



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

**REQUEST FOR PROPOSAL**

**#3063**

**COMPETITIVE NEGOTIATION**

**FOR**

**ADA COMPLIANCY WEBSITE AUDIT**

**PROPOSAL RETURN DATE:**

**MONDAY, NOVEMBER 14, 2016  
TIME: 3:00 P.M., E.T.**

## DEFINITIONS

### ADDENDA

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

### PROPOSAL

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

### PROPOSED CONTRACT SUM

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

### OFFEROR

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

### PROPOSING DOCUMENTS

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

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

### RFP

Request For Proposals

## MODEL PROCUREMENT REGULATIONS

Model Procurement Regulations adopted by the Jefferson County Board of Education shall be deemed incorporated by reference in these specifications as though quoted fully herein. Jefferson County Schools function under the Model Procurement Code, Kentucky Revised Statutes 45A, which allows the school system to function by approved regulations. Copies of these regulations are on file in the Purchasing/Bid Department, Jefferson County Public Schools and may be picked up between the hours of 9:00 a.m. and 4:00 p.m., Monday through Friday. It is the responsibility of the offeror to be familiar with these Regulations.

## **PROHIBITION AGAINST CONFLICTS OF INTEREST, GRATUITIES AND KICKBACKS"**

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

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

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

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

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

### **"STATEMENT PURSUANT TO KRS 45A.990"**

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

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

## INSTRUCTIONS AND CONDITIONS

### ARTICLE 1 - INVITATION

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

### ARTICLE 2 - QUESTIONS

- 2.1 Questions regarding this RFP shall be submitted via email to Ken Popplewell, Director of Purchasing/Bids ([purchasingbids@jefferson.kyschools.us](mailto:purchasingbids@jefferson.kyschools.us)) no later than 4:00 p.m., October 26, 2016. All questions will be addressed and responses will be posted on the website where this proposal is displayed by 5:00 p.m., October 28, 2016.

### ARTICLE 3 - DATE AND TIME OF CLOSING

- 3.1 The proposals will be received until **3:00 p.m., Eastern Time, Monday, November 14, 2016**. All proposals must be received by the date and time designated in this proposal and none will be considered thereafter.
- 3.2 Any proposals received after scheduled time of opening will be returned unopened to the offeror.

### ARTICLE 4 - SUBMISSION OF PROPOSALS

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

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

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

- 4.2 Submit one (1) original and three (3) copies of the proposal. Information must be labeled and submitted in the order identified in the RFP.
- 4.3 By submitting a proposal, the vendor is indicating that he/she has read, understands and agrees to all the specifications outlined in this proposal.

### ARTICLE 5 - QUOTATION FORMS

- 5.1 Quotations shall be submitted on the **COST SCHEDULE FORMS** attached hereto.
- 5.2 All blanks on the RFP form shall be filled in and all support data shall be furnished. (Failure to do so will subject your quotation to rejection.)
- 5.3 The **COST SCHEDULE FORM** containing prices is to be submitted in the small envelope furnished with this RFP.

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

ARTICLE 6 - TELEGRAPHIC OR FACSIMILE QUOTES

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

ARTICLE 7 - FAILURE TO RESPOND

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

ARTICLE 8 - AWARD OF CONTRACT

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

ARTICLE 9 - RECIPROCAL PREFERENCE

In accordance with KRS 45A.490 to 45A.494, a resident Offeror of the Commonwealth of Kentucky shall be given a preference against a nonresident Offeror. In evaluating proposals, Jefferson County Public Schools will apply a reciprocal preference against an Offeror submitting a proposal from a state that grants residency preference equal to the preference given by the state of the nonresident Offeror. Residency and nonresidency shall be defined in accordance with KRS 45A.494(2) and 45A.494(3), respectively. Any Offeror claiming Kentucky residency status shall submit with its proposal a notarized affidavit affirming that it meets the criteria as set forth in the above referenced statute.

#### ARTICLE 10 - EVALUATION CRITERIA

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

- |   |            |
|---|------------|
| 1. Industry Credentials - Member of International Association of Accessibility Professionals / Approval by ORC for previously conducted audits of similar websites.   | 10 pts.    |
| 2. Vendor's ability to test with assistive technologies, including but not limited to, keyboard only, high contrast, desktop screen reader, and mobile screen reader.   | 10 pts.    |
| 3. Ability to perform automated search of entire website for ADA compliance.  | 5 pts.     |
| 4. Identify any online content or functionality that is inaccessible to persons with disabilities, including online content and functionality developed by, maintained by, or offered through a third party vendor or an open source. | 15 pts.    |
| 5. Manual inspection of web pages listed in specifications.   | 15 pts.    |
| 6. Sample violation/finds report, corrective action plan, and timeline to complete audit.   | 15 pts.    |
| 7. Use of W3C's Web Content Accessibility Guidelines (WCAG) 2.0 Level AA and the Web Accessibility Initiative Accessible Rich Internet Applications Suite (WAI-ARIA) 1.0 for web content assessment.                                  | 5 pts.     |
| 8. References.  | 5 pts.     |
| 9. Cost.  | 20 pts.    |
| <b>TOTAL POINTS</b>   | <b>100</b> |

#### ARTICLE 11 - PERIOD OF CONTRACT

The actual period of the contract will be from November 29, 2016 or date of Board approval (whichever is later) through November 28, 2017 with one (1) annual renewal at the option of both parties.

#### ARTICLE 12 - DISCUSSION OF PROPOSALS

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

#### ARTICLE 13 - TREATMENT OF PROPOSALS

- 13.1 Proposals will not be open to the public nor be disclosed to unauthorized persons prior to award of contract. However, after award of contract, all proposals shall be open to public inspection, subject to any continuing prohibition on the disclosure of confidential data which is designated as such in any proposal.

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

ARTICLE 14 - MODIFICATION OR WITHDRAWAL OF PROPOSAL

- 14.1 All proposals shall be valid for a period of sixty (60) days from the opening date to allow for tabulation, study, negotiation, and consideration by the JCPS Board or its designee. The proposer may withdraw a proposal, without prejudice, prior to the published opening date.
- 14.2 Prior to the closing date and time designated for receipt of proposals, proposals submitted early may be modified or withdrawn only by notice to the party receiving proposals at the place and prior to the closing time designated for receipt of proposals.
- 14.3 Any modification shall be so worded as not to reveal the amount of the original proposed sum. To do so will render the modification and original proposal invalid.
- 14.4 Withdrawn proposals may be resubmitted up to the closing time designated for the receipt of proposals provided that they are then fully in conformance with these instructions to offerors.

ARTICLE 15 - INTERPRETATION OR CORRECTION OF RFP'S

- 15.1 Offerors shall promptly notify the Director of Purchasing of any ambiguity, inconsistency or error which they may discover upon examination of the RFP's or of the local conditions.
- 15.2 Any interpretation, correction or change of the RFP will be made by addendum, issued by the Director of Purchasing. Interpretations, corrections or changes in the RFP made in any other manner will not be binding and offerors shall not rely upon such interpretations, corrections and changes.

ARTICLE 16 - ADDENDA

- 16.1 Addenda will be mailed or delivered to all who are known by the Director of Purchasing to have requested and were furnished RFP's.
- 16.2 Copies of addenda will be made available for inspection wherever RFP's are on file for that purpose.
- 16.3 No addenda will be issued later than seven (7) days prior to the date of receipt of proposals, except for postponing the date for receipt of proposals, or withdrawing the request for proposals.
- 16.4 Each offeror shall ascertain prior to submitting his proposal that he has received all addenda issued, and he shall acknowledge their receipt on the RFP form.

ARTICLE 17 - RIGHT TO REJECT

- 17.1 The Jefferson County Board of Education, reserves the right to reject any and all proposals where the best interests of the Board may be served, including the right to award a contract without any further discussion or negotiation with anyone proposing these services. The Jefferson County Board of Education also reserves the right to reject any proposal where evidence or information submitted by the vendor does not satisfy the Board of Education that the vendor is qualified to carry out the details of the contract.
- 17.2 Grounds for the rejection of proposals include, but shall not be limited to:
- (a) Failure of a proposal to conform to the essential requirements of the RFP.
  - (b) Submitting a proposal which does not conform to the specifications contained or referenced in the RFP.
  - (c) Submitting a proposal imposing conditions which would modify the terms and conditions of the RFP, or limit the offeror's liability to the Board on the contract awarded on the basis of such RFP.
  - (d) Submitting a proposal determined by the Director of Purchasing in writing to be unreasonable as to price.
  - (e) Proposals received from offerors determined not to be responsible offerors.
  - (f) Proposals received from offerors determined not to be qualified based on current or on past performance on JCPS projects.



ARTICLE 18 - RIGHT TO WAIVE TECHNICALITIES OR IRREGULARITIES

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

ARTICLE 19 - CONFIDENTIAL DATA

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

ARTICLE 20 - ACCEPTANCE BY BOARD

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

ARTICLE 21 - FORM OF (CONTRACT) AGREEMENT BETWEEN BOARD AND CONTRACTOR

Form To Be Used - Unless otherwise provided in the RFP, the agreement to contract will be written on the standard form of agreement between Board and offeror bound with the RFP in the number of copies to be specified by the Director of Purchasing.

ARTICLE 22 - TABULATIONS

Tabulations will be made by the Purchasing/Bid Department and each qualified offeror will be mailed a formal tabulation after the Board has taken official action at the regularly scheduled Board meeting. Board meetings are normally held twice a month. Offerors are requested not to call the Purchasing/Bid Department for a tabulation.

ARTICLE 23 - PRICES

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

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

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

ARTICLE 25 - EXCUSE FOR NON-PERFORMANCE

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

ARTICLE 26 - PENALTIES

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

ARTICLE 27 - TAXES

27.1 KENTUCKY SALES AND/OR USE TAX

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

27.2 FEDERAL EXCISE TAX

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

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

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

ARTICLE 28 - NON-DISCRIMINATION

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

- 28.1 The Seller shall not discriminate against any employee, applicant or subcontractor because of age, color, creed, handicap condition, marital or parental status, national origin, race, sex, veteran status, political opinion or affiliation. The Seller shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, color, creed, handicap condition, marital or parental status, national origin, race, sex, sexual orientation, gender identity, gender expression, veteran status, political opinion or affiliation. Such action shall include, although not limited to, the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Seller agrees to post in conspicuous places notices setting forth the provisions of this Equal Opportunity clause.
- 28.2 The Seller shall in all solicitations and/or advertisements for employees placed by or on behalf of the Seller, state that all qualified applicants shall receive consideration for employment without regard to age, color, creed, handicap condition, marital or parental status, national origin, race, sex, sexual orientation, gender identity, gender expression, veteran status, political opinion or affiliation.
- 28.3 The Seller shall cause any subcontractor engaged to perform any services required by this Contract to include this Equal Opportunity clause in all solicitations, advertisements and employment practices it shall perform.

ARTICLE 29 - UTILIZATION OF MINORITY VENDORS

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

ARTICLE 30 - SERVICES EVALUATION

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

ARTICLE 31 - REIMBURSEMENT/COSTS

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

ARTICLE 32 - DELIVERY

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

ARTICLE 33 - MISC.

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

**JEFFERSON COUNTY PUBLIC SCHOOLS CONTRACT  
FOR THE PROCUREMENT OF SERVICES**

THIS CONTRACT FOR PROCUREMENT OF SERVICES (hereinafter "Contract") is entered into between the JEFFERSON COUNTY BOARD OF EDUCATION (hereinafter "Board"), a political subdivision of the Commonwealth of Kentucky, with its principal place of business at 3332 Newburg Road, Louisville, Kentucky 40218 and \_\_\_\_\_ (hereinafter "Contractor"), with its principal place of business at \_\_\_\_\_.

WITNESSETH:

WHEREAS, the Board desires to procure the particular services of Contractor, which are more fully defined below; and

WHEREAS, Contractor has held itself out to be competent and capable of performing the services contracted for herein;

NOW, THEREFORE, in consideration of the mutual promises and agreements hereinafter set forth, the Board and Contractor (hereinafter "Parties") agree as follows:

ARTICLE I Entire Agreement:  
Amendments

This Contract is the entire agreement between the Parties and supersedes any and all agreements, representations and negotiations, either oral or written, between the Parties before the effective date of this Contract. This Contract may not be amended or modified except in writing as provided in Article VIII. This Contract is supplemented by the Board's Procurement Regulations currently in effect (hereinafter "Regulations") that are incorporated by reference into and made a part of this Contract. In the event of a conflict between any provision of this Contract and any provisions of the Regulations, the Regulations shall prevail.

ARTICLE II  
Services

Contractor agrees to perform the following services (hereinafter "Services") of a quality and in a manner that is within the highest standards of Contractor's profession or business. The Services are as follows:

\_\_\_\_\_

ARTICLE III  
Compensation

The Board shall pay Contractor the total amount stated below (hereinafter "Contract Amount"). The Contract Amount shall be paid in a lump sum upon completion of the Services, unless a schedule of progress payments is stated below. The Contract Amount shall be for total performance

of this Contract and includes all fees, costs and expenses incurred by Contractor including but not limited to labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs and other costs, unless otherwise stated below. To receive payment, Contractor must submit an itemized invoice or invoices. If progress payments are authorized, each invoice must specify the actual work performed. If payment of costs or expenses is authorized, receipts must be attached to the invoice.

Contract Amount: \_\_\_\_\_

Progress Payments (if not applicable, insert N/A): \_\_\_\_\_

Costs/Expenses (if not applicable insert N/A): N/A unless otherwise stated within Bid

Fund Source: \_\_\_\_\_

#### ARTICLE IV Term of Contract

Contractor shall begin performance of the Services on \_\_\_\_\_, \_\_\_\_\_ and shall complete the Services no later than \_\_\_\_\_, \_\_\_\_\_, unless this Contract is modified as provided in Article VIII.

#### ARTICLE V Performance of Services by Contractor

The Services shall be performed by Contractor, and in no event shall Contractor subcontract with any other person to aid in the completion of the Services without the prior written approval of the Contract Administrator defined below.

Contractor shall appoint one person who shall be responsible for reporting to the Board on all Services performed under the terms of this Contract and who shall be available for consultation with the Contract Administrator.

Contractor is an independent contractor, not an employee. Contractor is responsible for the payment of all federal, state and local payroll taxes and providing unemployment insurance and workers compensation coverage to Contractor's employees. Contractor shall provide all equipment, materials and supplies necessary for the performance of the Services.

Contractor shall at all times during the term of this Contract comply with all applicable laws, regulations, rules and policies. Contractor shall obtain and keep in force all licenses, permits and certificates necessary for the performance of the Services.

Contractor agrees to hold harmless, indemnify, and defend the Board and its members, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation, including the Contractor himself, in connection with the performance of this Contract. Contractor also agrees to hold harmless, indemnify, and defend the Board and its members, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to Contractor in connection with the performance of this Contract. This provision survives termination of this Contract.

Unless waived in writing by the Contract Administrator, Contractor shall maintain during the term of this Contract policies of primary insurance covering the following risks and in at least the

following amounts: commercial general liability, including bodily injury, property damage, personal injury, products and completed operations, and contractual, \$1,000,000; and automobile liability, \$1,000,000. Contractor shall furnish to the Contract Administrator certificates of insurance evidencing this coverage and naming the Board as an additional insured. Additionally, Contractor shall maintain workers compensation coverage with limits required by law; and professional errors and omissions coverage with minimum limits of \$1,000,000. Contractor shall furnish certificates of insurance evidencing this coverage to the Contract Administrator.

#### ARTICLE VI Equal Opportunity

During the performance of this Contract, Contractor agrees that Contractor shall not discriminate against any employee, applicant or subcontractor because of race, color, national origin, age, religion, marital or parental status, political affiliations or beliefs, sex, sexual orientation, gender identity, gender expression, veteran status, genetic information, or disability. If the Contract Amount is paid from federal funds, this Contract is subject to Executive Order 11246 of September 24, 1965 and in such event the Equal Opportunity Clause set forth in 41 Code of Federal Regulations 60-1.4 is hereby incorporated by reference into this Contract as if set forth in full herein.

#### ARTICLE VII Prohibition of Conflicts of Interest

It shall be a breach of this Contract for Contractor to commit any act which is a violation of the provisions of Article XI of the Regulations entitled "Ethics and Standards of Conduct," or to assist or participate in or knowingly benefit from any act by any employee of the Board which is a violation of such provisions.

#### ARTICLE VIII Changes

The Board and Contractor may at any time, by mutual agreement set forth in a written addendum, make changes in the definition of the Services; the scope of the Services; and the Contract Amount. The Contract Administrator and Contractor may, at any time, by mutual agreement set forth in a written addendum, make changes in the time within which the Services are to be performed; the schedule of Progress Payments; and mutual Termination of the Contract.

#### ARTICLE IX Termination for Convenience of the Board

The Board may terminate this Contract in whole or in part at any time by giving written notice to Contractor of such termination and specifying the effective date thereof, at least thirty (30) days before the specified effective date. The Board shall compensate Contractor for Services satisfactorily performed through the effective date of termination.

#### ARTICLE X Termination for Default

The Board may, by written notice of default to Contractor, terminate the whole or any part of this Contract, if Contractor breaches any provision of this Contract, or so fails to make progress as to endanger performance of this Contract, and in either of these circumstances, does not cure the breach

or failure within a period of five (5) days after receipt of notice specifying the breach or failure. In the event of termination for default, the Board may secure the required services from another contractor. If the cost to the Board exceeds the cost of obtaining the Services under this Contract, Contractor shall pay the additional cost. 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.

#### ARTICLE XI Disputes

Any differences or disagreements arising between the Parties concerning the rights or liabilities under this Contract, or any modifying instrument entered into under Article VIII of this Contract, shall be resolved through the procedures set out in the Regulations.

#### ARTICLE XII Contractor's Work Product

Unless waived in writing by the Contract Administrator, the Board shall retain ownership in and the rights to any reports, research data, creative works, designs, recordings, graphical representations or other works of a similar nature (hereinafter "Works") produced or delivered by Contractor under this Contract. Contractor agrees that the Works are "works for hire" and Contractor assigns all right, title and interest in the Works to the Board.

Any reports, information, data, etc. given to or prepared or assembled by Contractor under this Contract shall not be made available to any individual or organization by Contractor without the prior written approval of the Board. Provided, nothing in this Article may be used to violate the provisions of any Kentucky or Federal statute or regulation which requires reporting of information.

#### ARTICLE XIII Contract Administrator

The Board shall appoint a Contract Administrator for the purposes of daily administrative decision-making pertaining to the Contract. If Contractor and the Contract 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 Contract Administrator or the Contractor in the manner prescribed by the Regulations. If the Board fails to give notice to Contractor of the appointment of a Contract Administrator, the Contract Administrator shall be the Board's Chief Financial Officer.

#### ARTICLE XIV Right to Audit

The Board shall have the right to inspect and audit all accounting reports, books or records which concern the performance of the Services. Inspection shall take place during normal business hours at Contractor's place of business. Contractor shall retain all records relating to the performance of this Contract for five (5) years after the end of the term of this Contract.

#### ARTICLE XV Miscellaneous

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

- B. 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. Notices shall be effective when received if personally delivered, or three days after mailing if mailed.
- C. 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.
- D. This Contract shall be governed and construed in accordance with the laws of the Commonwealth of Kentucky.
- E. No delay or omission by either Party in exercising any right under this Contract shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of this Contract.
- F. At all times during the term of this Contract, Contractor shall comply with the Family Educational Rights and Privacy Act of 1974. If Contractor has access to student records, Contractor shall limit its employees' access to those records to persons for whom access is essential to perform this Contract.
- G. Contractor shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Contractor or subcontractor for the duration of this Contract and shall reveal any final determination of a violation by the Contractor or subcontractor of the preceding KRS Chapters.



IN WITNESS WHEREOF, the Parties hereto have executed this Contract to be effective as of August 1, 2015.

Contractor's Social Security Number or Federal Tax ID Number: XXXXXXXXXX

JEFFERSON COUNTY BOARD OF  
EDUCATION

\_\_\_\_\_  
CONTRACTOR

By:

By:

Title: Ken Popplewell  
Director of Purchasing

Title: \_\_\_\_\_

## SPECIFICATIONS

Jefferson County Public Schools has agreed to perform an independent audit of its website for possible violations of Section 504 and Title II of the Americans with Disabilities Act. The auditor must be preapproved by the Office of Civil Rights (OCR) before JCPS can enter into a contract with the potential contractor.

### PURPOSE OF THE AUDIT:

The audit shall ensure that all online content and functionality is accessible to people with disabilities as measured by conformance to W3C's Web Content Accessibility Guidelines (WCAG) 2.0 Level AA and the Web Accessibility Initiative Accessible Rich Internet Applications Suite (WAI-ARIA) 1.0 for web content assessment.

### CORRECTIVE ACTION PLAN:

The auditor will provide a detailed action plan addressing problems, taking into account identified priorities, with all corrective actions to be completed within 18 months of the signed contract.

### THE FOLLOWING PAGES MUST BE MANUALLY INSPECTED:

#### Important web pages

1. <https://www.jefferson.kyschools.us/login/parent-portal>
2. <https://www.jefferson.kyschools.us/schools/how-apply/registration>
3. <https://www.jefferson.kyschools.us/student-support/meals/free-and-reduced-price>

#### Specific pages important to individuals with disabilities

1. <https://www.jefferson.kyschools.us/student-support/exceptional-child>
2. <https://www.jefferson.kyschools.us/student-support/meals-nutrition/special-dietary-needs>
3. <https://www.jefferson.kyschools.us/student-support/exceptional-child/assessment>
4. <https://www.jefferson.kyschools.us/student-support/exceptional-child/iep>
5. <https://www.jefferson.kyschools.us/student-support/exceptional-child/contact>
6. <https://www.jefferson.kyschools.us/departments/compliance-and-investigations>
7. <https://www.jefferson.kyschools.us/section-504>

#### Most-used pages

1. <https://www.jefferson.kyschools.us/>
2. <https://www.jefferson.kyschools.us/employees>
3. <https://www.jefferson.kyschools.us/students>
4. <https://www.jefferson.kyschools.us/work-for-jcps>
5. <https://www.jefferson.kyschools.us/parents>
6. [https://www.jefferson.kyschools.us/calendar/grid?title=&field\\_event\\_type\\_target\\_id=18&field\\_school\\_level\\_target\\_id=All](https://www.jefferson.kyschools.us/calendar/grid?title=&field_event_type_target_id=18&field_school_level_target_id=All)
7. <https://www.jefferson.kyschools.us/schools>
8. <https://www.jefferson.kyschools.us/schools/choice>
9. <https://www.jefferson.kyschools.us/departments>
10. <https://www.jefferson.kyschools.us/about>
11. <https://www.jefferson.kyschools.us/how-apply>
12. <https://www.jefferson.kyschools.us/schools/how-apply/elementary-schools-and-programs>
13. <https://www.jefferson.kyschools.us/schools/eschool>
14. <https://www.jefferson.kyschools.us/departments/human-resources/job-descriptions>
15. <https://www.jefferson.kyschools.us/schools/transportation-services/bus-information>
16. <https://www.jefferson.kyschools.us/about>
17. <https://www.jefferson.kyschools.us/learning/early-childhood>

**Pages of mid-level importance and popularity**

1. <https://www.jefferson.kyschools.us/schools/how-apply/student-transfers>
2. <https://www.jefferson.kyschools.us/department/curriculum-management>
3. <https://www.jefferson.kyschools.us/schools/apply/new-students>
4. <https://www.jefferson.kyschools.us/departments/purchasing/bid-tabulations>
5. <https://www.jefferson.kyschools.us/about/leadership/board-education>
6. <https://www.jefferson.kyschools.us/student-support>
7. <https://www.jefferson.kyschools.us/schools/how-apply/middle-and-high-schools-and-programs>
8. <https://www.jefferson.kyschools.us/student-support/meals/menus>
9. <https://www.jefferson.kyschools.us/teacher-resources>
10. <https://www.jefferson.kyschools.us/learning/curriculum>
11. <https://www.jefferson.kyschools.us/schools/how-apply/early-childhood-programs>
12. <https://www.jefferson.kyschools.us/department/academic-services-division/curriculum-instruction/curriculum-management/english-language>
13. <https://www.jefferson.kyschools.us/forms>

## **CERTIFICATE OF INSURANCE REQUIREMENT**

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

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

### **INSURANCE REQUIREMENTS:**

#### **CONTRACTOR'S LIABILITY INSURANCE:**

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

1. Workers Compensation:
 

a. State	Statutory
b. Applicable Federal (e.g. Longshoreman's)	Statutory
c. Employer's Liability	\$100,000.00
  
2. Comprehensive or Commercial General Liability (including Premises-Operations; Independent Contractor's Protection; Product Liability and Completed Operations; Broad Form Property Damage):
 

a. General Aggregate (Except Products-Completed Operations)	\$2,000,000.00
b. Products-Completed Operations Aggregate	\$1,000,000.00
c. Personal/Advertising Injury (Per Person/Organization)	\$1,000,000.00
d. Each Occurrence (Bodily Injury and Property Damage)	\$1,000,000.00
e. Limit per Person Medical Expense	\$ 5,000.00
f. Exclusions of Property in Contractor's Care, Custody or Control will be eliminated.	
g. Property Damage Liability Insurance will provide coverage for explosion, collapse and underground damage.	
  
3. Contractual Liability:
 

a. General Aggregate:	\$2,000,000.00
b. Each Occurrence (Bodily Injury and Property Damage)	\$1,000,000.00
  
4. Automobile Liability: (Commercial Vehicles)
 

a. Bodily Injury (Combined single limit)	\$ 20,000.00
b. Property Damage (Combined single limit)	\$1,000,000.00
c. Commercial Buses	\$10,000,000.00
  
5. Professional Liability (for architectural or construction management services)
 

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

	\$5,000,000.00
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(Per 702 KAR 4:160. Capital construction, sections 4 & 5) Revised 1/4/16

**P R O P O S A L F O R M**  
**FOR**  
**ADA COMPLIANCY WEBSITE AUDIT**

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

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

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

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

THIS PROPOSAL SUBMITTED BY:

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

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

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

Date\_\_\_\_\_Telephone\_\_\_\_\_

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

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

NOTE: A facsimile signature must be initialed in ink.

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

## **RESPONSES**

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

Provide the following documentation:

1. Proof of certification/approval by OCR to conduct other audits similar to the described audit.
2. Proof of certification from the International Association of Accessibility Professionals.
3. Describe your firm's ability to test with assistive technologies, including but not limited to, keyboard only, high contrast, desktop screen reader, and mobile screen reader.
4. Describe your firm's ability to conduct an automated search of the entire JCPS website for ADA compliance.
5. Address your firm's ability to identify any online content or functionality that is inaccessible to persons with disabilities, including online content and functionality developed by, maintained by, or offered through a third party vendor or an open source.
6. Address your firm's ability to manually inspect the web pages listed in the specifications.
7. Supply a sample violation/findings report.
8. Provide an example of a corrective action plan to bring the JCPS website into compliance.
9. Provide your firm's timeline to complete the described audit of the JCPS website.
10. Describe your firm's use of W3C's Web Content Accessibility Guidelines (WCAG) 2.0 Level AA and the Web Accessibility Initiative Accessible Rich Internet Applications Suite (WAI-ARIA) 1.0 for web content assessment.
11. Provide references of five (5) similar sized websites your firm has audited for possible violations of Section 504 and Title II of the Americans with Disabilities Act.

**VENDOR CHECKLIST**

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

**SUBMIT IN ADVANCE:**

\_\_\_\_\_ Pre-Proposal Questions (Page 5)

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

- \_\_\_\_\_ Certificate of Insurance Requirement (Page 20)
- \_\_\_\_\_ Proposal Form (Page 21)
- \_\_\_\_\_ Responses (Page 22)
- \_\_\_\_\_ Completed Vendor Checklist (Page 23)
- \_\_\_\_\_ Resident Vendor Affidavit – if applicable (Page 24)
- \_\_\_\_\_ Non-Discrimination / Minority Owned Business Form (Page 25)
- \_\_\_\_\_ Bidder must submit a current W-9 form with response

**SUBMIT IN SEALED SMALL ENVELOPE:**

- \_\_\_\_\_ Cost Schedule Cover Form (Page 26)
- \_\_\_\_\_ Cost Schedule Form with Pricing (Page 27)

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

The bidder or offeror hereby swears and affirms under penalty of perjury that, in accordance with KRS 45A.494(2), the entity bidding is an individual, partnership, association, corporation, or other business entity that, on the date the contract is first advertised or announced as available for bidding:

- Jefferson County Public Schools reserves the right to request documentation supporting a bidder's claim of resident bidder status. Failure to provide such documentation upon request shall result in disqualification of the bidder or contract termination.

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**NON-DISCRIMINATION / MINORITY OWNED BUSINESS FORM**

**IT IS OF VITAL IMPORTANCE THAT YOU RESPOND TO THIS INQUIRY.**

The Jefferson County Board of Education needs confirmation from your company of your compliance and/or intent to comply with the Federal, State, Local, and Board regulations to Non-Discrimination on any and all contracts awarded by the Board of Education.

We also need to know if your company is a minority owned business.

**Please complete the following inquiry:**

**Is your company complying with  
Federal regulation relating  
to Non-Discrimination?**

**YES**\_\_\_\_ **NO**\_\_\_\_

**Is your company a minority  
owned business?**

**YES**\_\_\_\_ **NO**\_\_\_\_

**Name of Company**\_\_\_\_\_

**Address**\_\_\_\_\_

\_\_\_\_\_ **Zip Code**\_\_\_\_\_

**Signature**\_\_\_\_\_

**Typed Name**\_\_\_\_\_

**Official Title**\_\_\_\_\_

**C O S T S C H E D U L E C O V E R F O R M**  
**FOR**  
**ADA COMPLIANCY WEBSITE AUDIT**

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

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

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

THIS PROPOSAL SUBMITTED BY:

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

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

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

Date\_\_\_\_\_Telephone\_\_\_\_\_

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

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

NOTE: A facsimile signature must be initialed in ink.

The Proposer hereby acknowledges receipt of the following addenda:

Addendum No.\_\_\_\_\_Dated\_\_\_\_\_Addendum No.\_\_\_\_\_Dated\_\_\_\_\_

Addendum No.\_\_\_\_\_Dated\_\_\_\_\_Addendum No.\_\_\_\_\_Dated\_\_\_\_\_

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

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

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

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

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

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

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

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

1. Cost for ADA Compliancy Audit of JCPS website for possible violations of Section 504 and Title II of the Americans with Disabilities Act. (This figure must include all costs and fees to perform the audit and completion of corrective plan.) \$ \_\_\_\_\_