TRIPS
(Other than those listed in Part B)

NOTES: **Room and board for the driver on overnight trips will be the responsibility of the carrier and prices are to reflect this expense.**

Proof of insurance for both automobile liability (bodily injury and property damage insurance), Workers' Compensation and Common Carrier must be included with your bid.

Other trips requested outside Jefferson County...

Cost per mile \$_____