

## -- INVITATION TO BID --

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

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BUS SERVICE: ELEMENTARY SCHOOL RUNS

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**(Junior Achievement)**

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

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

Copies of this invitation to bid may be obtained in the Purchasing/Bid Department, at the above address, between 9:00 a.m. and 4:00 p.m., Monday through Friday, prior to the time and date specified for bid opening.

PERIOD OF CONTRACT: The period of the contract will be from July 1, 2017 or date of Board approval (whichever is later) through June 30, 2018, with a one-year renewal at the option of both parties.

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## TIME OF BID OPENING:

Bids will be opened at 11:00 a.m., Eastern Time, Monday, April 3, 2017.

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

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

## LOCATION OF BID OPENING:

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

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

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

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

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

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

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

### **“STATEMENT PURSUANT TO KRS 45A.990”**

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

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

GENERAL BID INSTRUCTIONS AND CONDITIONS  
(PLEASE READ CAREFULLY)

A. MODEL PROCUREMENT REGULATIONS

The Model Procurement Regulations adopted by the Board of Education shall be deemed incorporated by reference in these specifications as though quoted fully herein. In the event of any conflict between this invitation to bid and the Model Procurement Regulations, the Regulations shall control.

B. ACCEPTANCE OF BIDS

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

C. BID DOCUMENTS

A bid form and bid envelope are provided with this "Invitation to Bid". **Vendors may supply generic envelopes.** All proposals must be submitted on the "Bid Form".

D. TELEGRAPHIC OR FACSIMILE BIDS

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

E. AWARDING OF CONTRACT

Please refer to the Special Conditions.

F. ASSIGNMENT OF CONTRACT

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

G. PURCHASES BY OTHER GOVERNMENT ENTITIES

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

H. RECIPROCAL PREFERENCE

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

I. SPECIFICATIONS

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

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

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

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

**J. PERFORMANCE BOND**

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

**K. EXCUSE FOR NON-PERFORMANCE**

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

**L. PENALTIES**

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

**M. TAXES**

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

**N. PRODUCT EVALUATION**

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

**O. BRAND NAMES**

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

**P. NON-DISCRIMINATION**

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

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

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

**Q. DELIVERY**

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

All costs for delivery, including drayage and freight, and for the packaging of said articles are to be borne by the bidder, and must be included in your bid prices. Awarded contractors may not add fuel surcharges or other similar charges to bid prices or invoice. All items are to be shipped inside delivery for school locations. Items designated for warehouse only may be tailgate delivery.

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

**R. BIDS**

- (1) Businesses that fail to submit bids on two (2) consecutive procurements of similar items may be removed from the applicable bidder mailing list.
- (2) Tabulations will be made by the Purchasing/Bid Department and each qualified bidder will be mailed a formal tabulation after the Board of Education has taken official action. Bidders are requested not to call the Purchasing/Bid Department for a tabulation of the bids.
- (3) Any bids received after scheduled time of opening will be returned unopened to the bidder.
- (4) Each bid must be in a separate sealed envelope with bid number, date, time, and name of bidder appearing in the top left hand corner of the envelope.
- (5) No bid can be corrected or altered or signed after being opened. Signature must be in ink (no pencil). The Board of Education will not be responsible for errors or omissions on the part of bidders in making up their bids. Any bids received unsigned will be rejected.
- (6) All regular bids must be submitted in accordance with specifications on the bid form supplied with this invitation. The submission of a bid on the bid form certifies that the products/services meet any and all specifications, except as noted on such form.
- (7) Any questions relative to this bid shall be submitted in writing or via email to Ken Popplewell, Director of Purchasing/Bids ([purchasingbids@jefferson.kyschools.us](mailto:purchasingbids@jefferson.kyschools.us)).

**S. INTERPRETATION OR CORRECTION**

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

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

**T. PRICES AND/OR PERCENTAGES OF DISCOUNT**

- (1) All prices and/or percentages of discounts quoted by the various bidders must be firm for the time period indicated under "Period of Contract".
- (2) All prices and quotations must be ink or typewritten. No pencil figures will be permitted. Mistakes are to be crossed out and corrections inserted adjacent thereto and initialed by person signing bid. Also, corrections made with correction tape or fluid are to be initialed.

- (3) Quote on each item separately. Prices must be stated in units specified herein.
- (4) Cash discounts of less than 20 days will be considered net. Cash discounts, when given, will be figured from date of receipt of invoice or receipt of merchandise, whichever is later.
- (5) Discount terms will be considered in determining the low bidder.
- (6) Bids that have clerical errors or irregularities are subject to correction only with concurrence with the Purchasing/Bid Department. Unit Prices should be listed, extended, and totaled. Should errors exist in the extended price, the unit price will prevail.
- (7) If quoting fractional pricing, it must be rounded to the fourth digit.

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

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

V. OR EQUAL CLAUSE

- (1) Whenever, in any of the contract documents, an article, materials or equipment is described by use of a proprietary product or by using the name of a manufacturer or vendor, the term "or equal", if not inserted, is implied.
- (2) The use of a specific article or manufacturer's name shall be construed as indicating the type of equipment, design, general construction, quality and finish. Such use shall not be construed as limiting or excluding any manufacturer's product of comparable quality, design and efficiency.

W. DESCRIPTIVE LITERATURE AND/OR MANUFACTURER'S SPECIFICATIONS

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

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

X. SAMPLES

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

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

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

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

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

Y. SUBMITTALS

Submittals may be required as part of the bid. Follow directions as listed in the Special Conditions. Submittals (referencing BID NAME and BID NUMBER) may be mailed, faxed or submitted with your bid, PRIOR to the bid opening date and time, directly to the Purchasing/Bid Department, C. B. Young, Jr., Service Center, 3001 Crittenden Dr., Louisville, Kentucky 40209.

Failure to furnish submittals may subject your bid to rejection.

Z. SMOKE-FREE SCHOOL DISTRICT

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.

AA. TERMINATION

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

## REQUIRED VENDOR INFORMATION

BID ID #7395

**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 W9 Form with your response. Vendor name on Proposal Form **MUST** match Lines 1 and 2 on your W-9 Form.

### NOTES:

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

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

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

**Vendor will supply a copy of Common Carrier license in accordance with KRS chapter 281. Failure to provide proof of insurance and copy of Common Carrier license at time of bid opening shall subject your bid to rejection.**



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

**BID ID #7395**

**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: _____

# CERTIFICATE OF INSURANCE REQUIREMENT

## BID ID #7395

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



**JEFFERSON COUNTY PUBLIC SCHOOLS  
SERVICES CONTRACT**

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

WITNESSETH:

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

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

NOW, THEREFORE, in consideration of the premises, the mutual promises, covenants and conditions contained in this Contract, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, JCPS and Contractor (individually, a "Party" and collectively, the "Parties") agree as follows:

**ARTICLE I  
Entire Agreement; Amendments**

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

**ARTICLE II  
Services**

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

**ARTICLE III  
Compensation**

\_\_\_\_\_

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

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

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

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

Costs/Expenses (if not applicable insert N/A): \_\_\_\_\_

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

#### ARTICLE IV Term of Contract

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

#### ARTICLE V Performance of Services by Contractor

A. The Services shall be of a quality and shall be performed in a manner that is within the highest standards of Contractor's profession or business. The Services shall be performed by Contractor, and in no event shall Contractor subcontract with any other person to aid in the completion of the Services without the prior written approval of the Contract Administrator, as defined below.

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

C. Contractor shall be an independent contractor of JCPS for all purposes of this Contract. Nothing in this Contract is intended to create an employer-employee relationship, joint venture relationship, or partnership between JCPS and Contractor or any personnel assigned to this project by Contractor, and the Parties shall characterize their relationship as an independent contractor relationship for tax purposes and all other purposes. JCPS shall have the right to exercise control and direction as to the results only and not as to the methods by which Contractor performs or otherwise provides the Services, it being recognized that Contractor will be exercising Contractor's independent judgment. Contractor and any personnel assigned to this project by Contractor shall have no claim under this Contract or otherwise against JCPS for workers' compensation, unemployment compensation, vacation pay, sick leave, retirement benefits, Social Security benefits, disability insurance benefits, unemployment insurance benefits, or any other benefits. JCPS shall not withhold on behalf of Contractor, or in any way be responsible for the payment of, any federal, state, or local income taxes, F.I.C.A. taxes, F.U.T.A. taxes, unemployment compensation or workers' compensation

contributions, Social Security, or any other payments or withholdings pursuant to any law or requirement of any governmental body or agency on behalf of Contractor, and all such withholdings, payments, or obligations shall be the sole responsibility of Contractor. JCPS shall issue to Contractor a Form 1099 statement for Contractor's federal and state income tax reporting purposes. Contractor warrants that Contractor will not take a position that is inconsistent with such independent contractor status, including in any court proceeding. This Article V(C) shall survive the termination of this Contract.

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

E. Contractor shall (a) hold harmless, indemnify, and defend JCPS and its Board members, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation, including Contractor and any personnel assigned to this project by Contractor, in connection with the performance of this Contract, and (b) hold harmless, indemnify, and defend JCPS and its Board members, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to Contractor in connection with the performance of this Contract. This Article V(E) shall survive the termination of this Contract.

F. Unless waived in writing by the Contract Administrator, Contractor shall maintain during the Term policies of primary insurance covering the following risks and in at least the following amounts: commercial general liability, including bodily injury, property damage, personal injury, products and completed operations, and contractual, \$1,000,000; and automobile liability, \$1,000,000. Contractor shall furnish to the Contract Administrator certificates of insurance evidencing this coverage and naming JCPS as an additional insured. Additionally, Contractor shall maintain workers compensation coverage with limits required by law; and professional errors and omissions coverage with minimum limits of \$1,000,000. Contractor shall furnish certificates of insurance evidencing this coverage to the Contract Administrator.

#### ARTICLE VI Equal Opportunity

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

#### ARTICLE VII Changes

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

ARTICLE VIII  
Termination for Convenience of JCPS

JCPS may terminate this Contract in whole or in part at any time by giving written notice to Contractor of such termination and specifying the effective date thereof, at least thirty (30) days before the specified effective date. Upon termination, the rights and obligations of the Parties shall be as set forth in Article X.

ARTICLE IX  
Termination for Default

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

ARTICLE X  
Obligations Upon Termination

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

ARTICLE XI  
Disputes

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

ARTICLE XII  
Contractor's Work Product

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

ARTICLE XIII  
Proprietary Information

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

ARTICLE XIV  
Contract Administrator

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

ARTICLE XV  
Right to Audit

Contractor shall retain all records relating to the performance of the Services for five (5) years after the end of the Term. During such period, JCPS shall have the right to inspect and audit all accounting reports, books or records which concern the performance of the Services. Inspection shall



take place during normal business hours at Contractor's place of business. This Article XV shall survive the termination of this Contract.

ARTICLE XVI  
Miscellaneous

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

B. Any notices or reports by one Party to the other Party under this Contract shall be made in writing, to the address shown in the first paragraph of this Contract, or to such other address as may be designated in writing by one Party to the other. Notices shall be effective when received if personally delivered, or three days after mailing if mailed.

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

D. This Contract shall be governed and construed in accordance with the laws of the Commonwealth of Kentucky. Any action or claim arising from, under or pursuant to this Contract shall be brought in the Jefferson County, Kentucky, Circuit Court, and the Parties expressly waive the right to bring any legal action or claims in any other courts.

E. No delay or omission by either Party in exercising any right under this Contract shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of this Contract.

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

G. If this Contract is procured by JCPS under KRS Chapter 45A, Contractor shall at all times during the Term (a) be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Contractor or subcontractor, and (b) reveal any final determination of a violation by the Contractor or subcontractor of the preceding KRS Chapters.

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

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

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

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

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

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

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

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

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

Contractor's Social Security Number or Federal Tax ID Number: \_\_\_\_\_

JEFFERSON COUNTY BOARD OF  
EDUCATION

\_\_\_\_\_  
CONTRACTOR

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: Ken Popplewell  
Director of Purchasing

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

## SPECIAL CONDITIONS

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

### AWARDING OF CONTRACT(S):

Contract(s) may be awarded to the lowest responsible bidder(s) for Item No. 1, after the application of any reciprocal preference for resident bidders as required by the Kentucky Model Procurement Code, meeting all specifications, all conditions, and all other provisions of this invitation to bid. Multiple vendors may be awarded to ensure adequate coverage.

This contract may be extended for a period not to exceed sixty (60) days upon the mutual agreement of both parties provided there are no escalation fees.

### ALTERNATE BIDS:

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

### MISC. INFORMATION:

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.

### FIRM PRICES:

Prices shall remain firm for the period of the contract.

### INSURANCE INFORMATION:

Please refer to the Certificate of Insurance Requirements.

### SUBMITTALS:

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

Failure to furnish submittals may subject your bid to rejection.

SPECIFICATIONS  
BUS SERVICE: ELEMENTARY SCHOOL RUNS  
(Junior Achievement)

BID ID #7395

**SERVICE:**

**The Contractor shall be a licensed Common Carrier in accordance with KRS chapter 281.**

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

**PRICING:**

Flat rate, per bus which will include the following:

Bus runs will be from various elementary schools to Junior Achievement, 1401 West Muhammad Ali Blvd., Louisville, Kentucky 40203. Two (2) - four (4) buses will be required per school, per trip as all 5<sup>th</sup> grade Elementary School students will attend. All buses must arrive at the school by 9:00 a.m. and leave Junior Achievement at 2:30 p.m.

**BUS SCHEDULE:**

The Elementary School Jr. Achievement Bus Run schedule has not been finalized. JCPS projects there will be approximately 90 trips (from various schools to Jr. Achievement) beginning in early September 2017 through late May 2018. The completed schedule will be supplied to the awarded vendor in early August 2017.

**INSURANCE:**

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

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

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

The current auto liability requirements are as follows:

- General Liability - \$1,000,000.00 per occurrence/\$2,000,000.00 per aggregate
- Automobile Liability (Bodily Injury and Property Damage Liability Combined Single Limit) - \$10,000,000.00
- Workers Compensation - Statutory

**CERTIFICATION AND AGE OF VEHICLES; SAFETY INSPECTIONS:**

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

1. Successful bidder shall employ at least one State Approved Inspector I.A.W. (in accordance with) 702 KAR 5:030 section 2 and section 7.
2. Successful bidder shall inspect all buses for compliance with Kentucky Minimum Specifications for the appropriate model year, utilizing their State Approved Inspector I.A.W. KRS 156.153 and 702 KAR 5:060. No buses older than 1990 as determined by the Vehicle Identification Number (VIN) shall be allowed for use. Buses are to be diesel powered.

## SPECIFICATIONS - Cont.

3. Successful bidder shall have each school bus contracted to Jefferson County Public Schools inspected for safety once each month by their State Approved Inspector I.A.W. 702 KAR 5:030 section 2. A copy of these inspections shall be kept on file for the duration of the contract and be available upon request.

It is mutually understood and agreed that each motor vehicle utilized in the performance of this contract shall meet all Kentucky Administrative Regulations, Kentucky Revised Statutes and any regulation issued pursuant thereto and any regulation or policy promulgated by the Board, including, but not limited to, the Transportation Procedures and Training Manual in effect at the time of execution of this contract. Vendors shall follow Federal Motor Safety Regulations, as well as, the Kentucky Department of Transportation Policies and Procedures when transporting students on Jefferson County Public Schools field trips approved by the Board of Education.

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

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

### **SAFETY AND WELFARE:**

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

### **STATUTORY AND REGULATORY REQUIREMENTS:**

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

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

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

### **INCORPORATION BY REFERENCE:**

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

### **ADDRESS FOR NOTICES AND REPORTS:**

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

### **ENTIRE CONTRACT:**

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

SPECIFICATIONS - Cont.

**SEVERABILITY:**

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

**GOVERNING LAW:**

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

B I D F O R M

BUS SERVICE: ELEMENTARY SCHOOL RUNS  
(Junior Achievement)

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

CERTIFICATION OF COMPLIANCE WITH SPECIFICATIONS

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

EXCEPTIONS:

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

NAME OF COMPANY \_\_\_\_\_

MAILING ADDRESS \_\_\_\_\_

\_\_\_\_\_ ZIP CODE \_\_\_\_\_  
(9 - digits)

ORDERING ADDRESS \_\_\_\_\_

\_\_\_\_\_ ZIP CODE \_\_\_\_\_  
(9 - digits)

BY \_\_\_\_\_ (PLEASE TYPE NAME) \_\_\_\_\_  
(Signature) \*

OFFICIAL TITLE \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_ DATE \_\_\_\_\_

\* If this form is not signed bid **SHALL** be rejected. A facsimile signature must be initialed in ink.

The Proposer hereby acknowledges receipt of the following addenda:

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_ Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

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

**Vendor will supply a copy of Common Carrier license in accordance with KRS. Failure to provide proof of insurance and copy of Common Carrier license at time of bid opening shall subject your bid to rejection.**

**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.**

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

Provide a completed current W9 Form with your response.

BUS SERVICE: ELEMENTARY SCHOOL RUNS (Junior Achievement)  
(JCPS NO. 4600649-2011738)

1. Cost for runs from various elementary schools to Junior Achievement,  
1401 West Muhammad Ali Blvd., Louisville, KY 40203 (as per specifications.) Flat rate  
(per run/per bus) \$ \_\_\_\_\_
  
2. Show fee for unused buses. Flat rate  
(per bus) \$ \_\_\_\_\_