



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

REQUEST FOR PROPOSALS #3068

COMPETITIVE NEGOTIATION

FOR

**SUBSTITUTE PERSONNEL
RECRUITMENT AND MANAGEMENT
SERVICES**

PROPOSAL RETURN DATE:

**FEBRUARY 28, 2017
TIME: 3:00 P.M. E.T.**

DEFINITIONS

ADDENDA

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

PROPOSAL

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

PROPOSED CONTRACT SUM

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

OFFEROR

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

PROPOSING DOCUMENTS

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

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

RFP

Request For Proposals

MODEL PROCUREMENT REGULATIONS

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

PROHIBITION AGAINST CONFLICTS OF INTEREST, GRATUITIES AND KICKBACKS”

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

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

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

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

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

“STATEMENT PURSUANT TO KRS 45A.990”

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

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

INSTRUCTIONS AND CONDITIONS

ARTICLE 1 - INVITATION

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

ARTICLE 2 - PRE-PROPOSAL QUESTIONS

- 2.1 Pre-proposal questions regarding this RFP, shall be submitted via email to Ken Popplewell, Director of Purchasing/Bids (purchasingbids@jefferson.kyschools.us) no later than 4:00 p.m., Eastern Time, Tuesday, February 14, 2017. All questions and responses pertinent to this RFP will be posted on the website where this proposal is displayed by 5:00 p.m., Thursday, February 16, 2017.

ARTICLE 3 - DATE AND TIME OF CLOSING

- 3.1 The proposals will be received until **3:00 p.m., Eastern Time, Tuesday, February 28, 2017**. All proposals must be received by the date and time designated in this proposal and none will be considered thereafter.
- 3.2 Any proposals received after scheduled time of opening will be returned unopened to the offeror.

ARTICLE 4 - SUBMISSION OF PROPOSALS

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

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

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

- 4.2 Submit one (1) original and six (6) copies of the proposal. Information must be labeled and submitted in the order identified in the RFP.
- 4.3 By submitting a proposal, the vendor is indicating that he/she has read, understands and agrees to all the specifications outlined in this proposal.
- 4.4 Each proposer by submission of proposal releases Jefferson County Public Schools, its Board of Education, employees and agents from any claims arising out of, or in any way related to, the RFP process and the selection of the provider.

ARTICLE 5 - QUOTATION FORMS

- 5.1 Quotations shall be submitted on the **COST SCHEDULE FORMS** attached hereto.

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

ARTICLE 6 - TELEGRAPHIC OR FACSIMILE QUOTES

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

ARTICLE 7 - FAILURE TO RESPOND

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

ARTICLE 8 - AWARD OF CONTRACT

- 8.1 Upon ascertaining that the proposals received from the offerors constitute a competitive range wherein the best interests of the school system shall be served, the contract will be awarded to the best-evaluated offeror submitting a proposal after the application of any reciprocal preference for resident bidders as required by the Kentucky Model Procurement Code.
- 8.2 Any decision made by Jefferson County Public Schools, including the selection of a provider, shall be final.
- 8.3 **Upon acceptance of a proposal by the School Board, the vendor shall agree that a signed contractual agreement for these services may only be terminated on July 1 of any year. Vendor must provide notice no later than March 1 of any year of the desire to terminate by written notification submitted to the Director of Purchasing.**

ARTICLE 9 - RECIPROCAL PREFERENCE

In accordance with KRS 45A.490 to 45A.494, a resident Offeror of the Commonwealth of Kentucky shall be given a preference against a nonresident Offeror. In evaluating proposals, Jefferson County Public Schools will apply a reciprocal preference against an Offeror submitting a proposal from a state that grants residency preference equal to the preference given by the state of the nonresident Offeror. Residency and nonresidency shall be defined in accordance with KRS 45A.494(2) and 45A.494(3), respectively. Any Offeror claiming

Kentucky residency status shall submit with its proposal a notarized affidavit affirming that it meets the criteria as set forth in the above referenced statute.

ARTICLE 10 - EVALUATION CRITERIA

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

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|---|---------|
| 1. Experience in public school districts/ISD's of similar size and with similar scope of services. | 25 pts. |
| 2. Knowledge, expertise, integrity, compliance with public policy, financial and technical resources, adherence to specifications and requirements, and other qualifications of the proposing entities. | 25 pts. |
| 3. Interview/presentation of services proposed with potential providers. (JCPS reserves the right to interview the top three evaluated proposers before cost is evaluated.) | 20 pts. |
| 4. Cost | 30 pts. |

TOTAL POINTS 100

ARTICLE 11 - PERIOD OF CONTRACT

The actual period of the contract will be from date of Board approval through June 30, 2017 with five (5) annual renewals at the option of both parties.

ARTICLE 12 - DISCUSSION OF PROPOSALS

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

ARTICLE 13 - TREATMENT OF PROPOSALS

- 13.1 Proposals will not be open to the public nor be disclosed to unauthorized persons prior to award of contract. However, after award of contract, all proposals shall be open to public inspection, subject to any continuing prohibition on the disclosure of confidential data which is designated as such in any proposal.
- 13.2 A contract may be awarded on the proposals as submitted or the Director of Purchasing may elect to negotiate as to technical performance or price, or both, with offerors whose proposals fall in the competitive range as defined in the RFP.

ARTICLE 14 - MODIFICATION OR WITHDRAWAL OF PROPOSAL

- 14.1 All proposals shall be valid for a period of ninety (90) days from the opening date to allow for tabulation, study, negotiation, and consideration by the JCPS Board or its designee. The proposer may withdraw a proposal, without prejudice, prior to the published opening date.

- 14.2 Prior to the closing date and time designated for receipt of proposals, proposals submitted early may be modified or withdrawn only by notice to the party receiving proposals at the place and prior to the closing time designated for receipt of proposals.
- 14.3 Any modification shall be so worded as not to reveal the amount of the original proposed sum. To do so will render the modification and original proposal invalid.
- 14.4 Withdrawn proposals may be resubmitted up to the closing time designated for the receipt of proposals provided that they are then fully in conformance with these instructions to offerors.

ARTICLE 15 - INTERPRETATION OR CORRECTION OF RFP'S

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

ARTICLE 16 - ADDENDA

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

ARTICLE 17 - RIGHT TO REJECT

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

ARTICLE 18 - RIGHT TO WAIVE TECHNICALITIES OR IRREGULARITIES

- 18.1 The right to waive technicalities and minor irregularities in proposals shall be maintained and preserved in the case of all RFP's issued by the Board.
- 18.2 Technicalities or minor irregularities in proposals which may be waived when the Director of Purchasing determines that it will be in the Board's best interest to do so, are mere matters of form not affecting the material substance of proposal or some immaterial deviation from or variation in the precise requirements of

the RFP and having none, or a trivial or negligible effect on price, quality, quantity or performance of the services being procured, the correction or waiver of which will not affect the relative standing of, or be otherwise prejudicial to other offerors. The Contracting Officer may either give an offeror an opportunity to cure any deficiency resulting from a technicality or minor irregularity in his proposal, or waive such deficiency where it is advantageous to the Board to do so.

ARTICLE 19 - CONFIDENTIAL DATA

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

ARTICLE 20 - ACCEPTANCE BY BOARD

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

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

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

ARTICLE 22 - TABULATIONS

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

ARTICLE 23 - PRICES

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

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

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

ARTICLE 25 - EXCUSE FOR NON-PERFORMANCE

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

ARTICLE 26 - PENALTIES

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

ARTICLE 27 - TAXES

27.1 KENTUCKY SALES AND/OR USE TAX

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

27.2 FEDERAL EXCISE TAX

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

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

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

ARTICLE 28 - NON-DISCRIMINATION

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

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

ARTICLE 29 - UTILIZATION OF MINORITY VENDORS

When approved, the utilization of minority vendors and subcontractors is encouraged whenever 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 Louisville Jefferson County Human Relations Commission, 410 West Chestnut Street, Suite 300A, Louisville, Kentucky 40202 or Office of Equal Opportunity Contract Compliance, New Capitol Annex Building, Frankfort, Kentucky 40601.

ARTICLE 30 - SERVICES EVALUATION

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

ARTICLE 31 - REIMBURSEMENT/COSTS

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

ARTICLE 32 - DELIVERY

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

ARTICLE 33 - MISC.

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

ARTICLE 34 - 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 34.

"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 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, access code 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 34. 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 Business 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 Business Officer, Director of Information Technology and Manager of Payroll and Cash Management 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 34.

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).

ARTICLE 35 - 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.

ARTICLE 36 - TERMINATION

Contracts may be terminated at any time, on 30 days' notice upon the mutual agreement of both parties, or upon the discretion of the school district, in a shorter period of time, if the terms of the contract are violated in any way. The termination may be per line item or entire bid.

NOTICE - The following terms and conditions, Article 37 through Article 39, apply only when purchases are made by School and Community Nutrition Services.

ARTICLE 37 - EXCLUSIVITY

The school district agrees to use the designated contractor(s) as an exclusive source for the services as listed herein. The only anticipated exceptions might be if the awarded contractor(s) cannot provide the required services when needed or in time of emergency.

ARTICLE 38 - 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.

ARTICLE 39 - 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.)

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

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

WITNESSETH:

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

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

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

**ARTICLE I Entire Agreement;
Amendments**

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

**ARTICLE II
Services**

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

**ARTICLE III
Compensation**

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

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

Contract Amount: _____
Progress Payments (if not applicable, insert N/A): _____
Costs/Expenses (if not applicable insert N/A): N/A unless otherwise stated within Bid
Fund Source: _____

ARTICLE IV
Term of Contract

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

ARTICLE V
Performance of Services by Contractor

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

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

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

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

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

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

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

ARTICLE VI Equal Opportunity

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

ARTICLE VII Prohibition of Conflicts of Interest

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

ARTICLE VIII Changes

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

ARTICLE IX Termination for Convenience of the Board

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

ARTICLE X Termination for Default

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

or failure within a period of five (5) days after receipt of notice specifying the breach or failure. In the event of termination for default, the Board may secure the required services from another contractor. If the cost to the Board exceeds the cost of obtaining the Services under this Contract, Contractor shall pay the additional cost. The rights and remedies of the Board provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

ARTICLE XI Disputes

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

ARTICLE XII Contractor's Work Product

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

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

ARTICLE XIII Contract Administrator

The Board shall appoint a Contract Administrator for the purposes of daily administrative decision-making pertaining to the Contract. If Contractor and the Contract Administrator disagree on any circumstance or set of facts pertaining to the administration or execution of this Contract, the Board shall resolve the matter after notification by either the Contract Administrator or the Contractor in the manner prescribed by the Regulations. If the Board fails to give notice to Contractor of the appointment of a Contract Administrator, the Contract Administrator shall be the Board's Chief Financial Officer.

ARTICLE XIV Right to Audit

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

ARTICLE XV Miscellaneous

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

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

IN WITNESS WHEREOF, the Parties hereto have executed this Contract to be effective as of August 1.2015.

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

JEFFERSON COUNTY BOARD OF
EDUCATION

CONTRACTOR

By:

By:

Title: Ken Popplewell
Director of Purchasing

Title: _____

Sample

CERTIFICATE OF INSURANCE REQUIREMENT

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

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

INSURANCE REQUIREMENTS:

CONTRACTOR’S LIABILITY INSURANCE:

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

1. Workers Compensation:
 - a. State Statutory
 - b. Applicable Federal (e.g. Longshoreman’s) Statutory
 - c. Employer’s Liability \$100,000.00

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

3. Contractual Liability:
 - a. General Aggregate: \$2,000,000.00
 - b. Each Occurrence (Bodily Injury and Property Damage) \$1,000,000.00

4. Automobile Liability: (Commercial Vehicles)
 - a. Bodily Injury (Combined single limit) \$ 20,000.00
 - b. Property Damage (Combined single limit) \$1,000,000.00
 - c. Commercial Buses \$10,000,000.00

5. Professional Liability (for architectural or construction management services)

Per occurrence	\$1,000,000.00
Annual aggregate	\$2,000,000.00

6. Cyber Insurance: (If contractual requirement exists.) \$5,000,000.00

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

SCOPE AND SPECIFICATIONS

SUBSTITUTE PERSONNEL RECRUITMENT AND MANAGEMENT SERVICE

SUMMARY

Jefferson County Public Schools request proposals for the recruitment, training, and personnel management services for any or all of the following categories of employees:

- Substitute Teachers, Certified
- Substitute Teachers, Non-Certified
- Substitute Instructional Assistants
- Substitute Custodians
- Substitute Nutritional Services Assistant

NOTE: Current Job Descriptions for above positions are provided as Attachments I - IV.

The selected Contractor(s) will implement and provide personnel recruitment, management, training, and related services required under federal and state law and by the terms of this RFP and any subsequent contractual agreement(s) necessary to sustain the staffing levels of any or all of the above listed employee groups in Jefferson County Public Schools as required by this RFP.

The Jefferson County Board of Education reserves the right to accept and reject any and all proposals.

PROPOSAL CONDITIONS

The following conditions are considered an integral part of this RFP. Potential providers are required to comply with the following conditions as part of submitting their proposal:

- A. Specifications and requirements provided here are intended to describe the desired service and its parameters. An alternative may be offered, if deviations from the specifications are minor and provided that deviations are clearly specified. Failure to outline such deviations may be grounds for rejection of the proposal.
- B. Bidders may submit proposals to provide staffing services for one or more classifications/categories listed; preference will be given to bidders who are able to supply all services.
- C. Jefferson County Public Schools will retain sole authority for determining what constitutes an acceptable deviation from the specifications/requirements.
- D. Proposals may be withdrawn at any time prior to the proposal opening date and time by placing a withdrawal request in writing to the Director of Purchasing.
- E. Jefferson County Public Schools reserves the right to accept or reject any or all proposals; reserves the right to award the contract to a bidding entity other than the low bid entity; reserves all rights granted to it by law; and reserves the right to waive formalities and to take such action as it deems necessary in the best interest of Jefferson County Public Schools.
- F. This RFP includes a list of school locations which JCPS intends to provide the awarded Contractor in the initial contract. However, JCPS reserves the right to change this list at any time during the original contract or any contract renewals and to extend the service to other school locations when deemed in the best interest of the District.
- G. JCPS reserves the right to offer the awarded contractor additional categories for substitute employees or to reduce the number of categories as offered in the RFP.

SPECIFICATIONS

Specifically, the vendor selected under this RFP would become responsible for the following:

1. Recruiting, pre-employment screening, qualifying, scheduling, and ensuring required training as necessary to fulfill the requirements of Jefferson County, the public school district within Jefferson County, and all applicable laws.
2. Advertising in Jefferson County local newspapers in order to recruit new employees when needed and at no additional cost to Jefferson County Public Schools.
3. Working directly with Jefferson County Public Schools with a monthly invoice in such detail as Jefferson County Public Schools may reasonably require.
4. Ensuring that no portion of the contracted services is subcontracted without the prior written consent of Jefferson County Public Schools.
5. Agreeing that the vendor may only terminate a signed contractual agreement for these services on July 1 of any year. Vendor must provide notice no later than March 1 of any year of the desire to terminate the agreement. Such notice must be provided to the Director of Purchasing of Jefferson County Public Schools.

Specifically, Jefferson County Public Schools would become responsible for:

1. Approving all candidates for employment based on results of Criminal History Background Check; however, Jefferson County Public Schools reserves the unrestricted right to decline any recruited personnel.
2. Providing the vendor with specific requests for employee assignment which include, at minimum, the days, hours, type of service required, and any other factors required by the vendor to ensure that the request(s) can be fulfilled.
3. Maintaining a mutually satisfactory communications link with the vendor.
4. Promptly providing payment to the vendor for appropriate, accurate invoices.

MUTUAL AGREEMENTS AND TERMS

Both parties agree that:

1. The contract shall require that the vendor indemnify, defend and hold harmless Jefferson County Public Schools, its Board of Education, employees and agents from and against all claims, causes of action, loss, and damage, including without limitation Jefferson County School's actual attorneys' fees and costs, arising out of or in any way related to the vendor's services.
2. The initial contract document(s) shall be written to commence on Date of Board approval and will expire June 30, 2017 unless renewed or terminated by accepted means. The contract will contain an annual option to renew for five (5) additional one year periods.
3. The contract will contain specific procedures for complying with all terms and specifications noted herein.
4. The contract will contain specific procedures for maintaining the confidentiality of any information obtained or required to ensure safe services to students in the district.
5. No deposit will be required by the Board or its public schools within Jefferson County.
6. Jefferson County Public Schools shall retain control of and continue to operate the current district Substitute Center and shall continue to provide current and/or preferred substitute employees to any and all locations when such substitute employees are desired by the district or the individual district locations.

Teacher Absence Information by Location for FY 2017 August - October

School	Principal	Filled	Unfilled	Total/%	Achievement Area	Asst. Sup.
ELEMENTARY						
Atkinson	Stephanie Nutter	128	31	159/.20	6	Joe Leffert
Byck	Tammy Darden	230	43	273/.16	2	Brad Weston
Camp Taylor	John Shanton	85	22	107/.20	3	Paige Hartstern
Cane Run	Kim Coslow	192	44	236/.19	1	Glenn Baete
Crums Lane	Anna Byrd	165	49	214/.22	1	Glenn Baete
Frayser	Justin Atkins	113	32	145/.22	2	Brad Weston
Jacob	Michael Terry	207	53	260/.20	2	Brad Weston
Kennedy Montessori	Kimberly Jones	280	59	339/.17	6	Joe Leffert
King	Stephanie White	154	28	182/.15	6	Joe Leffert
Maupin	Maria Holmes	136	36	172/.21	6	Joe Leffert
McFerran	Desiree Bush	185	64	249/.26	2	Brad Weston
Portland	Angela Hosch	87	23	110/.21	6	Joe Leffert
Roosevelt-Perry	Nicole Marshall	126	53	179/.29	6	Joe Leffert
Semple	Danielle Randle	188	67	255/.26	2	Brad Weston
Young	Mary Minyard	117	34	151/.23	2	Brad Weston
MIDDLE/SPECIAL						
Churchill Park	Tom Knabel	93	8	101/.08		Alicia Averette
Noe	Jennifer Cave	383	48	431/.11	2	Brad Weston
Western Middle	Kymerly Rice	368	52	420/.12	4	Michelle Dillard
HIGH						
Iroquois	Clay Holbrook	544	80	624/.13	2	Brad Weston
Shawnee	Venita Benboe	667	123	790/.16	5	Katy Zeitz

NOTE: The listed schools have been selected to receive substitute personnel recruitment and management services as described in this RFP. However, JCPS reserves the right to revise this list and the level of service received at any location at any time during the RFP process, any initial contract period, and any contract renewal period. As stated in the RFP, JCPS will continue to implement its Substitute Center. All locations shall be able to maintain any preferred, long-term or consistent daily substitute employees through the JCPS Substitute Center.

Employee and Absence Information by Location for FY 2016

School	Teachers	Teachers Absences	I/A	I/A Absences	Custodians	Custodians Absences	Nutrition	Nutrition Absences
ELEMENTARY SCHOOLS								
Atkinson	33	148	19	16	3	26	6	37
Byck	41	175	13	4	3	46	7	13
Camp Taylor	33	132	15	9	2	12	6	23
Cane Run	32	145	13	1	2	33	3	21
Crums Lane	34	145	15	34	2	8	6	21
Frayser	34	107	4	n/a	2	11	5	4
Jacob	41	200	18	12	3	24	8	11
Kennedy Montessori	35	127	18	34	2	34	5	12
King	32	189	8	19	2	29	5	3
Maupin	30	118	13	17	3	30	6	49
McFerran	49	198	11	5	6	58	13	29
Portland	27	92	3	6	2	22	4	4
Roosevelt-Perry	31	145	5	6	2	26	5	27
Semple	40	220	19	14	2	22	8	9
Young	39	124	19	21	2	27	6	15
MIDDLE/SPECIAL SCHOOLS								
Churchill Park	27	124	55	75 *	2	12	2	n/a
Noe	68	278	11	n/a	4	20	8	14
Western Middle	42	230	3	n/a	4	45	6	37
HIGH SCHOOLS								
Iroquois High	94	383	19	n/a	6	64	11	22
Shawnee	59	291	4	n/a	7	101	10	26

* One (1) employee on long-term medical leave.

P R O P O S A L F O R M
FOR

SUBSTITUTE PERSONNEL RECRUITMENT AND MANAGEMENT SERVICE

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

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

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

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

THIS PROPOSAL SUBMITTED BY:

*(Signature of Proposer)

(Name of Proposer - Print Legibly)

(Address of Proposer)

Date _____ Telephone _____

Area Code _____

(Name of Company)

NOTE: A facsimile signature must be initialed in ink.

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

RESPONSES

SUBSTITUTE PERSONNEL RECRUITMENT AND MANAGEMENT SERVICE

Responsive bidders must submit proposals in the following format and include the following required information. List any limitations and/or exceptions (operational and/or equipment).

Section 1: Qualifications and Relevant Experience

1. Provide an Executive Summary of your firm (limit to 2 pages maximum).
2. List the history and qualifications of your firm, including the number of years the firm has provided educational staffing services to public school districts.
3. Explain key characteristics of your firm's service philosophy and describe your measures of effectiveness.
4. Please list points of distinction which would give us insight as to why we should choose your firm over competing firms.
5. Provide information about your service and operation structure. Include descriptions of key service roles and provide contact information and resumes for the individuals in your firm who will be filling those roles for Jefferson County Public Schools.
6. Explain your organizational structure. Include information about your primary place of business as well as the addresses of any additional offices operated by your company which would service Jefferson County Public Schools in any way.
7. Provide banking financial information to confirm the health and solvency of your firm. Private financial items marked "Confidential" will not be subject to FOIA or the Kentucky Open Records Act.

Section 2: Description of Services

1. Describe your recruiting, training, and staffing services, including which tasks and duties associated with personnel management and other cost-related items you will cover in your standard staffing agreement.
2. Provide your annual Fill Rate average for all combined clients. Explain whether you offer a fill rate performance guarantee.
3. List business hours and explain how Jefferson County Public Schools can be confident that our needs will be met if we leave messages before or after normal business hours.
4. Describe any additional services offered by your firm which may be of interest to Jefferson County Public Schools.

Section 3: Processes, Policies, and Systems

1. Explain how your firm recruits candidates for employment in a K-12 environment. Do you utilize open enrollment throughout the year? What recruiting and/or marketing strategies are utilized to ensure an adequate number of substitutes are available for Jefferson County Public Schools at all times?
2. Do you recruit retired school personnel?
3. What screening procedures, such as Criminal History Background checks, drug screens, etc., are used by your firm to ensure the safety and security of the staff and students of Jefferson County Public Schools? How does your firm verify that candidates have obtained all necessary credentials to perform tasks within their classifications?
4. Describe the process your firm utilizes to ensure that all recruited personnel serving in Jefferson County Public Schools are trained and qualified to perform their duties. Include descriptions of all training opportunities offered. Describe training offered to District personnel, including topics and frequency.
5. Explain how you will provide feedback on the qualities and capabilities of recruited personnel employed by Jefferson County Public Schools. Identify the process of recognizing substitutes preferred by the District. Explain how the firm handles complaints when a managed substitute is not meeting expectations.

6. How does your firm retain employees?
7. Describe your firm's Absence Management program. Explain in detail how you will fill absences for Jefferson County Public Schools, including both planned/scheduled and unforeseen last-minute absences.
8. Provide information on your preferred automated Sub Caller system. Explain how substitutes and Jefferson County Public Schools' staff will be trained to use the system.
9. What reporting measures are in place to ensure that the District receives sufficient verification of services? Explain how requests for reports are handled and provide samples.
10. What technical support is available to the District, should we have any issues with your web-based system?
11. What advanced security measures are in place to ensure that data is protected? What is your firm's contingency plan if your web-based system becomes unavailable?
12. How does your firm track and verify time and attendance?
13. Explain your Implementation Process. Describe how your firm will meet the expected deadlines and fulfill all aspects of implementation in time for the official launch of the program.

Section 4: References

1. Provide a minimum of three references from public school districts/ISD's of similar size and scope to Jefferson County Public Schools. List contact information for each reference, including the name and title of the primary contact as well as phone and email contact information.

Section 5: Pricing Proposal (Pricing information must be provided in a sealed envelope separate from proposal.)

1. Describe your bill rate in detail for recruited and managed substitutes by classification (i.e. teacher, instructional assistant, custodial, nutritional services assistant). If there are specific breakpoints in pricing based on the number of employees on the system, please provide that information.
2. Provide the attached Pricing Proposal Form.

**VENDOR CHECKLIST
OF
REQUIRED FORMS AND DOCUMENTS**

SUBSTITUTE PERSONNEL RECRUITMENT AND MANAGEMENT SERVICE

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

SUBMIT IN ADVANCE:

_____ Pre-Proposal Questions (Page 5)

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

- _____ Certificate of Insurance Requirement (Page 20)
- _____ Proposal Form (Page 25)
- _____ Completed Vendor Checklist (Page 28)
- _____ Resident Vendor Affidavit - if applicable (Page 29)
- _____ Required Vendor Information Form (Page 30)
- _____ Response requirements
- _____ Bidder must submit a current W-9 form with response
- _____ State of Kentucky Business License

SUBMIT IN SEALED SMALL ENVELOPE:

- _____ Pricing Schedule Cover Form (Page 31)
- _____ Pricing Schedule Form with Pricing (Page 32)

REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS
CLAIMING RESIDENT BIDDER STATUS

If claiming Kentucky residency status, this completed form must be NOTARIZED and submitted with your response.

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

FOR BIDS AND CONTRACTS IN GENERAL:

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

1. Is authorized to transact business in the Commonwealth;
2. Has for one year prior to and through the date of advertisement
 - a. Filed Kentucky corporate income taxes;
 - b. Made payments to the Kentucky unemployment insurance fund established in KRS 341.49; and
 - c. Maintained a Kentucky workers' compensation policy in effect.

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

Signature	Printed Name
Title	Date

Company Name _____

Address _____

Subscribed and sworn to before me by _____ (Affiant) _____ (Title)

of _____ this _____ day of _____, 20____.

(Company Name)

Notary Public
[seal of notary] My commission expires: _____

REQUIRED VENDOR INFORMATION

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)485-3167
Fax: (502)485-6446

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. _____

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.

NOTES:

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

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

PRICING SCHEDULE COVER FORM
FOR
SUBSTITUTE PERSONNEL RECRUITMENT AND MANAGEMENT SERVICE

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

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

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

THIS PROPOSAL SUBMITTED BY:

*(Signature of Proposer)

(Name of Proposer - Print Legibly)

(Address of Proposer)

Date _____ Telephone _____

Area Code _____

(Name of Company)

NOTE: A facsimile signature must be initialed in ink.

The Proposer hereby acknowledges receipt of the following addenda:

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

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

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

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

P R I C I N G S C H E D U L E F O R M

SUBSTITUTE PERSONNEL RECRUITMENT AND MANAGEMENT SERVICE

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

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

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

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

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

Proposed Rates: Rates quoted must include all costs associated with recruitment, training and management of each position listed.

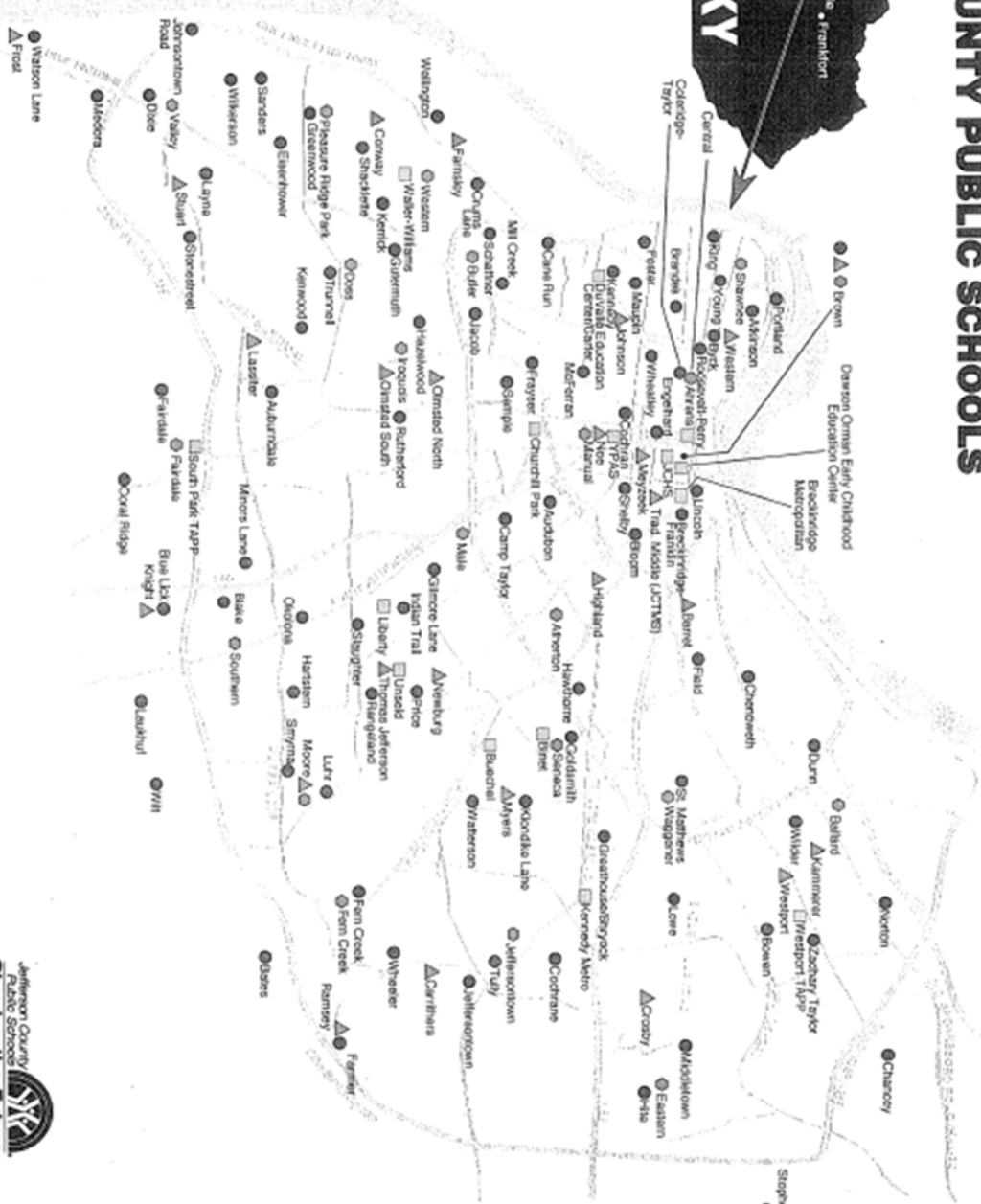
- | | |
|--|----------|
| 1. Substitute Teacher, Certified | \$ _____ |
| 2. Substitute Teacher, Non-Certified | \$ _____ |
| 3. Substitute Instructional Assistant | \$ _____ |
| 4. Substitute Custodian | \$ _____ |
| 5. Substitute Nutritional Service Staff | \$ _____ |

JEFFERSON COUNTY PUBLIC SCHOOLS

DISTRICT

MAP

KENTUCKY



This map was
revised on
12/17/13.

- Elementary Schools
- ▲ Middle Schools
- High Schools
- Specialized Schools

Jefferson County
Public Schools
Shaping the Future

www.jcsd.net
Equal Opportunity/Affirmative Action Employer. Offering Equal Educational Opportunity.
Revised 12/17/13

Attachment I

JOB TITLE
TEACHER

DIVISION
DISTRICTWIDE INSTRUCTIONAL
PROGRAMS

REPORTS TO
PRINCIPAL OR
ASSOCIATE PRINCIPAL

SALARY SCHEDULE & GRADE
III

LENGTH OF WORK YEAR
187 DAYS

DATE
JULY 12, 2004

SCOPE OF RESPONSIBILITIES

Plans, organizes and delivers the program of instruction based on approved curriculum; monitors, evaluates, and communicates student progress; maintains records and makes reports; enforces Board policies, regulations, and rules; supervises students, and secures and maintains school property and materials.

PERFORMANCE RESPONSIBILITIES

1. Meets and instructs assigned classes in the locations and at the times designated.
2. Creates and maintains a classroom environment that is conducive to learning and appropriate to the maturity and interests of students.
3. Guides the learning process toward the achievement of curriculum goals and establishes objectives for all lessons, units, projects, and the like in order to communicate these objectives to students.
4. Employs instructional methods and materials that are appropriate for meeting stated objectives, prepares for classes, and maintains written evidence of preparation.
5. Assists the administration in implementing Board policies, administrative regulations and school rules governing student life and conduct, develops reasonable rules of classroom behavior and procedure, and maintains order in the classroom in a fair and just manner.
6. Assesses the accomplishments of students on a regular basis and provides progress reports and counseling to parents as required concerning academic and behavioral progress of all assigned students.
7. Participates in parent/teacher conferences as necessary to assist the parent's participation and support of a child's education.
8. Maintains accurate, complete and correct records as required by law, district policy, and administrative regulation.
9. Continues personal professional growth and upgrading of skills appropriate to teaching assignments.
10. Attends staff meetings, serves on staff committees, and accepts a share of responsibility for extracurricular activities.
11. Duties may include performance of health services, for which training will be provided.
12. Performs other duties as assigned by the principal or school center head.

PHYSICAL DEMANDS

The work is performed while standing or walking. It requires the ability to communicate effectively using speech, vision and hearing. The work requires the use of hands for simple grasping and fine manipulations. The work at times requires bending, squatting, crawling, climbing, reaching, with the ability to lift, carry, push or pull light weights.

MINIMUM QUALIFICATIONS

1. Kentucky certification appropriate to the grade level and curricular assignment
2. Experience and preparation required by the Board

DESIRABLE QUALIFICATIONS

070412
05030-41-800

Attachment II

<u>JOB TITLE</u> INSTRUCTIONAL ASSISTANT	<u>DIVISION</u> DISTRICTWIDE INSTRUCTIONAL PROGRAMS	<u>REPORTS TO</u> APPROPRIATE SUPERVISOR
<u>SALARY SCHEDULE & GRADE</u> IA, GRADE 3	<u>LENGTH OF WORK YEAR</u> AS APPROVED BY THE BOARD	<u>DATE</u> JULY 12, 2004

SCOPE OF RESPONSIBILITIES

Under the direction of the supervising teacher or Principal, the instructional assistant participates as an integral member of the instructional program including tutoring students, assisting in documentation of pupil progress, preparation and organization of materials and equipment, and/or instructing.

PERFORMANCE RESPONSIBILITIES

1. Implements instructional techniques and learning activities as directed.
2. Participates as an integral member of the remediation instructional team.
3. Administers, scores, and records such achievement and diagnostic tests as the teacher recommends for individual students.
4. Prepares and organizes materials and equipment for instruction and instructs pupils individually or in small groups in the classroom or in the computer lab.
5. Operates and cares for equipment used in the classroom for instructional purposes.
6. Distributes and collects workbooks, papers, and other materials for instruction.
7. Assists with the supervision of students during emergency drills, assemblies, play periods, and field trips.
8. Works with individual students or small groups of students in the classroom or the computer lab to reinforce learning of material or skills.
9. Checks lab work and notebooks, corrects papers, and supervises testing and makeup work as assigned by the teacher and assists with the documentation of pupil progress on a continuous basis.
10. Duties may include performance of health services, for which training will be provided.
11. Performs other duties as assigned by the Teacher and/or Principal or school center head.

PHYSICAL DEMANDS

The work is primarily sedentary. It requires the ability to communicate effectively using speech, vision and hearing. The work requires the use of hands for simple grasping and fine manipulations. The work at times requires bending, squatting, crawling, climbing, reaching, with the ability to lift, carry, push or pull light weights.

MINIMUM QUALIFICATIONS

1. High School Diploma or G.E.D.
2. Passing Score on the Kentucky Paraeducator Assessment or 48 college hours
3. Demonstrated competent language skills
4. Successful experience working with children, individually or in groups, including ability to read and understand meanings of words and ideas associated with them and to use them effectively
5. Participated in program training as specified by the Kentucky Department of Education and local district
6. Program specific certifications/training

DESIRABLE QUALIFICATIONS

1. Demonstrated knowledge of computer operations and functions
2. Experience with standard office machines

070412
05056-55-000

Attachment III

JOB TITLE
SUBSTITUTE CUSTODIAN

DIVISION
ADMINISTRATION

REPORTS TO
APPROPRIATE
SUPERVISOR

SALARY SCHEDULE AND GRADE
VI, GRADE 39

LENGTH OF WORK YEAR
AS NEEDED

DATE
JULY 12, 2004

SCOPE OF RESPONSIBILITIES

Temporarily replaces normally assigned custodian, as required, to provide efficient, quality cleaning (housekeeping) tasks for school/office buildings under supervision in accordance with established standards and methods

PERFORMANCE RESPONSIBILITIES

1. Cleans offices, classrooms, restrooms, corridors, windows, walls, etc., in accordance with established procedures.
2. Uses/operates vacuum cleaners, floor machines, wet/dry pick-ups, etc.
3. Follows proper usage instructions and dilutions ratios of cleaning chemicals and custodial products.
4. Polices grounds, walks and other outside areas.
5. Is responsible for the care and cleanliness of tools and equipment assigned for use.
6. Willingness to work in different assigned locations and provide own transportation to the work site.
7. Ability to follow written instructions.
8. Performs other duties as assigned.

PHYSICAL DEMANDS

The work is performed while standing or walking. It requires the ability to communicate effectively using speech, vision and hearing. The work requires the use of hands for simple grasping, pushing and pulling of arm controls and fine manipulations. The work at times requires bending, squatting, crawling, climbing, reaching, with the ability to lift, carry, push or pull medium weights. The work requires being around moving machinery, exposure to marked changes in temperature and humidity, and exposure to dust, fumes and gases.

MINIMUM QUALIFICATIONS

1. High School Diploma or G.E.D.
2. Ability to perform basic commercial cleaning (housekeeping) tasks and use/operate commercial cleaning equipment

DESIRABLE QUALIFICATIONS

070412
09040-01-001

Attachment IV

JOB TITLE
NUTRITION SERVICES
ASSISTANT¹

DIVISION
AS ASSIGNED

REPORTS TO
DESIGNATED SUPERVISOR

SALARY SCHEDULE & GRADE
IB, GRADE FS

LENGTH OF WORK YEAR
AS APPROVED BY THE BOARD

DATE
JULY 12, 2004

SCOPE OF RESPONSIBILITIES

Assumes responsibility for cooperating with and the completion of all assigned tasks under the direction of the supervisor.

PERFORMANCE RESPONSIBILITIES

1. Cooperates with supervisor and fellow assistants to ensure maximum efficiency of food production and total program.
2. Prepares food using recipes as directed by the supervisor and ensures that foods are held and/or served at the proper temperatures.
3. Utilizes commodities and other prepared food products effectively.
4. Assists in maintaining the highest safety, sanitation, personal appearance and hygiene standards.
5. Demonstrates proper methods of storing foods and use and care of equipment.
6. Follows quality assurance and Hazard Analysis and Critical Control Points guidelines, procedures and policies; observes and records required information.
7. Cleans assigned areas in order to maintain compliance with Kentucky Department of Health regulations.
8. Performs all other duties assigned by the supervisor.

PHYSICAL DEMANDS

The work is performed while standing or walking. It requires the ability to communicate effectively using speech, vision and hearing. The work requires the use of hands for simple grasping, pushing and pulling of arm controls and fine manipulations. The work requires the use of feet for repetitive movements. The work at times requires bending, squatting, reaching with the ability to lift, carry, push or pull medium weights. The work requires activities involving being around moving machinery, exposure to marked changes in temperature and humidity and exposure to dust, fumes and gases.

MINIMUM QUALIFICATIONS

1. High School Diploma or G.E.D.
2. Successful experience in quantity food preparation
3. Kentucky Department of Education Certification as a Food Service Employee

DESIRABLE QUALIFICATIONS

1. Participation in vocational food service courses
2. Jefferson County Board of Health sanitation certification

070412
07702

¹ This position is categorically funded and re-employment is subject to periodic review based on availability of funds and continued need for the project.