



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

REQUEST FOR PROPOSAL

#3082

COMPETITIVE NEGOTIATION

FOR

COMPUTER AIDED DISPATCH (CAD) SYSTEM

PROPOSAL RETURN DATE:

**Tuesday, December 18, 2018
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. In the event of any conflict between this RFP and the Model Procurement Regulations, the Regulations shall control. A copy of these regulations may be obtained by contacting the Purchasing/Bid Department or at <https://www.jefferson.kyschools.us/sites/default/files/modelprocurement.pdf>. 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 a Computer Aided Dispatch (CAD) System.
- 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 Questions regarding this RFP or requests for clarification shall be submitted via email to Wyatt Wynn, Director of Purchasing (purchasingbids@jefferson.kyschools.us) no later than 4:00 p.m., November 29, 2018. All questions and responses will be posted on the website where this proposal is displayed by 5:00 p.m., Monday, December 3, 2018.

ARTICLE 3 - DATE AND TIME OF CLOSING

- 3.1 The proposals will be received until **3:00 p.m., Eastern Time, Tuesday, December 18, 2018**. 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 **Wyatte Wynn, 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, or Vendors may use generic envelopes for their submission.

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 five (5) 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 Upon acceptance of a proposal by the School Board, the provider shall agree that service shall not be canceled without a 90-day written notification submitted to the Director of Purchasing prior to the cancellation.

ARTICLE 9 - **RECIPROCAL PREFERENCE**

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

ARTICLE 10 - EVALUATION CRITERIA

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

1. Mandatory Qualifications, Proposal Response Format and Contents	15 pts.
2. Training Requirements – Methodology, Onsite Classes, Onsite Live Operations, Training Equipment	20 pts.
3. Computer Aided Dispatch (CAD) System, CAD-Mapping System	20 pts.
4. Architecture, Host System Hardware, System Software, Work Stations	5 pts.
5. Cost	40 pts.
TOTAL POINTS	100 pts.

ARTICLE 11 - PERIOD OF CONTRACT

The actual period of the contract will be from date of Board approval through June 30, 2019 with ten (10) 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.

ARTICLE 22 - TABULATIONS

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

ARTICLE 23 - PRICES

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

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

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

ARTICLE 25 - EXCUSE FOR NON-PERFORMANCE

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

ARTICLE 26 - PENALTIES

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

ARTICLE 27 - TAXES

27.1 KENTUCKY SALES AND/OR USE TAX

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

27.2 FEDERAL EXCISE TAX

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

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

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

ARTICLE 28 - NON-DISCRIMINATION

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

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

ARTICLE 29 - UTILIZATION OF MINORITY VENDORS

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

ARTICLE 30 - SERVICES EVALUATION

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

ARTICLE 31 - REIMBURSEMENT/COSTS

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

ARTICLE 32 - DELIVERY

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

ARTICLE 33 - MISC.

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

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, 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 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 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, 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 by the Board for default or convenience as outlined in the Procurement Regulations.

ARTICLE 37 - 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 may be in time of emergency or if awarded contractor is unable to provide items or services as required.

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 - 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.

ARTICLE 40 - 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.)

ARTICLE 41- 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.

CONTRACT FOR PURCHASE OF GOODS

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

WITNESSETH:

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

ARTICLE I

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

ARTICLE II Definition of Goods

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

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

ARTICLE III Cost

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

ARTICLE IV Modification

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

ARTICLE V Delivery

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

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

ARTICLE VI Inspection and Quality of Goods

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

ARTICLE VII Board's and Seller's Remedies

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

ARTICLE VIII Termination for Default

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

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

File Copy

ARTICLE IX
Termination for Convenience

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

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

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

ARTICLE X
Disputes

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

ARTICLE XI
Prohibition of Conflicts of Interest

A. IT SHALL BE A BREACH OF ETHICAL STANDARDS FOR THE CONTRACTOR OR ANY EMPLOYEE TO PARTICIPATE DIRECTLY OR INDIRECTLY IN ANY PROCEEDING OR APPLICATION, REQUEST FOR RULING OR OTHER DETERMINATION, CLAIM OR CONTROVERSY, OR OTHER PARTICULAR MATTER PERTAINING TO ANY CONTRACT OR SUBCONTRACT, AND ANY SOLICITATION OF PROPOSAL THEREFOR, IN WHICH TO HIS KNOWLEDGE:

(I) HE, OR ANY MEMBER OF HIS IMMEDIATE FAMILY HAS A FINANCIAL INTEREST THEREIN; OR

(II) A BUSINESS OR ORGANIZATION IN WHICH HE OR ANY MEMBER OF HIS IMMEDIATE FAMILY HAS A FINANCIAL INTEREST AS AN OFFICER, DIRECTOR, TRUSTEE, PARTNER OR EMPLOYEE, IS A PARTY; OR

(III) ANY OTHER PERSON, BUSINESS OR ORGANIZATION WITH WHOM HE OR ANY MEMBER OF HIS IMMEDIATE FAMILY IS NEGOTIATING OR HAS AN ARRANGEMENT CONCERNING PROSPECTIVE EMPLOYMENT, IS A PARTY, DIRECT OR INDIRECT PARTICIPATION SHALL INCLUDE, BUT NOT BE LIMITED TO INVOLVEMENT THROUGH DECISION, APPROVAL, DISSAPPROVAL, RECOMMENDATION, PREPARATION OR ANY PART OF A PURCHASE REQUEST, INFLUENCING THE CONTENT OF ANY SPECIFICATION OR PURCHASING STANDARD, RENDERING OF ADVICE, INVESTIGATION, AUDITING OR IN ANY OTHER ADVISORY CAPACITY.

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

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

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

ARTICLE XII
Equal Opportunity

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

A. The Seller shall not discriminate against any employee, applicant or subcontractor because of age, color, creed, disability, marital or parental status, national origin, race, sex, veteran status, or political opinion or affiliation. The Seller shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their age, color, creed, disability, marital or parental status, national origin, race, sex, veteran status, or political opinion or affiliation. Such action shall include, although not limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Seller agrees to post in conspicuous places notices setting forth the provisions of this Equal Opportunity clause.

B. The Seller shall in all solicitation and/or advertisements for employees placed by or on behalf of the Seller, state that all qualified applicants shall receive consideration for employment without regard to age, color, creed, disability, marital or parental status, national origin, race, sex, veteran status, or political opinion or affiliation.

C. The Seller shall cause any subcontractor engaged to perform any services required by this Contract to include this Equal Opportunity clause in all solicitations, advertisements and employment practices it shall perform.

ARTICLE XIII
Indemnification

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

ARTICLE XIV
Board Administrator

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

ARTICLE XV
Article Headings Not Controlling

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

ARTICLE XVI
Address for Notices and Reports

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

ARTICLE XVII
Entire Contract

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

ARTICLE XVIII
Severability

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

ARTICLE XIX
Governing Law

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

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

JEFFERSON COUNTY BOARD OF EDUCATION

By _____
KEN POPPLEWELL

(Title) DIRECTOR OF PURCHASING

CONTRACTOR

By _____

(Title) _____

File Copy

*

SPECIFICATIONS

Overview

The Jefferson County Public School District is the largest school district in the state of Kentucky. The District has more than 100,000 students, over 150 schools locations, and various other office and service buildings. The District Security and Investigations Unit (SIU) has an internal security force that consists of 27 personnel: 20 Special Law Enforcement Officers and seven (7) civilians. The SIU maintains operations 24/7.

The District Operations Center (DOC) is the District's command and control center for emergency, administrative, and logistical operations. SIU works with all District departments and outside emergency services agencies as a member of the District Level Incident Management Team.

The DOC monitors alarms, radios, traffic on public roadways, security cameras at schools, bus compounds and maintenance buildings, and severe weather. They dispatch security uniform patrol, investigators, and maintenance personnel; initiate 911 calls for incidents of serious crimes or emergencies requiring first responders; coordinate with Louisville Metro Communications and Operations Centers; manage and send emergency notifications via the School Messenger Alert to key District leaders; operate the Emergency Alert Radio System (EARS) to broadcast emergency messages to schools; coordinates with schools, Transportation, District Security, and police to find missing children; maintains a Computer Aided Dispatch (CAD) log and incident report; and provides crisis support to school administrators, parents, and community.

Desirable Qualifications

In order to participate in this Request for Proposal (RFP) event, Vendors must meet the Mandatory Qualifications as listed below. The order of listing of these qualifications does not reflect any relative importance. Vendors not able to provide evidence of meeting these Mandatory Qualifications will not be further considered.

1. Vendor shall be in the public safety computer systems business for at least five (5) years.
2. The Vendor's proposed CAD System shall be fully operational in a minimum of sixty days (60).
3. The Vendor's proposed CAD System shall consist of application software developed and maintained by the Vendor.
4. The Vendor shall be financially sound.
5. The Vendor shall be free of any litigation with private and governmental entities for two (2) years.
6. Vendor shall provide 24 x 7 x 365 maintenance and support using its own staff employees and not out-sourced resources. Outsourced support is not acceptable.
7. Vendor shall not be in arrears or otherwise have any unpaid Federal and/or Commonwealth of Kentucky employment, withholding, use and other taxes.
8. JCPS Security requires a local Server System and will provide Hardware and System Software. A vendor Hosted or Cloud based System will not be considered.

Computer Aided Dispatch (CAD) System Features

- Unlimited Agencies
- Single and Two Stage Dispatch from any Workstation
- Windows E911 ANI/ALI Data Window
- Automatic Entry of E911 ANI/ALI Data into Record on Command
- Automatic Incident Number Generation by Agency and Service
- Separate Incident Numbers for Police, Fire and EMS and Public Works Agencies
- Date and Time Stamp Transactions
- Name Check for Warrants in RMS
- Name Check for Priors in CAD and RMS
- Name Check for Court Orders in RMS
- Verifies Addresses

- Verifies Intersections
- Verifies Common Place Names
- Translates and Verifies Alias Street Names
- Translates Alias Common Place Names
- Geofile Checks for Hazardous Locations
- Geofile Checks for Prior Incidents at Location in CAD and RMS
- Checks for Pending Incidents at Location
- Enhanced Unit Recommendation based on Activity Type and Location
- Premise Response File (Pre Plan) flagged by Location
- Premise File Image enabled for Photos, Documents and Preplans
- Complies with Kentucky Phase 1 and Federal Phase 2 Wireless Mapping
- Dispatches Police, Fire, EMS and Public Works Agencies
- Dispatches to Mobiles when Mobile Computer System (MCS) is purchased
- Provides Automatic Multiple Services Dispatches for a Single Incident
- Displays Incident Status on CAD Screen and CAD Map
- Displays Police, Fire, EMS Unit Status
- Incident Status Timers by Activity Code to alert Dispatcher
- Unit Status Timers by Activity Code and Status to alert Dispatcher
- Quick Entry windows for Traffic Stops and Officer initiated Calls for Service
- Quick Entry windows shall be provided to enter Wanted/Suspect Persons and Vehicles attached to each CAD incident. The Wanted/Suspect Window shall record Racial profile Data
- Command Line Function is provided that enables the dispatcher to enter Incident and Unit Status and Assignments and keep another Incident Window active on the same screen
- Individual Dispatcher Radio Log for each Dispatcher
- Master Radio Log for Supervisor and/or Dispatch Entry
- CAD Status Displays provide real-time refresh with no operator intervention
- Unlimited units may be assigned to a Call for Service
- Incident Log provides for unlimited comments for each Call for Service

CAD-Mapping System Features

- Displays Calls for Service Locations
- Displays Unit Locations
- Utilizes Agency's GIS Data including Layers (Local Content) for creation of Map Tile
- Integrates with ESRI On-Line Content to display entire United States

Mobile Computer System (MCS) Features

- MCS integrated with CAD--CAD to Mobile and Mobile to CAD
- Field reporting capability using KyOPS
- Transactions can be performed using touch screen or command key
- MCS mapping duplicates the CAD map pin map of incidents, units

CERTIFICATE OF INSURANCE REQUIREMENT

Failure to submit the certificate of insurance with your response **MAY** subject your proposal 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

PROPOSAL FORM

COMPETITIVE NEGOTIATION FOR COMPUTER AIDED DISPATCH (CAD) SYSTEM

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

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

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

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

THIS PROPOSAL SUBMITTED BY:

*(Signature of Proposer)

(Name of Proposer - Print Legibly)

(Address of Proposer)

Date_____Telephone_____

Area Code_____

(Name of Company)

NOTE: A facsimile signature must be initialed in ink.

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

RESPONSES

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

Proposal Response Format and Contents:

To allow for a prompt, orderly evaluation process, responsive Proposers must submit Proposals in the following format and order. Provide all required information and list any limitations and/or exceptions (operational and/or equipment).

Section 1 – Management Summary

The Management Summary shall be written for non-technical personnel and contain a summary of the contents of the proposal including:

- A summarization of Vendor’s qualifications and experience for turnkey Public Safety Computer Systems to respond to this RFP.

Section 2 – Corporate Data

- Provide the type of organization (partnership, corporation, etc.) and state where organized.
- State the location(s) of the company office(s) and representatives that will support the proposed system.
- State the source, owner and copyright holder of the Systems proposed if the systems were not developed by your employees.
- Provide a list of all lawsuits and litigations, past and current with private and public agencies since the original start of business.
- Provide a reference list including agency name for whom you have installed the proposed CAD System.

Section 3 – Vendor response to Mandatory Requirements for Qualification

- Vendor’s submitting a Proposal must have each of the items listed in the Desirable Qualifications Section. Provide evidence of each Requirement.

Section 4 – Application Software Requirements

- The vendor shall respond if software meets each of the features under Computer Aided Dispatch (CAD) System, CAD-Mapping System and Mobile Computer System (MCS).

Section 5 – Hardware and System Software

- Vendor shall provide the Hardware, System Software, and work Station Specifications.

Section 6 – Implementation Services

Vendor shall provide a description of its CAD System Implementation including the following items:

- Documentation and On-Site Implementation/Review Visit
- Software system Generation
- Management Orientation
- On-Site System Installation
- On-Site Training – JCPS desires the following on-site training classes; however, Vendors are encouraged to address all training options available. Train-The-Trainer classes are acceptable. Address how you will supply the training and equipment.

<u>Class</u>	<u>Students</u>	<u>Classes</u>
System Manager	4	1
Dispatch	10	2

Upon completion of the on-site training classes, JCPS shall cut-over immediately to the new CAD System. Vendor shall provide on-site live operation service as follows:

<u>Function</u>	<u>Days</u>
Dispatch	1

Training Equipment

Each student shall receive hands on training using a vendor supplied or JCPS PC. JCPS equipment including the data server may be used.

Section 7 – Implementation Schedule

- Provide an implementation schedule in weeks after receipt of order of an executed contract

Section 8 – Maintenance and Support

Describe your Maintenance and Support Service policy. JCPS requires the following:

- 24 x 7 x 365 Support Direct Vendor Support
- All support Calls are to be answered directly by the vendor's Support Team.

Section 9 – Cost Proposal

- Vendor shall provide a detailed Cost Proposal

VENDOR CHECKLIST

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 19)
- _____ Proposal Form (Page 20)
- _____ Responses (Page 21)
- _____ Completed Vendor Checklist (Page 23)
- _____ Resident Vendor Affidavit – if applicable (Page 24)
- _____ Required Vendor Information (Page 25)
- _____ Certification Regarding Lobbying (Page 26)
- _____ Verification of Business Status Form (Page 27)
- _____ Bidder must submit a current W-9 form with response

SUBMIT IN SEALED SMALL ENVELOPE:

- _____ Cost Schedule Cover Form (Page 28)
- _____ Cost Schedule Form with Pricing (Page 29)

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

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

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

24

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.

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.**

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	<input type="checkbox"/>	NO	<input type="checkbox"/>
Is your company Woman-Owned (WBE)?*	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
Is your company a Service-Disabled Veteran-Owned Business (SDVOB)?**	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
Is your company owned and operated by a person(s) with a disability (HBE)?**	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>

*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: _____

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

COMPETITIVE NEGOTIATION FOR COMPUTER AIDED DISPATCH (CAD) SYSTEM

TO: Wyatte Wynn
 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 **C O S T S C H E D U L E F O R M S** ARE TO BE SUBMITTED IN THE SMALL ENVELOPE FURNISHED WITH THIS PROPOSAL.

THIS PROPOSAL SUBMITTED BY:

 *(Signature of Proposer)

 (Name of Proposer - Print Legibly)

 (Address of Proposer)

Date_____Telephone_____

Area Code_____

 (Name of Company)

NOTE: A facsimile signature must be initialed in ink.

The Proposer hereby acknowledges receipt of the following addenda:

Addendum No._____Dated_____Addendum No._____Dated_____

Addendum No._____Dated_____Addendum No._____Dated_____

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

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

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

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

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

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

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

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

Vendors must state their initial licensing and implementation cost. This cost must include all required training and all information regarding the equipment required to host and operate the proposed CAD Software System.

1. Initial licensing and implementation cost \$ _____
(This cost must include all training and all information requested in Responses)

2. Annual Software Support and Maintenance cost \$ _____
(This cost must include contract period support of the CAD Software as well as any software upgrades that may be made available throughout each contract period.)