

-- 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

ASBESTOS AIR MONITORING, LAB ANALYSIS SERVICES & LEAD TESTING

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 instruction and specifications carefully. Failure to comply with these instructions may disqualify your bid.

Bids must be emailed to the office of Wyatte Wynn, Director of Purchasing, at: JCPS.Sealed-Bids@jefferson.kyschools.us with BID ID 8485 in the subject line. By submitting a response, vendor confirms they have read, understand and agree to all terms and conditions in this Invitation to Bid.

CONTRACT PERIOD: The contract period will be from November 12, 2025 or date of Board approval (whichever is later) through November 11, 2026, with two (2) annual renewals at the option of both parties. This contract may be extended for a period not to exceed sixty (60) days upon the mutual agreement of both parties provided there are no escalation fees.

TIME OF BID OPENING:

Bids will be opened Wednesday, September 10, 2025, 11:00 a.m., Eastern Time.

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 email inbox 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 to submit bids on time.

LOCATION OF BID OPENING:

Emailed 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.

“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.

GENERAL BID INSTRUCTIONS AND CONDITIONS
(PLEASE READ CAREFULLY)

A. 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. A copy of these regulations may be obtained by contacting the Purchasing/Bids Department or at the following website: [Procurement Regulations and Procedures](#). It is the responsibility of the offeror to be familiar with these Regulations.

B. 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.

C. BID DOCUMENTS

All proposals must be submitted on the "Bid Form."

D. TELEGRAPHIC OR FACSIMILE BIDS

Telegraphic or facsimile bids are prohibited; any and all bids received electronically must be emailed to: JCPS.Sealed-Bids@jefferson.kyschools.us.

E. AWARDING OF CONTRACT

Please refer to the Special Conditions.

F. ASSIGNMENT OF CONTRACT

The Bidder shall not assign or subcontract any portion of the Contract without the express written consent of JCPS. Any purported assignment or subcontract without the written consent of JCPS shall be void. Bidder agrees that JCPS shall consent to any request for assignment of subcontract in its sole discretion. If ownership of Bidder changes, Bidder or its successor firm shall notify JCPS in writing within 30 days of the Bidder's receiving notice that its ownership is changing, including but not limited to purchase or other transfer.

G. PURCHASES BY OTHER GOVERNMENT ENTITIES

Any government entity in Kentucky shall have the option of making purchases from a contract executed under this bid when such actions are agreed to by the awarded vendor(s). JCPS will not be responsible for payment of any purchases by another government entity.

H. 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.

I. 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.

J. 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.

K. 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.

L. 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.

M. 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.

N. 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.

O. 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.

P. 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, sexual orientation, gender identity, gender expression, 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, sexual orientation, gender identity, gender expression, 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.

Q. 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 Office of Equal Employment Opportunity and Contract Compliance, Capitol Annex Room 395, Frankfort, Kentucky 40601; phone (502)564-2874; fax (502)564-1055; email: Finance.ContractCompliance@ky.gov.

R. 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. Awarded contractors may not add fuel surcharges or other similar charges to bid prices or invoice. All items are to be shipped inside delivery for school locations. Items designated for warehouse only may be tailgate delivery.

If during the contract period 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.

S. 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 rejected.
- (4) No bid can be corrected or altered or signed after being opened. Signature must be in blue ink (no pencil or digital signatures will be accepted). 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.
- (5) 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.
- (6) Any questions relative to this bid shall be submitted in writing or via email to Wyatt Wynn, Director of Purchasing/Bids (purchasingbids@jefferson.kyschools.us).

T. INTERPRETATION OR CORRECTION

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

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

U. 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 "Contract Period".

- (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.

V. 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.

W. 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.

X. 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.

Y. 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.

Z. SUBMITTALS

Submittals are required as part of this bid. Follow directions as listed in the Special Conditions. Submittals (referencing BID NAME and BID NUMBER) must be submitted with your bid, NO LATER THAN the bid opening date and time, to JCPS.Sealed-Bids@jefferson.kyschools.us.

Failure to furnish submittals may subject your bid to rejection.

AA. 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.

If offeror is selected and contractor and/or any employees of contractor require access to school grounds on a regularly scheduled and continuing basis for the purpose of providing services directly to a student or students, all individuals performing such services under this Contract are required to submit per KRS 160.380 to a national and state criminal history background check by the Department of Kentucky State Police and the Federal Bureau of Investigation and have a letter, provided by the individual, from the Cabinet for Health and Family Services stating no administrative finding of child abuse or neglect found through a background check of child abuse and neglect records maintained by the Cabinet for Health and Family Services.

BB. TERMINATION

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

CC. DATA SECURITY AND BREACH PROTOCOLS

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

"Personal Information" is defined in accordance with KRS 61.931(6) as "an individual's first name or first initial and last name; personal mark; or unique biometric or genetic print or image, in combination with one (1) or more of the following data elements:

- a) An account, credit card number, or debit card number that, in combination with any required security code, accesscode or password, would permit access to an account;
- b) A Social Security number;
- c) A taxpayer identification number that incorporates a Social Security number;
- d) A driver's license number, state identification card number or other individual identification number issued by an agency;
- e) A passport number or other identification number issued by the United States government; or
- f) Individually Identifiable Information as defined in 45 C.F.R. sec. 160.013 (of the regulations under the Health Insurance Portability and Accountability Act), except for education records covered by the Family Education Rights and Privacy Act, as amended 20 U.S.C. sec 1232g."

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

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

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

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

The vendor hereby agrees to report, immediately and within twenty-four (24) hours, to the offices of the Jefferson County Public Schools Chief Financial Officer, Chief Operations Officer, Chief Information Officer, Executive Administrator Information Technology and Executive Administrator Payroll of any known reasonably believed instances of missing data, data that has been inappropriately shared, or data taken off site.

The vendor hereby agrees that the Jefferson County Public Schools may withhold payment(s) owed to the vendor for any violation of the Act or this Article.

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

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

In accordance with KRS 61.932(2)(a), the vendor shall implement, maintain, and update security and breach investigation procedures that are appropriate to the nature of the information disclosed, that are at least as stringent as the security and breach investigation procedures and practices established by the Commonwealth Office of Technology (<http://technology.ky.gov/ciso/Pages/InformationSecurityPolicies,StandardsandProcedures.aspx>) and that are reasonably designed to protect the Personal Information from unauthorized access, use, modification, disclosure, manipulation, or destruction.

Student Data Security

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

Jefferson County Public Schools, becomes the equivalent of a cloud computing service provider, the vendor does further agree that:

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

DD. FINAL DISPOSITION OF JCPS DATA

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

**The following terms and conditions, EE through LL, apply only when purchases are made by School and Community Nutrition Services.

EE. EXCLUSIVITY

The school district agrees to use the designated contract supplier(s) as an exclusive source for the various items and services as listed herein as well as for comparable substitutes and supplemental items. The only anticipated exceptions might be in time of emergency.

FF. ACCESS TO RECORDS

All contracts over \$10,000 awarded by the School Food Authority, must include a provision to the effect that the School Food Authority, the State Agency, USDA, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract, for the purpose of making audit, examination, excerpts, and transcriptions.

GG. PENALTY

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

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

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

HH. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

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

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

II. BUY AMERICAN

The Buy American provision was added to the National School Lunch Act (NSLA) by Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336). Section 12(n) to the NSLA (42 USC 1760(n)), requiring school food authorities (SFAs) to purchase, to the maximum extent practicable, domestic commodity or product.

The following clause language is suggested but not mandatory:

“Domestic Commodity or Product” are defined as an agricultural commodity that is produced in the United States and a food product that is processed in the United States using substantial agricultural commodities that are produced in the United States.

“Substantial” means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically.

Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as territories of the United States.

The Buy American provision (7 CFR Part 210.21(d)) is one of the procurement standards SFAs must comply with when purchasing commercial food products served in the school meals programs.

Buy American: Schools participating in the federal school meal programs are required to purchase domestic commodities and products for school meals to the maximum extent practicable. Domestic commodity or product means an agricultural commodity that is produced in the US and a food product that is processed in the US substantially (at least 51 percent) using agricultural commodities that are produced in the US.

Federal regulations require that all foods purchased for Child Nutrition Program be of domestic origin to the maximum extent practicable. While rare, two (2) exceptions may exist when: the product is not produced or manufactured in the US in sufficient reasonable and available quantities of a satisfactory quality, such as bananas and pineapple; and competitive proposals reveal the cost of a domestic product is significantly higher than a non-domestic product. ALL products that are normally purchased by Distributor as non-domestic and proposed as part of this solicitation must be identified with the country of origin. Distributor shall outline their procedures to notify School when products are purchased as non-domestic. Any substitution of a non-domestic product for a domestic product (which was originally a part of the solicitation), must be approved, in writing 10 days prior of delivery date, by the Food Service Director, prior to the delivery of the product to the School. Any non-domestic product delivered to the School, without the prior written approval of the Food Service Director, will be rejected. Distributor must affirm their willingness to assert their best and reasonable efforts to ensure compliance with this federal rule.

JJ. DISCOUNTS, REBATES, ALLOWANCES AND INCENTIVES

The vendor shall fully disclose all discounts, rebates, allowances, and incentives received from its suppliers. The vendor must disclose and return to the Jefferson County Public School District, within a mutually agreed upon timeframe, the full amount of any discounts, rebates, or applicable credits that are received based on any purchases made on behalf of the District.

KK. COST REIMBURSABLE CONTRACTS

The following conditions apply to cost reimbursable contracts:

Allowable costs will be paid from the nonprofit school food service account to the contractor net of all discounts, rebates and other applicable credits accruing to or received by the contractor or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the school food authority;

The contractor must separately identify for each cost submitted for payment to the school food authority the amount of that cost that is allowable (can be paid from the nonprofit school food service account) and the amount that is unallowable (cannot be paid from the nonprofit school food service account);

The contractor must exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification;

The contractor's determination of its allowable costs must be made in compliance with the applicable Departmental and Program regulations and Office of Management and Budget cost circulars;

The contractor must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the school food authority for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. If approved by the State agency, the school food authority may permit the contractor to report this information on a less frequent basis than monthly, but no less frequently than annually;

The contractor must identify the method by which it will report discounts, rebates and other applicable credits allocable to the contract that are not reported prior to conclusion of the contract; and

The Contractor must maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation upon request to the school food authority, the State agency, or the Department.

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

LL. ALL CONTRACTS OVER \$100,000

(1) Clean Air Act

a. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 {h}).

(2) Clean Water Act

a. Compliance with all applicable standards, orders, or requirements issued under section 508 of the Clean Water Act (33 U.S.C. 1368).

(3) EPA Regulations

a. Compliance with Environmental Protection Agency regulations (40CFR part 15). (Contracts, subcontracts and sub grants of amounts in excess of \$100,000).

ASBESTOS AIR MONITORING, LAB ANALYSIS SERVICES & LEAD TESTING**SPECIAL CONDITIONS****AWARDING OF CONTRACT(S):**

Unit prices are required for Items 1-26. However, the contract(s) may be awarded to the vendor(s) with the lowest total from the SAMPLE PROJECT WORKSHEET after the application of any reciprocal preference for resident bidders as required by the Kentucky Model Procurement Code, meeting minimal staffing requirements, meeting all specifications, all conditions and all other provisions of this Invitation to Bid. Likewise, a primary vendor and secondary vendor(s) may be selected to ensure adequate coverage if considered in the best interest of the Board of Education. The SAMPLE PROJECT WORKSHEET MUST be submitted with your response.

By submitting a response vendor confirms they have read, understand, and agree to all terms and conditions of this Invitation to Bid.

REVIEW PROCEDURE:

After the bid process is completed, all bid documents for goods and services are initially reviewed by the Purchasing/Bid Department. Final review is made by the appropriate personnel with recommendation for approval by the Jefferson County Board of Education.

EVALUATION CRITERIA:

Contract(s) will be awarded on the lowest bid which will be determined by the lowest "Sample Project Worksheet". The bid(s) selected must be satisfactory to JCPS for all the subject areas. Review will include laboratory certifications, qualifications, experience and minimal staffing requirements.

All prices requested in this bid document are "unit prices" and all unit price blanks shall be filled in with prices. Unit prices are to be used to fill in the "Sample Project Worksheet".

All bidders are advised to provide complete and accurate documentation on all information and prices.

Additional relevant information such as company brochures may be submitted with your bid.

Additional clarification information may be requested by JCPS prior to final decision and award.

Contract can be terminated upon a decision by JCPS that the original intent and/or pricing structure is not being implemented in good faith.

Past Vendor Performance may be considered in the award of this Contract. Vendors with a record of poor performance on a JCPS contract in the last twelve (12) months may be found non-responsible and ineligible for award.

ALTERNATE BIDS:

The Jefferson County Board of Education 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.**

MISC. INFORMATION:

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

The use of subcontractors for this contract requires prior written approval from the Director of Safety & Environmental who may be contacted at (502) 485-3298.

INSURANCE INFORMATION:

Please refer to the Certificate of Insurance Requirements.

SPECIAL CONDITIONS - continued

All insurance in this section shall apply to all work items as described in these specifications:

ARTICLE NO. 27 - INSURANCE (702 KAR 4:020 [5])

The Contractor shall not commence work under this contract until obtaining all insurance required under the conditions of the contract, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of the subcontractor has been so obtained. The Contractor shall furnish the owner with satisfactory evidence that they have secured and will maintain the required insurance coverage until beneficial occupancy by the owner or final acceptance of the project.

Compensation Insurance - The Contractor shall obtain and maintain, during the life of this contract, Workmen's Compensation Insurance per Kentucky Statutes for all of their employees employed at the site of the project and the Contractor shall require all subcontractors similarly to provide Workmen's Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the Contractor.

There shall be an endorsement in each of the above policies reading as follows:

"It is hereby agreed, in event of a claim arising under this policy, the company will not deny liability by reason of the insured being a state, county, municipal corporation or governmental agency."

PAYMENT OF INVOICES:

Invoices for all items purchased as a result of this bid are to be sent directly to the Accounts Payable Department of Jefferson County Public Schools, PO Box 35340, Louisville, Kentucky, 40232-5340 or email to: apinvoices@jefferson.kyschools.us, for processing. Payments will be issued from this department directly to the supplier.

FIRM PRICES:

Prices shall remain firm for the contract period.

SUBMITTALS:

Submittals are required as part of this bid. Submittals (referencing BID NAME and BID NUMBER) must be submitted with your bid, NO LATER THAN the bid opening date and time, directly to JCPS.Sealed-Bids@jefferson.kyschools.us.

Failure to furnish submittals may subject your bid to rejection.

REQUIRED VENDOR INFORMATION

BID ID #8485

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

Purchasing/Bid Department
C. B. Young, Jr. Service Center
3001 Crittenden Drive
Louisville, Kentucky 40209
Phone: (502)485-3543

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

Provide your company's complete **PURCHASE ORDER EMAILING ADDRESS**

3. Provide your company's complete **PAYMENT REMIT ADDRESS** information including name of company, street and/or P.O. Box, city, state, zip code and phone number. _____

4. Provide a completed current W-9 Form with your response. Vendor name in ESM Solutions **MUST** match Items 1 and 2 on your W-9 Form.

NOTES:

By submitting a response vendor confirms they have read, understand, and agree to all terms and conditions of this Invitation to Bid.

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

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

The prices submitted on the "Sample Project Worksheet" will be used to determine the lowest evaluated bidder. **This worksheet MUST be submitted NO LATER THAN the date and time of the bid opening.**

Vendors are to submit copies of certificates of accreditations no later than the date and time of bid opening. Failure to provide certificates may subject your bid to rejection.

VENDOR REPRESENTATIVE FORM

BID ID #8485

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

Purchasing/Bid Department
C. B. Young, Jr. Service Center
3001 Crittenden Drive
Louisville, Kentucky 40209

Phone: (502)485-3543

VENDOR/COMPANY NAME: _____

PHONE NO.: _____ FAX NO.: _____

LOCAL REPRESENTATIVE (CONTACT PERSON) INFORMATION:

NAME: _____

ADDRESS: _____

PHONE NO.: _____ FAX NO.: _____

EMAIL: _____

IN THE EVENT OF BID AWARD, CONTRACT TO BE MAILED TO:

NAME: _____

ADDRESS: _____

PHONE NO.: _____ FAX NO.: _____

EMAIL: _____

VERIFICATION OF BUSINESS STATUS FORM

The Jefferson County Public Schools is requesting your company supply the following information:

Is your company Minority-Owned (MBE)?* YES NO

Is your company Woman-Owned (WBE)?* YES NO

Is your company a Service-Disabled Veteran-Owned Business (SDVOB)?** YES NO

Is your company owned and operated by a person(s) with a disability (HBE)?** YES NO

*To be recognized as an MBE or WBE a Contractor must be at least 51% owned, operated, and controlled by one or more minorities or females who are either U.S. citizens or lawful permanent residents.

**To be recognized as a SDVOB or HBE a Contractor must be at least 51% owned, operated, and controlled by one or more individuals with a disability or service disabled veterans who are either U.S. citizens or lawful permanent residents.

ATTENTION: This completed form must be submitted with your bid.

Name of Company: _____

Street Address: _____

City: _____ Zip Code: _____

Signature: _____

Printed Name: _____

Official Title: _____

Phone Number: _____ e-mail: _____

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization: _____

Street address: _____

City, State, Zip: _____

NAME OF AUTHORIZED REPRESENTATIVE: (PRINT)

TITLE:

(SIGNATURE)

(DATE)

*****NOTICE TO ALL BIDDERS*****

THIS FORM MUST BE COMPLETED, SIGNED BY AN AUTHORIZED REPRESENTATIVE AND RETURNED TO JCPS.

CERTIFICATE OF INSURANCE REQUIREMENT

BID ID #8485

Failure to submit the certificate of insurance with your response **MAY** subject your bid to rejection. The Individual/Vendor/Organization shall furnish a certificate of insurance in accordance with the requirements set forth below. Complete policy number and inception/expiration dates must be included. The Individual/Vendor/Organization 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 Jefferson County Public Schools 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:

The insurance required shall be written for no 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 | \$2,000,000.00 |
| 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. General/Commercial Liability: JCPS must be listed as additional insured

- | | |
|--|----------------|
| 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 | \$ 20,000.00 |
| b. Property Damage (Combined single limit) | \$ 1,000,000.00 |
| c. Commercial bus vehicles (Combined single limit) | \$10,000,000.00 |

5. Professional Liability/Errors & Omissions (for architectural or construction management services)

- | | |
|---------------------|----------------|
| a. Per occurrence | \$1,000,000.00 |
| b. Annual aggregate | \$2,000,000.00 |

6. Cyber: \$5,000,000.00

If the individual/vendor/organization has no PII for the students or staff the cyber insurance is not required.

Questions? Please call 485-3313 or email jill.sanford@jefferson.kyschools.us

Required Clauses for Federal Contracts
Bid #8485

The United States Department of Agriculture (USDA) requires vendor(s) awarded contract(s) on National School Lunch Program (NSLP), National School Breakfast Program (NSBP) or associated Nutrition Services and JCPS District contracts to certify and assure that they will comply with all of the applicable requirements of Items 1-14 as listed below. Vendor(s) also agree these items may be amended from time to time, including adding appropriate provisions to all contracts between JCPS and for-profit contractors.

All awarded vendors/contractors:

- (1) Must be in strict compliance with the administrative, contractual or legal remedies as outlined in Model Procurement (Article IX Legal and Contractual Remedies), where contractors violate or breach contract terms and provide for such sanctions and penalties as may be appropriate (Contracts more than the simplified acquisition threshold).
- (2) Are subject to termination for cause and for convenience by the grantee or sub grantee as outlined in Model Procurement (Article VI Contract Modification and Termination Section 6.5) (All contracts in excess of \$10,000).
- (3) Agree to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60).
- (4) Agree to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR Part 3). For construction and repair awarded by the recipients and sub recipients in excess of \$2000.
- (5) Agree to comply with the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5) (Construction contracts in excess of \$2000 awarded by grantees and sub grantees when required by Federal grant program legislation).
- (6) Agree to comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5) (Construction contracts awarded by grantees and sub grantees in excess of \$100,000, which involve the employment of mechanics or laborers).
- (7) Agree JCPS Nutrition Services will obtain all rights to any discovery or invention which arises or develops in the course of or under such contract (37 CFR Part 401).
- (8) The books and records of the contractor pertaining to operations under this agreement shall be available to the Child Nutrition Program (CNP) Sponsor at any reasonable time. These records are subject to inspection or audit by representatives of the CNP Sponsor, State Agency, the USDA, and the US General Accounting Office at any reasonable time and place. The CNP Sponsor shall maintain such records, for a period of not less than three (3) years after the final day of the contract, or longer if required for audit resolution (7 CFR 210.23(c), and 2 CFR Part 200.333).
- (9) Must be in strict compliance for contracts in excess of \$150,000, including subcontracts and sub grants, with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 7401-7671q), and the Federal Water Pollution Act amended (33 U.S.C. 1251-1387) and the contractor must agree to report all violations to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(10) Agree to comply, for contracts in excess of \$100,000, with the Byrd Anti- Lobbying Amendment (31 U.S.C. 1352) and the New Restrictions on Lobbying and annually sign and submit to JCPS Nutrition Services the Certificate Regarding Lobbying and if applicable, the Disclosure of Lobbying Activities (Form SF-LLL).

(11) Non-federal entities that are a state agency, or agency of a political subdivision of a state and its contractors, must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of the Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

(12) Energy Policy and Conservation Act: The contractor shall meet the mandatory standards and policies relating to energy efficiency, which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Pub. L 94-163,89 Stat.871).

13) Agree to comply with collusion to restrain bids is prohibited, section 45A.325 of Kentucky Model Procurement Code, which restrains, tends to restrain, or is reasonably calculated to restrain competition to bid at a fixed price, or refrain from bidding, or otherwise, is prohibited.

14.) Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

6/12/23

1. In order to provide a safe and healthful working environment, all contractors working for Jefferson County Public Schools (JCPS) are responsible for complying with all federal, state, and local regulations, such as but not limited to, the Kentucky Occupational Safety and Health Standards for the Construction and General Industry, Kentucky Fire Prevention Code, Kentucky Building Code, Jefferson County Department of Health Regulations, Asbestos Hazard Emergency Response Act, Environmental Protection Agency, and JCPS Project Specifications.
2. Contractors and subcontractors of Jefferson County Public Schools are required to keep and complete OSHA 301 form(s), OSHA 300 log(s), and OSHA 300a summary form(s) for their employee(s); or equivalent form(s)/log(s) for their employee(s). Additionally, contractors and subcontractors of Jefferson County Public Schools shall follow current mandated state and federal accident reporting requirements for their employee(s) injuries. After an accident requiring reporting, contractors and subcontractors of Jefferson County Public school shall make the employee injury report to the Kentucky Education and Labor Cabinet or federal OSHA within required time limitations.
3. Each Contractor shall have a trained competent safety person on site at all times. Each Contractor shall have a written company safety plan on the work-site.
4. Good housekeeping procedures shall be followed to minimize slip, trip, and fall hazards.
5. Dust barriers shall be utilized and cleaning schedules maintained to minimize the accumulations of dust and debris.
6. Roofing Contractors shall make sure all kettles are kept closed during use. All roof penetrations shall be sealed when using pitch and/or asphalt bitumen. Location of kettle shall be coordinated with the JCPS inspector.
7. Safety Data Sheets (SDS) shall be kept on site and employees familiar with their content.
8. Workers shall follow appropriate standards regarding specific eye protection, other personal protective equipment, or respiratory protection as required.
9. If required, and not included in the specifications, contractors shall follow proper disposal procedures of any hazardous waste.
10. No smoking is allowed in the school building.
11. Know the emergency procedures taken for fire, tornado, or an earthquake, etc. The site specific written plan for each facility is located in the main office area. If working inside a room the emergency procedure for fire and tornado are located by the doorways.
12. A copy of the JCPS Confined Space Plan and regulation will be supplied when requested. Tunnels and lift stations have been classified as confined spaces because they have the potential to contain an atmospheric hazard. The OSHA standard requires training in monitoring responsibilities, duties of employees, and documentation on the contractor's part.
13. Under the Fall Protection Standard employees will have to select fall protection compatible with the type of work being performed. When working on JCPS roofs or on electronic/telecommunication towers, fall protection is required. A copy of the JCPS Fall Protection Plan and regulation will be supplied when requested.
14. All construction personnel shall be restricted to construction areas as designated during pre-construction meetings. An employee outside the work area must be signed in and out of the office as a visitor.
15. All contractors and personnel are required to use identification badges with name (if possible) and company name.
16. Please report any incident resulting in temporary loss of the use of JCPS property due to flood, fire, chemical spills, etc., to the Safety and Environmental Office at 485-3298 or 485-3698 from 7:00 a.m. to 5:00 p.m. or 485-3121 (Security) after normal working hours. Any injury or illness known to be OSHA recordable should be reported within 24 hours to the Safety and Environmental Office.
17. Please distribute this information to all of your subcontractors and post at the job site. The above mentioned regulations and requirements help ensure a safe workplace. If you have any questions regarding this information, please call the Safety and Environmental Office at (502) 485-3298.

SPECIFICATIONS

BID ID: #8485

ASBESTOS AIR MONITORING, LABORATORY ANALYSIS SERVICES AND LEAD TESTING

1. When transmission electron microscopy (TEM) is required under the 1986 AHERA regulations, the analytical protocol included in those regulations shall be followed with respect to the order of analyzing blank cassettes and the five outside cassettes and the conducting of the "Z" test.
2. When TEM analysis is required for final clearance of any work area of a project the analyzing laboratory shall furnish to Owner a written statement covering the status of that clearance. One of the following statements shall be included, but wording should be that of the responsible laboratory personnel:
 - A. All five samples from inside the work area have been analyzed and the average asbestos fiber count is less than 70 structures per square millimeter according to AHERA analytical protocol. The school (insert school name) is cleared for re-occupancy.
 - B. Following analysis of the five samples from inside the work area, five samples from outside the work area and the three blank cassettes (as appropriate to the situation), the work area has passed or failed according to the analytical protocol of the 1986 AHERA regulations. A statement from the laboratory explaining in lay terms the procedure and reasons for these results shall be included.

The letter which includes similar statements to the above shall be on the letterhead of the testing laboratory responsible for the analysis and shall be signed by a responsible employee of that firm.

3. For TEM area clearance samples, the owner will require the analytical laboratory to furnish copies of data sheets recorded during the analysis and additionally, for any clearance group of samples which fails (greater than 70 structures/MM²), a diffraction pattern representing one-fifth (1/5) of the structures counted on samples taken inside the work area must be furnished to the Architect and Owner. The diffraction pattern sheet must bear the date and time of the pattern. Hard copies of the diffraction pattern(s) must be furnished to the Architect and Owner within twenty-four hours of the analysis.
4. The Owner will require the furnishing of routine diffraction pattern photographs for at least one sample from each TEM clearance sample group. Each photograph is to be imprinted with an identifying number, company name, date and time (in real numbers) and be included in the project log for that asbestos project.
5. The air monitoring and analytical laboratory consultant will be required to furnish original and three (3) legible copies of all sample logs, daily reports, test analysis, clearance certification, diffraction patterns (and photographs), pressure differential monitor/recorder strip chart, etc., to the Owner if work performed on the Unit Price Contract at the completion of the abatement for each project. A separate project manual is required for each project at a school where more than one project is conducted. Provide APCD with clearance results within five (5) days of job completion with date of project on front cover of report.
6. All laboratory analysis sheets, reports, log books, etc. shall contain the NVLAP accreditation number and date of expiration for the testing laboratory.
7. Before a contract is issued to the Testing Laboratory, that firm shall submit to the Owner for approval a list of all personnel to be assigned to Jefferson County Public School projects during the term of the contract. Include with each employee name a summary of their experience and a copy of all accreditations they currently possess, including dates of expiration. This list is to be updated from time to time as employees are added to or deleted from the work of this contract.

SPECIFICATIONS - Cont.

8. Invoices rendered under the work of this contract shall be submitted monthly directly to the Owner if work is being performed under the Unit Price Contract. On work being done under the Unit Price Contract, invoices shall be submitted monthly clearly identifying schools and JCPS's Work Order number on the invoice. Included in or attached to each invoice shall be the Jefferson County Public School System Project Daily Accountability Reports (attached to this bid) and a summary breakdown showing the name of the technician(s), date and hours worked which shall correspond to the project log and any sampling and analysis conducted on that day. A separate breakdown shall be provided for each individual invoice and shall be attached to the appropriate invoice.
9. The cost of miscellaneous expenses such as travel, per diem living expenses, printing, postage, telephone, reporting of laboratory analysis results by facsimile (FAX) for all air, bulk samples and TEM clearance are included in the basic charges quoted and no reimbursable expenses shall be applicable to the work of this contract.
10. The cost of any overtime analysis at the site or additional sampling above the normal number per work shift specified in this bid, shall be charged to the Owner only if authorized by the Owner or his representative prior to the beginning of such services.
11. Laboratory field technicians shall be required to visually inspect all asbestos-containing material loaded for disposal by the Contractor and recorded on the Project Daily Accountability Report (attached) the daily total.
12. Laboratory field technicians shall be required to notify the Owner or his representative if any unsafe practices are detected on the asbestos project or any of the Owner's specifications are being violated. This notification shall be given verbally at the time of occurrence and be recorded in the project log. The project log entry should include date of occurrence, time, person notified and corrective action taken. Incidents shall also be noted on the Project Daily Accountability Report. The air monitoring firm is responsible for final visual inspections and required air monitoring which shall include ambient, inside, outside, personal and clearance sampling. A letter shall be submitted to JCPS at the completion of each job that states the asbestos abatement is complete and the area is released to JCPS for reoccupancy.
13. Except in emergency situations the laboratory field technician shall not be changed at the project site during the entire project provided that the abatement work is to be done on a single shift basis not to exceed 12 hours per day.
14. All daily reports and PCM air sample analysis is to be completed daily by the laboratory field technician at the site and those reports made available to the Owner's representative at the job site no later than the following day.
15. The Owner reserves the right to contract directly with a NVLAP Certified Laboratory for bulk sample and TEM analysis.
16. The Air Monitoring Contractor may invoice for a field technician (at the first eight (8) hours in a 24-hour calendar day) rate for up to one hour for the transportation of bulk and TEM samples to a certified NVLAP laboratory per authorized trip.
17. The Contractor shall furnish a minimum of three (3) Laboratory field technicians for the Asbestos Abatement Maintenance Contract and a sufficient number of Laboratory field technicians for any renovation or roofing projects. Several of these projects may be scheduled concurrently.

SPECIFICATIONS - Cont.

LEAD TESTING:

Testing for levels in lead based paint of room substrates is needed by JCPS. Surfaces to be tested for the presence and level of the lead in the paint are in classrooms and other areas such as on school walls, doors, windows, outside bleachers, etc. Testing shall be done by a certified lead inspector and/or risk assessor, etc. in compliance with OSHA lead regulations federal EPA lead-safe regulations, state of Kentucky lead regulations and the regulations of the Metro Louisville Dept. of Health and Wellness, whichever are stricter. The type of tests could include dust wipe sampling, XRF testing, paint chip sampling, OSHA worker protection sampling, air sampling, soil sampling, etc. The school or facility needing testing shall be spelled out by JCPS Safety and Environmental Services. Results shall be reported in a table or chart identifying the sample ID, room, substrate, and lead level in mg/cm² with said sheet being attached to an 8 1/2 x 11 inch floor plan obtained from the JCPS Staff identifying the location of the samples. The preferred method for the bulk of the testing for the purpose of establishing lead levels is by XRF testing by a certified operator. There shall be no occupants present in the room or adjoining rooms, with most of the XRF testing being done after school hours. Contractor must have the XRF monitor and other equipment, certified labor necessary and certified laboratory testing analysis as needed to complete the work. Laboratory results and a summary shall be furnished with documentation.

SUBMITTALS FOR BID ID: #8485

ASBESTOS AIR MONITORING, LAB ANALYSIS SERVICES AND LEAD TESTING

NOTES: All bidders must print and submit (**PRIOR to the bid opening date and time**) the following information (A-E) to the Purchasing/Bid Department, Room #164, C. B. Young, Jr. Service Center, 3001 Crittenden Drive, Louisville, Kentucky 40209.

Copies of certificates of accreditations are being requested and will be used for evaluation of bid. Failure to submit these certificates may subject your bid to rejection.

A. FIRM INFORMATION

1. List all current laboratory accreditations applicable to asbestos testing:

	<u>Accrediting Agency</u>	<u>Certificate No.</u>	<u>Expiration Date</u>	<u>Does this Qualify for AHERA?</u>
Bulk Sampling/ Analysis	_____	_____	_____	_____
Phased Contrast Microscopy	_____	_____	_____	_____
Transmission Electron Microscopy	_____	_____	_____	_____

2. General liability (Public Liability, Property Damage and Vehicle) insurance is carried by this firm as follows:

	<u>Types of Coverage</u>	<u>Underwriter/ Company</u>	<u>Limits of Policy</u>	<u>Expiration Date</u>
(a)	_____	_____	_____	_____
(b)	_____	_____	_____	_____
(c)	_____	_____	_____	_____
(d)	_____	_____	_____	_____

A. FIRM INFORMATION - Cont.

3. Professional liability insurance covering asbestos related work is currently in force for this firm as follows:

	<u>Underwriter/ Company</u>	<u>Occurrence/ Claims Made</u>	<u>Limits of Policy</u>	<u>Expiration Date</u>
(a)	_____	_____	_____	_____
(b)	_____	_____	_____	_____
(c)	_____	_____	_____	_____
(d)	_____	_____	_____	_____

(1) Does policy have an Extended Policy Period coverage clause? ____Yes ____No

(2) Jefferson County Public Schools must be listed on certificates as an additional insured.

(3) Notice: The Jefferson County Public Schools Asbestos Management Program is to be notified by the insured whenever the policy or coverage expires during the term of this contract.

(4) How many years of continuous coverage does your firm have with this insurer? _____years

4. Years your firm has been in business under the current name. _____years

5. Does this firm perform TEM analysis in the local facility with their own equipment and employees?
____Yes ____No

6. If TEM analysis is sublet to an outside facility, give name, address and copy of certificate of accreditation:

Laboratory Name_____

Address_____

Area Code & Phone Number_____

Accrediting Agency_____

Accreditation Number_____

Expiration Date for Accreditation_____

Qualification for AHERA Projects? ____Yes ____No

Years of Experience With Facility_____

Protocol Followed by Lab_____

B. PERSONNEL AND QUALIFICATIONS

1. Our firm currently employs the following number of employees by job category (list all that apply):

- (a) Clerical _____
- (b) Laboratory technician _____
- (c) TEM trained microscopists _____
- (d) Asbestos inspectors (AHERA) _____
- (e) Field technicians _____
- (f) Certified industrial hygienists _____
- (g) Other (list) _____

2. Our firm currently has available the following trained and experienced field technicians for assignment to this contract:

- (a) Total number _____
- (b) Number who have successfully completed NIOSH 582, Sampling and Evaluating Airborne Asbestos Dust course _____
- (c) Number who have current Kentucky certification in any category _____
- (d) List by category of training:
 - (1) Asbestos Inspector _____
 - (2) Asbestos Management Planner _____
 - (3) Asbestos Supervisor/Project Designer _____
 - (4) Asbestos Worker _____
 - (5) Number of trained and experienced TEM technicians _____
 - (6) Number with nationally recognized certification or accreditation for TEM _____
 - (7) Accreditation/Certification Agency for TEM _____
 - (8) Certificate number for TEM accreditation _____
- (e) Number of current technicians (laboratory or field) with satisfactory (and current) participation in the AIHA P.A.T. program _____
- (f) Submit a list of qualifying personnel listing name, type of accreditation, accreditation number, date of expiration and years employed with your firm.

C. EQUIPMENT

1. Does this firm use laminar flow hoods for PLM analysis? ____ Yes ____ No

2. Must provide 10 pumps and adequate number of extension cords per job for this contract:

- | | |
|---|---|
| (a) _____ No. _____ Type _____ Volume _____ | (f) _____ No. _____ Type _____ Volume _____ |
| (b) _____ No. _____ Type _____ Volume _____ | (g) _____ No. _____ Type _____ Volume _____ |
| (c) _____ No. _____ Type _____ Volume _____ | (h) _____ No. _____ Type _____ Volume _____ |
| (d) _____ No. _____ Type _____ Volume _____ | (i) _____ No. _____ Type _____ Volume _____ |
| (e) _____ No. _____ Type _____ Volume _____ | (j) _____ No. _____ Type _____ Volume _____ |

3. Microscopes located at this facility available for this contract:

	<u>Number</u>	<u>Type</u>	<u>Sensitivity</u>
(a) PLM Analysis	_____	_____	_____
(b) PCM Analysis	_____	_____	_____
(c) TEM Analysis	_____	_____	_____

4. Type of respirator furnished to and worn by field technicians (check all that apply):

- (a) _____ Half-face, dual HEPA cartridge
- (b) _____ Full-face, dual HEPA cartridge
- (c) _____ Full-face, Type "C", continuous flow
- (d) _____ Full-face, Type "C", pressure-demand
- (e) _____ Full-face, Type "C", pressure-demand with back-up
- (f) _____ Powered Air-Purifying Respirator (PAPR), full-face
- (g) _____ Hood with continuous flow
- (h) _____ SCBA
- (i) _____ All of the above

5. Does firm have in-house facsimile equipment (FAX)? ____ Yes ____ No

If yes, list FAX number _____

6. Brand name of cassettes used by the field technicians:

- (a) Cellulose ester _____
- (b) Polycarbonate _____

7. Our firm has available for assignment to this contract the following air pressure differential monitors:

	<u>Number</u>	<u>Brand/Type</u>	<u>Age</u>	<u>With strip Chart Recorder (Y/N)</u>
(a)	_____	_____	_____	_____
(b)	_____	_____	_____	_____
(c)	_____	_____	_____	_____
(d)	_____	_____	_____	_____
(e)	_____	_____	_____	_____

D. COMPANY POLICY AND GENERAL PRACTICE

1. The following are quantities of samples which our laboratory can analyze and report results in one 24-hour period (on an average basis):

- (a) Bulk Samples (PLM) _____
- (b) Air quality samples (PCM) _____
- (c) TEM clearance samples
(individual cassettes) _____

2. Does company have a policy of furnishing bulk material sample remains and/or balance of cassette filters to the building Owner upon request? _____ Yes _____ No

3. The length of time our company normally preserves samples analyzed in our laboratory (circle one that applies):

- (a) Bulk material samples _____ days/months/years
- (b) Daily area and personnel air quality samples _____ days/months/years
- (c) Excursion limit samples (PCM) _____ days/months/years
- (d) Area clearance samples (PCM) _____ days/months/years
- (e) Area clearance samples (TEM) _____ days/months/years

E. ADDITIONAL INFORMATION

1. Please submit a copy of your company's written protocol for collecting, transporting, handling, use of chain of custody forms, laboratory procedure, documentation, reporting and preserving evidence for all samples. Also, attach a copy of your company's written safety program.
2. Please submit a copy of your company's written Quality Assurance Program (QA). It will become a part of any subsequent contract.
3. Please submit a copy of your company's written respirator program for employees.
4. Please submit your company's written Hazard Communication Plan.
5. Please submit a copy of your company's Certificate of Insurance listing all applicable policies and limits of liability.
6. Please submit copy of Quality Control Program/Round Robin Slide Program (Interlaboratory Quality Control Program).
7. Please submit Quality Control Method NISOH 7400.
8. Please submit any other relevant information.

Jefferson County Public School System Project Daily Accountability Report

Project Name _____

Date _____

Project No. _____

Technician _____

1. Total number of hours on site _____

2. Total number of PCM air samples collected & analyzed _____

a. Ambients _____

b. Personals _____

c. Personal (STEL) _____

d. Inside areas _____

e. Outside areas _____

f. Clearances _____

g. Blanks _____

3. Number of TEM air samples collected _____

4. Negative Air Pressure Differential being recorded YES _____ NO _____

5. Number of units loaded for disposal by Contractor
_____ barrels, _____ bags, _____ bundles, _____ other
(specify other) _____

Remarks:
(Major Events and Discrepancies)

Technician's Initials _____

SAMPLE PROJECT WORKSHEET

(Use unit prices to determine cost)

BID ID: #8485

NOTES: These prices within this "Sample Project Worksheet" will be used to determine the lowest evaluated bidder. This worksheet MUST be submitted NO LATER THAN the date and time of the bid opening

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

ASBESTOS AIR MONITORING

	UNITS	UNIT COST	TOTAL COST
Field Tech (Item 1 unit price)	32	_____	_____
Field Tech (Item 2 unit price)	8	_____	_____
Pre-Construction Conference (Item 16 unit price)	1	_____	_____

LAB ANALYSIS SERVICES

	UNIT	UNIT COST	TOTAL COST
TEM cassette - within 4 hours (Item 4 unit price)	5	_____	_____
TEM cassette - within 24 hours (Item 3 unit price)	20	_____	_____
TEM cassette - weekend/holidays (Item 6 unit price)	10	_____	_____
PLM - Bulk - within 4 hours (Item 9 unit price)	25	_____	_____
PLM - Bulk - within 24 hours (Item 8 unit price)	75	_____	_____
Point Count - Bulk - within 24 hours (Item 11 unit price)	1	_____	_____
Point Count - Bulk - weekend/holiday (Item 12 unit price)	1	_____	_____
TEM - Bulk - 24 <> 48 hours (Item 14 unit price)	1	_____	_____
TEM - Bulk - weekend/holiday (Item 15 unit price)	1	_____	_____

LEAD TESTING

	UNIT	UNIT COST	TOTAL COST
Risk Assessor (Item 19 unit price)	8	_____	_____
XRF (Item 22 unit price)	12	_____	_____
Lead Wipes (Item 23 unit price)	10	_____	_____

TOTAL SAMPLE PROJECT COST \$ _____

**JEFFERSON COUNTY PUBLIC SCHOOLS
SERVICES CONTRACT**

THIS SERVICES CONTRACT (“Contract”) is entered into between the JEFFERSON COUNTY BOARD OF EDUCATION, a political subdivision of the Commonwealth of Kentucky doing business as the Jefferson County Public Schools, with its principal place of business at 3332 Newburg Road, Louisville, Kentucky 40218 (“JCPS”) and _____ (“Contractor”), with its principal place of business at _____.

WITNESSETH:

WHEREAS, JCPS desires to procure certain services of Contractor, which are more fully described below; and

WHEREAS, Contractor has held itself out to be competent and capable of performing the services desired by JCPS;

NOW, THEREFORE, in consideration of the premises, the mutual promises, covenants and conditions contained in this Contract, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, JCPS and Contractor (individually, a “Party” and collectively, the “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, as defined below, 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 Procurement Regulations of JCPS currently in effect (the “Regulations”), which 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 provision of the Regulations, the provision in the Regulations shall prevail.

ARTICLE II

Services

During the Term, as defined below, Contractor will perform (a) the services set forth below, and (b) such other services that are agreed in writing by JCPS and Contractor during the Term in an addendum to this Contract as provided in Article VII (collectively, the “Services”).

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): _____
Fund Source: _____

ARTICLE IV
Term of Contract

This Contract shall be effective on the Effective Date. Contractor shall begin performance of the Services on a date after the Effective Date, but no later than ____, ____, and shall complete the Services no later than ____, ____ (the "Term"), unless the Term is modified in writing by JCPS and Contractor in an addendum to this Contract as provided in Article VII.

ARTICLE V
Performance of Services by Contractor

A. The Services shall be of a quality and shall be performed in a manner that is within the highest standards of Contractor's profession or business. 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, as defined below.

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

C. Contractor shall be an independent contractor of JCPS for all purposes of this Contract. Nothing in this Contract is intended to create an employer-employee relationship, joint venture relationship, or partnership between JCPS and Contractor or any personnel assigned to this project by Contractor, and the Parties shall characterize their relationship as an independent contractor relationship for tax purposes and all other purposes. JCPS shall have the right to exercise control and direction as to the results only and not as to the methods by which Contractor performs or otherwise

provides the Services, it being recognized that Contractor will be exercising Contractor's independent judgment. Contractor and any personnel assigned to this project by Contractor shall have no claim under this Contract or otherwise against JCPS for workers' compensation, unemployment compensation, vacation pay, sick leave, retirement benefits, Social Security benefits, disability insurance benefits, unemployment insurance benefits, or any other benefits. JCPS shall not withhold on behalf of Contractor, or in any way be responsible for the payment of, any federal, state, or local income taxes, F.I.C.A. taxes, F.U.T.A. taxes, unemployment compensation or workers' compensation contributions, Social Security, or any other payments or withholdings pursuant to any law or requirement of any governmental body or agency on behalf of Contractor, and all such withholdings, payments, or obligations shall be the sole responsibility of Contractor. JCPS shall issue to Contractor a Form 1099 statement for Contractor's federal and state income tax reporting purposes. Contractor warrants that Contractor will not take a position that is inconsistent with such independent contractor status, including in any court proceeding. This Article V(C) shall survive the termination of this Contract.

D. Contractor shall at all times during the Term (a) comply with all applicable federal, state and local statutes, regulations, ordinances, and (b) obtain and keep in force all licenses, permits and certificates necessary for the performance of the Services.

E. Contractor shall (a) hold harmless, indemnify, and defend JCPS and its Board 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 Contractor and any personnel assigned to this project by Contractor, in connection with the performance of this Contract, and (b) hold harmless, indemnify, and defend JCPS and its Board 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 Article V(E) shall survive the termination of this Contract.

F. Unless waived in writing by the Contract Administrator, Contractor shall maintain during the Term 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 JCPS 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 Term, 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 incorporated by reference into and made a part of this Contract.

ARTICLE VII Changes

JCPS and Contractor may at any time, by mutual agreement set forth in a written addendum to this Contract, make changes in (a) the definition of the Services, (b) the scope of the Services, (c) the Contract Amount, (d) the time within which the Services are to be performed, (e) the schedule of progress payments, if progress payments are, and (f) the Term.

ARTICLE VIII Termination for Convenience of JCPS

JCPS 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. Upon termination, the rights and obligations of the Parties shall be as set forth in Article X.

ARTICLE IX Termination for Default

JCPS may, by written notice of default to Contractor, terminate the whole or any part of this Contract, upon (a) the commission by Contractor or any personnel assigned to this project by Contractor of any act which is a violation of the provisions of Article XI of the Regulations entitled "Ethics and Standards of Conduct," or assisting or participating in or knowingly benefitting from any act by any employee of JCPS which is a violation of such provisions, (b) an occurrence of dishonest, fraudulent or illegal conduct or misappropriation of JCPS funds by Contractor or any personnel assigned to this project by Contractor, (c) the indictment or entry of a guilty plea or a plea of no contest to a felony offense by Contractor or any personnel assigned to this project by Contractor, or (d) a material breach of this Contract by Contractor, provided that JCPS has first given written notice to Contractor describing the breach with reasonable specificity and demanding that Contractor take action to cure the breach, but Contractor has failed to cure the breach within the period of 10 days after Contractor's receipt of such notice. Upon termination, JCPS may secure the required services from another contractor. If the cost to JCPS exceeds the cost of obtaining the Services under this Contract, Contractor shall pay the additional cost. The rights and remedies of JCPS provided in this Article shall not be exclusive and are in addition to the rights and remedies of JCPS under Article X of this Contract or as provided by law.

ARTICLE X Obligations Upon Termination

Upon the termination of this Contract under either Article VIII or Article IX, (a) each Party shall be required to carry out any provisions which contemplate performance by or impose obligations on such Party after the effective date of termination, including, without limitation, Articles V(C), V(E), XII, XIII, XV, XVI(D) and XVI(F), (b) termination shall not affect any liability or other obligation which has accrued prior to the effective date of termination, including, with limitation, any liability or loss or damage on account of a breach of this Contract, and (c) JCPS shall have no obligation to pay

any compensation to Contractor for periods after the effective date of termination, except the obligation to pay any compensation that accrued before the effective date of termination.

ARTICLE XI

Disputes

Any differences or disagreements arising between the Parties concerning the rights or liabilities under this Contract, or any addendum entered into under Article VII 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, JCPS 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 JCPS. This Article XII shall survive the termination of this Contract.

ARTICLE XIII

Proprietary Information

At all times during the Term and thereafter, Contractor and all personnel assigned by Contractor to this project will hold in strictest confidence and will not disclose, use, or publish any Proprietary Information, as defined below, of JCPS except as such disclosure, use or publication may be required in connection with Contractor's performance of the Services, or unless JCPS expressly authorizes such disclosure, use or publication in writing. The term "Proprietary Information" shall mean all information, data and records relating to JCPS's business, business plans, trade secrets, financial statements, services, personnel information, student information, and any other proprietary information of JCPS which JCPS treats as confidential with respect to the general public. For purposes of this Article XIII, the term "Proprietary Information" shall not include information that Contractor can show by competent proof (a) was known to Contractor prior to disclosure by JCPS and not subject to a duty or obligation of confidentiality or nondisclosure on the part of Contractor; (b) was generally known to the public at the time JCPS disclosed the information to Contractor; (c) became generally known to the public after disclosure by JCPS through no act or omission of Contractor; (d) was disclosed to Contractor by a third party having a bona fide right both to possess the information and to disclose it to Contractor; or (e) is otherwise public information under applicable law. Upon the termination of this Contract for whatever reason, Contractor will deliver to JCPS, or if agreed by JCPS in writing will destroy, all data, records, reports, summaries, plans, notes, memoranda and documents, together with all copies thereof (whether in tangible or intangible form), and any other material containing or disclosing any Proprietary Information of JCPS. This Article XIII shall survive the termination of this Contract.

ARTICLE XIV

Contract Administrator

JCPS shall appoint a Contract Administrator for the purposes of daily administrative decision-making pertaining to this Contract. If Contractor and the Contract Administrator disagree on any

circumstance or set of facts pertaining to the administration or execution of this Contract, JCPS shall resolve the matter after notification by either the Contract Administrator or the Contractor in the manner prescribed by the Regulations. If JCPS fails to give notice to Contractor of the appointment of a Contract Administrator, the Contract Administrator shall be JCPS's Chief Financial Officer.

ARTICLE XV
Right to Audit

Contractor shall retain all records relating to the performance of the Services for five (5) years after the end of the Term. During such period, JCPS 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. This Article XV shall survive the termination of this Contract.

ARTICLE XVI
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. Any action or claim arising from, under or pursuant to this Contract shall be brought in the Jefferson County, Kentucky, Circuit Court, and the Parties expressly waive the right to bring any legal action or claims in any other courts.

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. If Contractor has access to student records, Contractor shall at all times (a) comply with the Family Educational Rights and Privacy Act of 1974, and (b) limit the access to those records by Contractor's employees and other personnel assigned to this project to those persons for whom access is essential to perform this Contract.

G. If this contract requires Contractor and/or any employees of Contractor to perform services on the premises of any JCPS schools during JCPS school hours, all individuals performing such services under this Contract are required to submit per KRS 160.380 to a national and state criminal history background check by the Department of Kentucky State Police and the Federal Bureau of Investigation and have a letter, provided by the individual, from the Cabinet for Health and Family

Services stating no findings of substantiated child abuse or neglect found through a background check of child abuse and neglect records maintained by the Cabinet for Health and Family Services.

H. If this Contract is procured by JCPS under KRS Chapter 45A, Contractor shall at all times during the Term (a) 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, and (b) reveal any final determination of a violation by the Contractor or subcontractor of the preceding KRS Chapters.

I. This Contract is subject to the following prohibitions on conflicts of interest:

1. IT SHALL BE A BREACH OF ETHICAL STANDARDS FOR THE CONTRACTOR OR ANY JCPS 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:

(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 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.

2. IT SHALL BE A BREACH OF ETHICAL STANDARDS FOR ANY CONTRACTOR OR ANY OTHER PERSON TO OFFER, GIVE OR AGREE TO GIVE, ANY JCPS EMPLOYEE OR FORMER EMPLOYEE, OR FOR ANY JCPS 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, 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.

3. IT SHALL BE 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 INDUCEMENT FOR THE AWARD OF A SUBCONTRACTOR 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.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract to be effective as of _____, _____ (the "Effective Date").

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

JEFFERSON COUNTY BOARD OF
EDUCATION

CONTRACTOR

By: _____

By: _____

Title: J. Wyatte Wynn
Director of Purchasing

Title: _____

BID FORM

ASBESTOS AIR MONITORING, LAB ANALYSIS SERVICES & LEAD TESTING

To: Wyatte Wynn
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 _____

EMAIL ADDRESS _____

TELEPHONE NUMBER _____ DATE _____

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

The Proposer hereby acknowledges receipt of the following addenda:

Addendum No. _____ Dated _____ Addendum No. _____ Dated _____

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

ASBESTOS AIR MONITORING, LAB ANALYSIS SERVICES & LEAD TESTING

ATTENTION BIDDERS:

Please see the excel sheet attached to this email Invitation to Bid for the 26 bid line items we are requesting.

Please include your bid pricing and any necessary vendor response notes in this excel sheet and return to the JCPS Sealed Bid email.

Your bid email response shall include two separate attachments:

- One attachment will be the **submittal forms** requested within the Original Invitation to Bid pdf.
- One attachment will be the excel sheet titled Bid Line Items – 8485 (E) Asbestos Air Monitoring, Lab Analysis Services & Lead Testing with your **bid responses**.