



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

REQUEST FOR PROPOSAL

#3

COMPETITIVE NEGOTIATION

**FOR
SITE ASSESSMENT & MASTER PLANNING SERVICES FOR
ATHLETIC FACILITIES**

PROPOSAL RETURN DATE:

WEDNESDAY, SEPTEMBER 28, 2022, 3PM 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 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 via email by the Facility Planning Department, Jefferson County Public Schools, C. B. Young, Jr. Service Center, 3001 Crittenden Drive, Bldg. 1, Balcony, Louisville, Kentucky 40209, in the manner and on the date hereinafter specified for the furnishing of all equipment and services necessary to provide site assessment and master planning services for athletic facilities.
- 1.2 Additional copies of the RFP may be obtained on the JCPS website: www.jefferson.kyschools.us/about/business prior to the date and time specified for opening.

ARTICLE 2 - PRE-PROPOSAL QUESTIONS

Questions shall be submitted via email to Susan Biasioli, (susan.biasioli@jefferson.kyschools.us) no later than 3:00 p.m. Wednesday, September 14th, 2022. All questions and responses will be posted on the website where this proposal is displayed by 5:00 p.m., Wednesday, September 21, 2022.

ARTICLE 3 - DATE AND TIME OF CLOSING

- 3.1 The proposals will be received until **3:00 p.m., Eastern Time, Wednesday, September 28th, 2022.** 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 **Email Submissions Only Will Be Accepted.**

Proposals must be EMAILED on or before the RFP opening date and time to the attention of Susan Biasioli, Director of Facility Planning, susan.biasioli@jefferson.kyschools.us

All proposals will be opened in the Operations Division 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 email servers 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 By submitting a proposal, the vendor is indicating that he/she has read, understands and agrees to all the specifications outlined in this proposal.
- 4.3 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 - 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 6 - AWARD OF CONTRACT

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 may 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. JCPS reserves the right to reject all proposals.

ARTICLE 7 - 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 non-residency 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 8 - EVALUATION CRITERIA

The Facility Planning staff will first evaluate proposals as being responsive or non-responsive based on the specifications provided. A shortlist of 2 to 3 firms will be determined from the offerors with the highest number of points utilizing the scoring system below:

Architect Experience	0 - 15 Points
Civil Engineer Experience	0 - 15 Points
Structural Engineer Experience	0 - 10 Points
MEP Engineer Experience	0 - 10 Points
Responsiveness to Proposal	0 - 25 Points
Availability to Meet Time Frame	0 - 20 Points
MWBE Inclusion	0 - 05 Points
Maximum Points	100 Points

ARTICLE 9 - DISCUSSION OF PROPOSALS

- 9.1 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.
- 9.2 The offeror's representative shall be qualified for answering and giving administrative and technical clarifications relative to the proposal.
- 9.3 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 10 - TREATMENT OF PROPOSALS

- 10.1 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.
- 10.2 A contract may be awarded on the proposals as submitted or the Director of Facility Planning 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 11 - MODIFICATION OR WITHDRAWAL OF PROPOSAL

- 11.1 All proposals shall be valid for a period of sixty (60) days from the opening date to allow for tabulation, study, negotiation, and consideration by the JCPS Board or its designee. The proposer may withdraw a proposal, without prejudice, prior to the published opening date.
- 11.2 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.

11.3 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.

11.4 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 12 - INTERPRETATION OR CORRECTION OF RFP'S

12.1 Offerors shall promptly notify the Director of Facility Planning of any ambiguity, inconsistency or error which they may discover upon examination of the RFP's or of the local conditions.

12.2 Any interpretation, correction or change of the RFP will be made by addendum, issued by the Director of Facility Planning. 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 13 - ADDENDA

13.1 Addenda will be emailed to all who are known by the Director of Facility Planning to have requested and were furnished RFP's.

13.2 Copies of addenda will be made available for inspection wherever RFP's are on file for that purpose.

13.3 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.

13.4 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 14 - RIGHT TO REJECT

14.1 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.

14.2 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 Facility Planning 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 15 - RIGHT TO WAIVE TECHNICALITIES OR IRREGULARITIES

15.1 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.

15.2 Technicalities or minor irregularities in proposals which may be waived when the Director of Facility Planning 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 16 - CONFIDENTIAL DATA

- 16.1 Prospective offerors may designate those portions of the initial proposal which contain trade secrets or other proprietary data which is to remain confidential.
- 16.2 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 17 - ACCEPTANCE BY BOARD

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 18 - 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 Facility Planning.

ARTICLE 19 - 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 20 - 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 21 - 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 22 - TAXES

22.1 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.

22.2 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.

22.3 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 23 - NON-DISCRIMINATION

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

- 23.1 The Seller shall not discriminate against any employee, applicant or subcontractor because of age, color, creed, handicap condition, religion, marital or parental status, national origin, race, sex, veteran status, or political 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, political opinion or affiliation, national origin, race, sex, sexual orientation, gender identity, gender expression, veteran status, genetic information, disability, or limitations related to pregnancy, childbirth or related medical conditions. 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.
- 23.2 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.
- 23.3 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 24 - UTILIZATION OF MINORITY VENDORS

The utilization of minority vendors and subcontractors are encouraged, wherever possible, on public contracts. The contractor should make full efforts to locate minority business persons. For assistance in identifying minority offerors and subcontractors, contact the Office of Equal Employment Opportunity & Contract Compliance, Capitol Annex, Room 395, Frankfort, Kentucky 40601; phone: 502-564-2874; e-mail: Finance.ContractCompliance@ky.gov.

ARTICLE 25 - 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 26 - REIMBURSEMENT/COSTS

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

ARTICLE 27 - MISC.

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

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

ARTICLE 28 - 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 33.

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

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

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

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

The vendor hereby agrees to cooperate with the Jefferson County Public Schools and the Commonwealth in complying with the response, mitigation, correction, investigation, and notification requirements of the Act and this Article 33. Without limitation of the foregoing, the vendor agrees to the terms set forth below.

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

The vendor hereby agrees to report, immediately and within twenty-four (24) hours, to the offices of the Jefferson County Public Schools Chief Financial Officer, Chief Operations Officer, Chief Information Officer, Executive Administrator Information Technology and Executive Administrator Payroll of any known reasonably believed instances of missing data, data that has been inappropriately shared, or data taken offsite. 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 33.

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.

ARTICLE 29 - TERMINATION

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

ARTICLE 30 - 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 31 - 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.)

SPECIFICATIONS FOR JEFFERSON COUNTY PUBLIC SCHOOLS
SITE ASSESSMENT & MASTER PLANNING SERVICES FOR ATHLETIC FACILITIES

RE: Site Assessment and Master Planning Services for Jefferson County Public High School Athletic Facilities and select Middle School Athletic Facilities.

GENERAL SCOPE OF SERVICES

The site assessment and master planning will include the following services for the Athletic Facilities at these schools:

- **Academy @ Shawnee**, 4001 Herman Street, 40212
 - **Atherton High School**, 3000 Dundee Road, 40205
 - **Ballard High School**, 6000 Brownsboro Road, 40222
 - **Brown, J. Graham School**, 546 S. First Street, 40202 (No Athletic Fields)
 - **Butler Traditional High School**, 2222 Crums Lane, 40216
 - **Central High School, MCA**, 1130 W. Chestnut Street, 40203 (Off Site Stadium)
 - **Doss High School**, 7601 St. Andrews Church Road, 40214
 - **DuPont Manual High School**, 120 W. Lee Street, 40208 (Off Site Stadium)
 - **Eastern High School**, 12400 Old Shelbyville Road, 40243
 - **Fairdale High School**, 1001 Fairdale Road, 40118
 - **Fern Creek High School**, 9115 Fern Creek Road, 40291
 - **Iroquois High School**, 4615 Taylor Boulevard, 40215
 - **Jeffersontown High School**, 9600 Old Six Mile Lane, 40299
 - **Liberty High School**, 1281 Gilmore Lane, 40213
 - **Louisville Male High School**, 4409 Preston Highway, 40213
 - **Marion C. Moore School**, 6415 Outer Loop, 40228
 - **Pleasure Ridge Park High School**, 5901 Greenwood Road, 40258
 - **Seneca High School**, 3510 Goldsmith Lane, 40220
 - **Southern High School**, 8620 Preston Highway, 40219
 - **Valley High School**, 10200 Dixie Highway, 40272
 - **Waggener High School**, 330 S. Hubbards Lane, 40207
 - **Western High School**, 2501 Rockford Lane, 40216
 - **Farnsley Middle School**, 3400 Lees Lane, 40216
 - **Newburg Middle School**, 4901 Exeter Avenue, 40218
 - **Ramsey Middle School**, 6409 Gellhaus Lane, 40299
 - **Stuart Academy**, 4603 Valley Station Road, 40272
 - **Westport Middle School**, 8100 Westport Road, 40222
-
- Complete a full site athletic facility assessment including all athletic fields, bleachers, tennis facilities, athletic out-buildings, parking lots, drives, walks, drainage, signage, utilities, lawn/landscaping, and other improvements associated with the athletic facilities.
 - Complete a full assessment of the gymnasiums, bleachers, flooring, locker rooms, and athletic support facilities at each campus/school. Assessment will include architecture, interiors, and MEP review.
 - Complete a full assessment of each site for the following sports: (Football, Field Hockey, Soccer-girls and boys, Lacrosse-girls and boys, Tennis, Baseball, Softball, Track and Field, Basketball-girls and boys, and Volleyball) utilizing KHSAA standards for competition.
 - Meet with the Owner's team to discuss the assessment process, discuss master planning for the future of the campuses, and set priorities.
 - Develop an Assessment Form which rates all site improvements on a 0 (poor) to 4 (excellent) scale and provide comments and pictures for the various facilities.
 - Provide cost estimates for the various improvements planned in the Master Plan.

- Prepare an estimated timetable of improvements. It is expected the plan will include items for immediate improvement and items to be developed over the next ten (10) years.

MINIMUM PROPOSER REQUIREMENTS

The District reserves the right to disqualify proposals failing to meet minimum requirements. To be considered for evaluation, each Proposal must demonstrate how the Proposer meets all requirements of this section:

1. Principal design professional shall be an Architect licensed to practice in the state of Kentucky. Evaluation team shall include a civil engineer, a structural engineer and MEP engineers, licensed in the State of Kentucky.
2. Experience in successful completion of Athletic Field renovation projects within the last five (5) years.
3. Successful experience in major building remodels and additions of public facilities that include construction during occupied times during the school year.
4. Demonstrated knowledge of Kentucky High School Athletic Field projects and extensive work experience on occupied sites.
5. Demonstrated ability to prepare accurate construction documents and assist the Owner to receive bids which are on or below budget.
6. Demonstrated understanding of effective project communications, cooperation and services required to successfully prepare documents for similar projects.

SCHEDULE

Services and the final deliverable to be completed within six months from the successful responder’s acceptance of a Jefferson County Public Schools Professional Services Contract. A detailed schedule will be developed with the Owner’s team at the initial planning meeting. Assume 1 initial meeting, 3 interim meetings and 1 final meeting upon completion of deliverables.

DELIVERABLES

The final Deliverable will be a booklet that will include the following:

- Cover Sheet and Table of Contents
- Executive Summary
- Full Assessment Document
- List of Suggested Improvements and Associated Costs
- Timetable of Projects with Costs to be implemented over a ten (10) year period
- Other information as discussed with the Owner’s Team
- It is understood the booklet is intended to be a “living” document that can be updated over time as priorities change

SELECTION

A shortlist of two to three proposals will be selected to be reviewed by a selection committee. Presentations of the selected proposals will be required by the offerors including a formal presentation; informal question and answer session and any additional information the selection committee may determine is relevant in the selection process.

FINAL SELECTION CRITERIA

The award will be based on the offeror with the highest number of points. The final selection criteria will be based on the scoring system below:

Architect Experience	0 - 15 Points
Civil Engineer Experience	0 - 15 Points
Structural Engineer Experience	0 - 10 Points
MEP Engineer Experience	0 - 10 Points

Responsiveness to Proposal	0 - 25 Points
Availability to Meet Time Frame	0 - 20 Points
MWBE Inclusion	0 - 05 Points

Maximum Points **100 Points**

RFP TIME LINE

Initial publication of Request for Proposal	September 6, 2022
Submissions due	September 28, 2022
Shortlist selection of respondents	October 2022
Shortlist interviews and presentations	October 2022
JCPS Final Selection	November – December 2022
Condition Assessment Complete	May 2023

SITE VISIT

If a respondent would like to visit the current athletic facilities please contact Susan Biasioli, Director Facility Planning, Jefferson County Public Schools at 502-485-3315 to schedule a visit.

QUESTIONS DURING RFP PROCESS

Please submit all questions in writing to Susan Biasioli, (susan.biasioli@jefferson.kyschools.us), Director, Facility Planning, Jefferson County Public Schools. All question and answers will be posted to the District Website at the location of this RFP.

RESPONSES

Provide an introductory letter giving a brief description of the Respondent qualifications and capabilities.

Provide the following documentation:

FIRM EXPERIENCE

ATTACHMENT “A” – Provide a list of representative projects completed by your firm. This list should include projects of similar scope and technical complexity. The list of representative projects shall include the following specific information:

- A. Project Name and Location
- B. Name and Address of Owner/Client:
- C. Project Description (including cost, size and present status, i.e. completed, etc.)

PERSONNEL AND SUBCONSULTANTS

ATTACHEMENT “B” – Provide a list of the proposed Project team that will be assigned to this Project, should your firm be selected. The list shall identify the principal in charge, project manager and key professional staff. The list shall include any consultants the respondent proposes to use for the Project.

Additional relevant information may be submitted by the Respondent that might assist the Selection Committee in the assessment of your firm’s qualifications.

ATTACHEMENT “C” – The utilization of minority and women owned design professional firms is encouraged, wherever possible, in the selection of architects and/or engineers to provide design professional services to Jefferson County Public Schools.

To that end, respondents shall undertake a full good faith effort to identify and incorporate minority business enterprises (MWBE) firms as a part of their proposed design professional team.

ATTACHMENT “D” – Provide the cost for assessment services per site, including any required site visits and deliverables.

Provide hourly rates of all personnel in the event of additional services needed.

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

SITE ASSESSMENT & MASTER PLANNING SERVICES FOR ATHLETIC FACILITIES

TO: Susan Biasioli
Director of Facility Planning
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.

THIS PROPOSAL SUBMITTED BY:

*(Signature of Proposer)

(Name of Proposer - Print Legibly)

(Email Address of Proposer)

(Address of Proposer)

Date _____ Telephone _____

Area Code _____

(Name of Company)

NOTE:

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

RESPONSES

Provide an introductory letter giving a brief description of the Respondent qualifications and capabilities.

Provide the following documentation:

FIRM EXPERIENCE

ATTACHMENT “A” – Provide a list of representative projects completed by your firm. This list should include projects of similar scope and technical complexity. The list of representative projects shall include the following specific information:

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- B. Name and Address of Owner/Client:
- C. Project Description (including cost, size and present status, i.e. completed, etc.)

PERSONNEL AND SUBCONSULTANTS

ATTACHEMENT “B” – Provide a list of the proposed Project team that will be assigned to this Project, should your firm be selected. The list shall identify the principal in charge, project manager and key professional staff. The list shall include any consultants the respondent proposes to use for the Project.

Additional relevant information may be submitted by the Respondent that might assist the Selection Committee in the assessment of your firm’s qualifications.

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ATTACHMENT “D” – Provide the cost for assessment services per site, including any required site visits and deliverables.

Provide hourly rates of all personnel in the event of additional services needed.

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 AS PROPOSAL VIA EMAIL

- _____ Proposal Form (Page 15)
- _____ Responses (Page 16)
- _____ Completed Vendor Checklist (Page 17)
- _____ Resident Vendor Affidavit – if applicable (Page 18)
- _____ Certification Regarding Lobbying (Page 19)
- _____ Verification of Business Status Form (Page 20)
- _____ Bidder must submit a current W-9 form with response

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

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

OR

If not claiming Kentucky residency status, sign here: _____

C. B. Young, Jr., Service Center
3001 Crittenden Drive
Louisville, Kentucky 40209 Phone: (502)485-3315 Fax: (502)485-3100

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: _____

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 OFFERORS*****

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 RFP.

Name of Company: _____

Street Address: _____

City: _____ Zip Code: _____

Signature: _____

Printed Name: _____

Official Title: _____

Phone Number: _____ e-mail: _____

Revised 2/28/2019