

-- INVITATION TO BID --

BOARD OF EDUCATION OF JEFFERSON COUNTY, KENTUCKY  
EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER

C. B. Young Jr. Service Center  
3001 Crittenden Drive  
Louisville, Kentucky 40209-1104

**FULL SERVICE SOFT DRINK/BEVERAGE VENDING AND PRODUCT ONLY**

---

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

**Bids must be emailed to the office of Wyattte Wynn, Director of Purchasing, at:**

**[JCPS.Sealed-Bids@jefferson.kyschools.us](mailto:JCPS.Sealed-Bids@jefferson.kyschools.us) with BID ID 8470 in the subject line. By submitting a response, vendor confirms they have read, understand and agree to all terms and conditions in this Invitation to Bid.**

CONTRACT PERIOD: The contract period will be from August 19, 2025 or date of Board approval (whichever is later) through June 30, 2027 with four (4) biennial renewals at the option of both parties. This contract may be extended for a period not to exceed sixty (60) days upon the mutual agreement of parties provided there are no escalation fees.

---

PRE-BID QUESTIONS - BID CLARIFICATION:

All questions regarding this Invitation to Bid or requests for clarification shall be submitted via email to Wyattte Wynn, Director of Purchasing/Bids ([purchasingbids@jefferson.kyschools.us](mailto:purchasingbids@jefferson.kyschools.us)) no later than **2:00 p.m., Thursday, July 10, 2025**. All questions pertinent to the bid will be addressed and posted on the website where this proposal is displayed by Monday, July 14, 2025 by close of business day.

TIME OF BID OPENING:

Bids will be opened **Thursday, July 24, 2025, 11:00 a.m., Eastern Time.**

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

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

LOCATION OF BID OPENING:

Emailed bids will be opened and read in the Purchasing/Bid Department, Room #167, C. B. Young, Jr. Service Center, 3001 Crittenden Drive, Louisville, Kentucky 40209.

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

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

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

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

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

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

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

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

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

GENERAL BID INSTRUCTIONS AND CONDITIONS  
(PLEASE READ CAREFULLY)

A. MODEL PROCUREMENT REGULATIONS

The Model Procurement Regulations adopted by the Board of Education shall be deemed incorporated by reference in these specifications as though quoted fully herein. In the event of any conflict between this Invitation to Bid and the Model Procurement Regulations, the Regulations shall control. A copy of these regulations may be obtained by contacting the Purchasing/Bids Department or at the following website: [Procurement Regulations and Procedures](#). It is the responsibility of the offeror to be familiar with these Regulations.

B. ACCEPTANCE OF BIDS

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

C. BID DOCUMENTS

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

D. TELEGRAPHIC OR FACSIMILE BIDS

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

E. AWARDING OF CONTRACT

Please refer to the Special Conditions.

F. ASSIGNMENT OF CONTRACT

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

G. PURCHASES BY OTHER GOVERNMENT ENTITIES

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

H. RECIPROCAL PREFERENCE

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

I. SPECIFICATIONS

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

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

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

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

J. PERFORMANCE BOND

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

K. EXCUSE FOR NON-PERFORMANCE

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

L. PENALTIES

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

M. TAXES

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

N. PRODUCT EVALUATION

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

O. BRAND NAMES

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

P. NON-DISCRIMINATION

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

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

condition, marital or parental status, national origin, race, sex, sexual orientation, gender identity, gender expression, veteran status, or political opinion or affiliation.

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

Q. UTILIZATION OF MINORITY VENDORS

The utilization of minority vendors and subcontractors are encouraged, wherever possible, on public contracts. The contractor should make full efforts to locate minority business persons. For assistance in identifying minority offerors and subcontractors, contact the Office of Equal Employment Opportunity and Contract Compliance, Capitol Annex Room 395, Frankfort, Kentucky 40601; phone: (502)564-2874; fax: (502)564-1055; e-mail: Finance.ContractCompliance@ky.gov.

R. DELIVERY

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

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

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

S. BIDS

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

T. INTERPRETATION OR CORRECTION

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

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

U. PRICES AND/OR PERCENTAGES OF DISCOUNT

- (1) All prices and/or percentages of commission quoted by the various bidders must be firm for the time period indicated under "Contract Period".
- (2) All prices and quotations must be ink or typewritten. No pencil figures will be permitted. Mistakes are to be crossed out and corrections inserted adjacent thereto and initialed by person signing bid. Also, corrections made with correction tape or fluid are to be initialed.
- (3) Quote on each item separately. Prices must be stated in units specified herein.
- (4) Cash discounts of less than 20 days will be considered net. Cash discounts, when given, will be figured from date of receipt of invoice or receipt of merchandise, whichever is later.
- (5) Discount terms will be considered in determining the low bidder.
- (6) Bids that have clerical errors or irregularities are subject to correction only with concurrence with the Purchasing/Bid Department. Unit Prices should be listed, extended, and totaled. Should errors exist in the extended price, the unit price will prevail.
- (7) If quoting fractional pricing, it must be rounded to the fourth digit.

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

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

W. OR EQUAL CLAUSE

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

X. DESCRIPTIVE LITERATURE AND/OR MANUFACTURER'S SPECIFICATIONS

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

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

Y. SAMPLES

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

Samples shall be identical to and meet all specifications of items on which the bid is submitted and will be checked as deemed necessary by the Board of Education for compliance with specifications outlined herein. Samples are to be properly marked for identification and they must indicate the supplier's name and the corresponding item number as

shown in the Invitation to Bid. **Samples are to be mailed or delivered directly to the Purchasing/Bid Department, C. B. Young, Jr. Service Center, 3001 Crittenden Drive, Louisville, Kentucky 40209.**

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

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

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

**Z. SUBMITTALS**

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

Failure to furnish submittals may subject your bid to rejection.

**AA. MISC.**

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

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

**BB. TERMINATION**

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

**CC. DATA SECURITY AND BREACH PROTOCOLS**

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

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

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

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

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

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

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

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

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

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

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

In accordance with KRS 61.932(2)(a), the vendor shall implement, maintain, and update security and breach investigation procedures that are appropriate to the nature of the information disclosed, that are at least as stringent as



the security and breach investigation procedures and practices established by the Commonwealth Office of Technology (<http://technology.ky.gov/ciso/Pages/InformationSecurityPolicies,StandardsandProcedures.aspx>) and that are reasonably designed to protect the Personal Information from unauthorized access, use, modification, disclosure, manipulation, or destruction.

### **Student Data Security**

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

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

#### **DD. FINAL DISPOSITION OF JCPS DATA**

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

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

#### **EE. EXCLUSIVITY**

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

#### **FF. ACCESS TO RECORDS**

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

GG. PENALTY

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

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

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

HH. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

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

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

II. BUY AMERICAN

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

The following clause language is suggested but not mandatory:

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

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

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

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

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

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

JJ. DISCOUNTS, REBATES, ALLOWANCES AND INCENTIVES

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

KK. COST REIMBURSABLE CONTRACTS

The following conditions apply to cost reimbursable contracts:

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

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

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

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

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

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

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

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

LL. ALL CONTRACTS OVER \$100,000

(1) Clean Air Act

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

(2) Clean Water Act

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

(3) EPA Regulations

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

**SPECIAL CONDITIONS****REVIEW PROCEDURE**

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

**AWARDING OF CONTRACT(S)**

The Contract may be awarded to the bidder submitting the best evaluated response meeting all specifications, all conditions and all other provisions of this Invitation to Bid.

The evaluation methodology used to determine the best evaluated bid will be based on the total revenue recognized from the percentage of gross vending sales offered to JCPS as commission on the vending quantities as listed and the lowest quoted prices of the Product Only section based on the evaluation quantities listed. The sections are weighted as follows:

Section A: Full Service Beverage Vending Commission (estimated quantities)	50 Points
Section B: Product Only Pricing (estimated quantities)	50 Points

**CONTRACT PROVISIONS (Maintenance of Records):**

Successful bidders must maintain records for a minimum of three years after the final payment on the contract.

NOTE: Failure to follow instructions in these Special Conditions may result in bid item(s) or bid being disqualified.

**PROCEDURE FOR SUBMITTING INGREDIENT LISTS, NUTRITIONAL ANALYSIS AND OTHER INFORMATION ON SPECIFIC PRODUCTS:****DOCUMENTATION OF CHILD NUTRITION PROGRAM REQUIREMENTS:**

In order to assure items served as part of the reimbursable meal meet federal crediting requirements, School & Community Nutrition Services requests ingredient statements, nutritional analysis and other information on all products each bid period. Procedures for submitting requested information are detailed in Section B of these Special Conditions. Note: The Nutrition Analysis requires certain minimum information including: Grams of protein, carbohydrate and fat (saturated fat and transfat); iron, vitamin A, vitamin C, calcium, sodium and calories. This information must be submitted prior to the date and time of bid opening to the Specialist Menu Planning & Food Procurement, Nutrition Service Center, 360 Farmington Avenue, Louisville, Kentucky 40209.

Ingredient statements and nutrition analysis information is requested for each item listed in the bid.

**PROCEDURES FOR SUBMITTING NUTRITIONAL ANALYSIS:****LABELING:**

All bid items and nutritional analyses must be labeled with permanent ink white-peel sticker and must include:

- a. Name of supplier submitting bid.
- b. Bid item number and name of bid item.
- c. Bid ID number.
- d. Labels of products with brand names of the products are to be attached to each sample.

**NUTRITIONAL ANALYSIS:**

- a. Must be labeled following guidelines in 1 (a-d).
- b. Must be signed and dated by manufacturer's representative, signifying the information provided is current and accurate.
- c. Analysis must include:

1. Product label listing the ingredients.
2. Grams of fat, carbohydrate and protein per serving or unit of product.
3. Grams of saturated fat per serving or unit of product.
4. Grams of trans fat per serving or unit of product.
5. Iron, calcium, vitamin A and vitamin C content per serving or unit of product.
6. Calories per portion and/or total product.
7. Sodium in grams/mg.
8. Statement to verify enrichment when applicable.
9. Additional information to verify product meets specifications when applicable.
10. Product analysis must also accompany nutritional analysis.
11. During the contract period, random samples of products may be taken to an independent laboratory for analysis. The distributor will be billed for the cost of this analysis. Only protein items will be tested, but no more than two (2) times during a bid period.

#### HACCP (Hazard Analysis and Critical Control Point):

HACCP is a prevention-based food safety system that identifies and monitors specific food safety hazards that can adversely affect the safety of food products. Jefferson County Public Schools has a written HACCP plan for the Nutrition Service Center and school sites.

#### CERTIFICATE OF ASSURANCE:

Certificate of Assurance indicates food products were manufactured in accordance with proper food handling and food safety requirements. A Certificate of Assurance for each manufactured product must be submitted prior to the date and time of the bid opening to the Specialist Menu Planning & Food Procurement, Nutrition Service Center, 360 Farmington Avenue, Louisville, Kentucky 40209.

Failure to provide a Certificate of Assurance shall subject your bid to rejection.

#### ALTERNATE BIDS:

The Jefferson County Public School System is interested in obtaining your highest commission rate for "Full Service Vending" and lowest price for "Product Only" meeting our published specifications. **Therefore, no alternate bids will be accepted. Only one bid per item will be accepted on this proposal. If an alternate bid is submitted for any item, your bid may be subjected to rejection.**

#### DELIVERY INFORMATION:

**Full Service Vending:** All Full Service vending machines shall be kept stocked at the expense of the successful Vendor in a manner to provide the highest amount of revenue from commissions payable to JCPS. Commissions shall be based on gross vending sales.

**Product Only:** Delivery of Product Only to the Nutrition Service Center and their school based operations, various offices and Booster programs shall be delivered F.O.B. destination inside delivery. Drivers MUST obtain signatures on all delivery tickets. All items shall be delivered at bid pricing. No additional charges are to be added to the invoice. The successful Vendor must be willing to open multiple accounts at each location to service various offices and Nutrition and Booster programs. **JCPS will not be responsible for payment for product delivered to Booster programs. Booster programs must be invoiced directly.**

#### QUANTITIES:

A list of schools and office locations with approximate population is provided as Attachment "I" to this invitation. However, the successful Vendor should not construe this information to be representative of any guarantee of the volume of business that may be available. JCPS does not guarantee any volume of business. Because it is possible for the number of JCPS schools and administrative office locations to increase or decrease during any contract period, the awarded Vendor must agree to accept these changes as part of the contract. New locations may require service; closed or repurposed locations may require removal of service.

**THERE SHALL BE NO MINIMUM ORDER QUANTITIES REQUIRED FOR PRODUCT ONLY DELIVERIES.**

#### REPORTING:

School & Community Nutrition Services requires a monthly report on the utilization of all bid items. This report should be provided in the form of a distributor tracking report submitted no later than the 15th day of the preceding month to the Specialist Menu Planning & Food Procurement, School & Community Nutrition Service Center, 360 Farmington Avenue, Louisville, Kentucky 40209. The distributor report should list all items in bid sequence or in distributor item number sequence. The report should provide the period that the report is for, a product description, pack/size, manufacturer item number, distributor item number and total number of cases shipped to JCPS during the month.

NO SHIPMENTS ARE TO BE MADE AGAINST THE CONTRACT. PURCHASE ORDERS WILL BE ISSUED EACH CONTRACTED YEAR "AS NEEDED".

#### PAYMENT OF INVOICE:

Invoices for all items purchased as a result of this bid are to be sent directly to the Accounts Payable Department of Jefferson County Public Schools, PO Box 35340, Louisville, Kentucky, 40232-5340 or email to: [apinvoices@jefferson.kyschools.us](mailto:apinvoices@jefferson.kyschools.us), for processing. Payments will be issued from this department directly to the supplier. A copy of the invoice is to be left with Cafeteria staff.

Purchases by any Booster organization must be invoiced directly to the Booster organization. JCPS will not be responsible for payment of any invoice resulting from a Booster organization purchase under this contract.

Orders for items not on this contract must be authorized by appropriate personnel in the School & Community Nutrition Services office at C. B. Young, Jr., Service Center. Any order for an item not on contract should also be put on a separate invoice. Any order not handled in this manner is subject to nonpayment.

#### EXTENSION:

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

#### ADDITION OF NEW PRODUCTS

In the Product Only section of this Invitation, The Jefferson County Public Schools reserves the right to add and negotiate prices for additional products and any new products the successful Vendor may develop and offer JCPS during the initial and any contract renewal periods. JCPS also reserves the right to add new items to the Full Service Vending section of this bid if Vendor develops and offers such items.

#### FIRM PRICES:

##### FULL SERVICE SOFT DRINK/BEVERAGE VENDING PRICING AND COMMISSION

To ensure equal access to equivalent services in all JCPS schools and offices, all vending retail pricing shall be uniform across the district. The commission rate for Full Service Soft Drink/Beverage Vending must remain firm for the initial period of the contract. Commission rates, increase or decrease, may be re-negotiated at the time of contract renewal and shall remain firm as negotiated for the renewal contract period.

##### PRODUCT ONLY PRICING

Quote unit prices in whole numbers only to the nearest cent. Bid prices for the Product Only portion of this Bid are to remain firm for the first two year contract period and must include transportation and inside delivery. Prices may be re-negotiated at the time of contract renewal. If a price adjustment is agreed upon, the prices shall remain firm as negotiated for the renewal contract period.

#### DESCRIPTIVE LITERATURE - EQUIPMENT:

- A. Descriptive literature/specifications **must** be included with your bid. All bids are to be accompanied by catalog pictures and specifications including the manufacturer and model number of vending equipment to be provided.
- B. Descriptive literature **must** be included with your bid to fully document the nutritional value of all items bid.

**MISC. INFORMATION:**

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

**INSURANCE INFORMATION:**

Please refer to the Certificate of Insurance Requirements.

**COMPLIANCE WITH ALL LAWS:**

The successful Vendor shall comply with all U.S. Federal, state and local statutes, ordinances, and regulations now in effect or hereafter adopted, in the performance of this contract. The Vendor represents that it possesses all necessary licenses and permits required to conduct its business and will acquire, at Vendors expense, any additional licenses and permits necessary for performance of this contract prior to the initiation of work. If the Vendor is a corporation, the Vendor further expressly represents that it is a corporation registered in good standing, in the Commonwealth of Kentucky and will remain in good standing throughout the term of the contract and any renewals or extensions.

**SALES TAXES:**

All sales taxes are to be the responsibility of the successful Vendor and shall not be deducted from the commissions owed to the District.

**SUBCONTRACTING:**

The successful vendor is prohibited from assigning, transferring, or subcontracting any portion of the contract or its rights title, or interest or its power to execute the contract to any other person, company or corporation without written approval of the Purchasing/Bids Department of the Jefferson County Public Schools.

**SUBMITTALS:**

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

Failure to furnish submittals may subject your bid to rejection.

## REQUIRED VENDOR INFORMATION

BID ID #8470

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

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

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

---

Provide your company's complete **PURCHASE ORDER MAILING ADDRESS**.

\_\_\_\_\_

3. Provide your company's complete **PAYMENT REMIT ADDRESS** information including name of company, street and/or P.O. Box, city, state, zip code and phone number. \_\_\_\_\_
4. State the number of days that guaranteed delivery can be made from receipt of Purchase Order. \_\_\_\_\_
5. Provide a completed current W-9 Form with your response. Vendor name in ESM Solutions **MUST** match Items 1 and 2 on your W-9 Form.

### **NOTES:**

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

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

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



## VENDOR REPRESENTATIVE FORM

BID ID #8470

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

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

Phone: (502)485-3543

VENDOR/COMPANY NAME: \_\_\_\_\_

PHONE NO.: \_\_\_\_\_ FAX NO.: \_\_\_\_\_

### **LOCAL REPRESENTATIVE (CONTACT PERSON) INFORMATION:**

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

PHONE NO.: \_\_\_\_\_ FAX NO.: \_\_\_\_\_

EMAIL: \_\_\_\_\_

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

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

PHONE NO.: \_\_\_\_\_ FAX NO.: \_\_\_\_\_

EMAIL: \_\_\_\_\_

**VERIFICATION OF BUSINESS STATUS FORM**

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

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

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

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

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

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

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

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

Name of Company: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

Phone Number: \_\_\_\_\_ e-mail: \_\_\_\_\_

**CERTIFICATION REGARDING LOBBYING**

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

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

Organization: \_\_\_\_\_

Street address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

\_\_\_\_\_  
NAME OF AUTHORIZED REPRESENTATIVE: (PRINT)

\_\_\_\_\_  
TITLE:

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(DATE)

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

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

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

**BID ID #8470**

**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:**\_\_\_\_\_

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

**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 #8470

Failure to submit the certificate of insurance with your response **MAY** subject your bid to rejection. The Individual/Vendor/Organization shall furnish a certificate of insurance in accordance with the requirements set forth below. Complete policy number and inception/expiration dates must be included. The Individual/Vendor/Organization agrees that required insurance shall not be cancelled or allowed to lapse during the term of any awarded contract without prior written notification to Jefferson County Public School. **The certificate of insurance shall name Jefferson County Public Schools as additional insured in the Description of Operations section of the Certificate of Insurance which shall read:**

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

## **INSURANCE REQUIREMENTS:**

The insurance required shall be written for no less than the following limits or greater if required by law:

### **1. Workers Compensation:**

- |   |               |
|---|---------------|
| a. State                                    | Statutory     |
| b. Applicable Federal (e.g. Longshoreman's) | Statutory     |
| c. Employer's Liability                     | \$ 100,000.00 |

### **2. Comprehensive or Commercial General Liability** (including Premises-Operations; Independent Contractor's Protection; Product Liability and Completed Operations; Broad Form Property Damage):

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

### **3. General/Commercial Liability:** JCPS must be listed as additional insured

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

### **4. Automobile Liability:** **(Commercial Vehicles)**

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

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

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

### **6. Cyber:** \$5,000,000.00

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

Questions? Please call 485-3313 or email [jill.sanford@jefferson.kyschools.us](mailto:jill.sanford@jefferson.kyschools.us)

Required Clauses for Federal Contracts  
Bid #8470

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

**All awarded vendors/contractors:**

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

contractor must agree to report all violations to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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

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

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

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

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

6/12/23

BID ID #8470

ATTENTION

BIDDERS

**HACCP (Hazard Analysis and Critical Control Point)**

HACCP is a prevention-based food safety system that identifies and monitors food safety hazards that can adversely affect the safety of food products. Jefferson County Public Schools has implemented a written HACCP plan for the Nutrition Service Center and school sites.

**CERTIFICATE OF ASSURANCE**

A Certificate of Assurance indicates food products were manufactured in accordance with proper food handling and food safety requirements. A Certificate of Assurance for each manufactured product must be submitted prior to the date and time of the bid opening to:

Specialist Menu Planning & Food Procurement  
Nutrition Service Center  
360 Farmington Avenue  
Louisville, Kentucky 40209

**Failure to submit a Certificate of Assurance may subject your bid to rejection.**



# CONTRACT FOR THE PURCHASE OF GOODS

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

## WITNESSETH:

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

## ARTICLE I

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

## ARTICLE II Definition of Goods

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

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

## ARTICLE III Cost

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

## ARTICLE IV Modification

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

## ARTICLE V Delivery: Title and Risk of Loss

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

All goods shall be delivered by common carrier, F.O.B., point of delivery. The Seller shall be responsible for and pay any and all carrying and/or shipping charges. The Board shall accept no deliveries C.O.D. or F.O.B. point of departure. Title and risk of loss to the Goods shall remain with the Seller until the Goods have been delivered to the Board in accordance with this Article.

## ARTICLE VI Inspection and Quality of Goods

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

## ARTICLE VII Board's and Seller's Remedies

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

## ARTICLE VIII Termination for Default

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

- A. If the Seller fails to make proper delivery of any of the goods described within the time specified in the purchase order or any agreed extensions thereof; or
- B. If the Seller fails to furnish acceptable goods of a quality which shall pass without objection in the Seller's trade or business.

Upon the Seller's default as set forth above, the Board's agent shall give written notice of default to the Seller. Subsequent to the issuance of notice of default, the Board shall allow Seller a reasonable length of time, not to exceed the ten (10) working days, within which to cure said default. Should the Seller thereupon fail to cure said default, the Board shall issue a written order of termination, at which time the Seller shall make no further deliveries and shall not honor any of the purchase orders previously issued by the Board, except those purchase orders which are reaffirmed in the order of termination.

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

C. In the event the Board terminates this contract in whole or in part, as provided in paragraph (A) or (B) above, the Board may procure upon such terms and in such manner as the Director of Purchasing may deem appropriate, similar goods to those so terminated, and the Contractor shall be liable to the Board for any excess costs for such similar goods, provided, however, the Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this Article.

D. The Contractor shall not be liable for any excess costs if the failure to perform the Contract arises out of causes beyond the control and without fault or negligence of the Contractor. Such causes may include, but shall not be limited to, the public enemy, actions of the Government of the United States or the Commonwealth of Kentucky in either their sovereign or contractual capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather; but in every case, the failure to perform must be beyond the control and without fault or negligence of the Contractor. If the failure to perform is caused by the inability of the Contractor to obtain materials or goods essential to the performance defined in Article II of this Contract, from the Contractor's usual source, the Contractor shall not be liable for any excess costs for failure to perform, unless such materials or goods were obtainable from other sources in time to permit the Contractor to meet its required schedule.

E. If this Contract is terminated as provided in paragraph (A) or (B) above, the Board, in addition to all other rights provided in this Article, may require the Contractor to transfer title and possession and to deliver to the Board, in the manner and to the extent directed by the Director of Purchasing, any and all materials or goods defined in Article II of this Contract in possession of the Seller prior to the receipt of the notice of termination required by paragraph (A) or (B) above. Furthermore, the Contractor shall, upon the direction of the Director of Purchasing, protect and preserve any goods in the possession of the Contractor in which the Board has an interest. Payment for goods accepted by the Board shall be in an amount agreed upon by the Contractor and the Director of Purchasing; failure to agree to such an amount shall be a dispute within the meaning of Article X entitled "Disputes". The Board may withhold from amounts otherwise due the Contractor for goods accepted by the Board such sum as the Director of Purchasing determines to be necessary to protect the Board against loss because of outstanding liens of claims.

F. If, after notice of termination of this Contract under the provisions of this Article, it is determined for any reason that the Contractor was not in default under the provisions of this Article, the right and obligations of the Parties shall be the same as if the notice of termination was issued pursuant to the provisions of Article IX of this Contract.

G. The rights and remedies of the Board provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

File Copy

**ARTICLE IX**  
**Termination for Convenience**

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

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

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

**ARTICLE X**  
**Disputes**

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

**ARTICLE XI**  
**Prohibition of Conflicts of Interest**

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

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

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

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

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

**ARTICLE XII**  
**Equal Opportunity**

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

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

B. The Seller shall in all 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, disability, marital or parental status, national origin, race, sex, veteran status, or political opinion or affiliation.

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

**ARTICLE XIII**  
**Indemnification**

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

**ARTICLE XIV**  
**Board Administrator**

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

**ARTICLE XV**  
**Article Headings Not Controlling**

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

**ARTICLE XVI**  
**Address for Notices and Reports**

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

**ARTICLE XVII**  
**Entire Contract**

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

**ARTICLE XVIII**  
**Severability**

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

**ARTICLE XIX**  
**Governing Law**

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

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

JEFFERSON COUNTY BOARD OF EDUCATION

By \_\_\_\_\_  
WYATTE WYNN  
(Title) DIRECTOR OF PURCHASING

CONTRACTOR

By \_\_\_\_\_  
(Title) \_\_\_\_\_

File Copy

## SCOPE OF SERVICES

**SECTION A - FULL SERVICE BEVERAGE VENDING:**

The Full Service Vending portion of this contract is strictly commission based and the Vendor shall provide product on the basis of an indefinite quantity contract. The commission is to be paid on gross sales amounts before sales taxes are paid by the successful Vendor. Student and employee numbers provided herein are approximate only and are subject to either increase or decrease at any time of the year. Student enrollment and employee numbers are stated only for the purpose of estimating usage. Should the enrollment or employment numbers of an individual school or district office increase or decrease, the Vendor shall furnish all products and services herein at the commission price submitted in the Vendor's bid response. JCPS is not responsible for anticipated profits or additional compensation for any increase or decrease in quantities. JCPS does not guarantee usage quantity or dollar volume of sales.

The Vendor shall furnish the vending machines and product. The Vendor shall be responsible for stocking the machines and removing the money from the machines. The Vendor shall count the revenue and make periodic commission payments to the JCPS Treasurer along with reports listing each visit from the Vendor with meter reading (period beginning and period ending readings), cash collected, date and time of visit, and product replaced by machine, by location.

The Vendor and the school/administrative/support locations shall mutually agree on the number and placement of all vending machines along with the selection of allowable beverages to be vended.

All beverages offered to students at school locations in the Full Service Vending portion of this contract must comply with the provisions of the National School Lunch Act of 1946, the Special Milk Program Section of the Agricultural Act of 1949, the Child Nutrition Act of 1966, the subsequent amendments to these acts, and the implementing instructions thereto issued by the Kentucky Department of Education, Division of School and Community Nutrition Services and the Jefferson County Board of Education policy 07.12 - Vending Machines and any subsequent amendments thereto.

All prospective Vendors must provide an outline of their reimbursement plan to be followed when a vending machine fails to vend product or vends a product which is past the imprinted expiration date. The successful Vendor agrees to post this policy at all vending locations to inform students, employees, and others of the procedures that must be followed to obtain a full refund in a timely manner.

**All beverage containers must be plastic or metal only; no glass containers.**

**SECTION B - PRODUCT ONLY:**

School and Community Nutrition Services, Family Resource and Youth Service Centers, and Booster organizations may purchase product from the Vendor at the Product Only case price, as quoted in the Vendor's bid response, for use in any of their various programs. Product Only pricing must also be available to District Administrative Offices.

**All beverages containers must be plastic or metal only; no glass containers.**

**Product Only pricing must remain firm for each contract period.**

## SPECIFICATIONS

### BID ID #8470

The Jefferson County Public Schools District (JCPS) is requesting bids to establish a contract for Full Service Soft Drink/Beverage Vending and Product Only deliveries. The JCPS district is the largest school district in Kentucky with approximately 100,000 students and employs over 14,000 full and part-time individuals.

The successful Vendor shall provide Full Service Soft Drink/Beverage Vending at all school sites and support locations, such as Administrative Offices, Maintenance locations, Warehouse buildings, Transportation garages, and Bus depots requesting such service and will provide Product Only deliveries to the School and Community Nutrition Service Department and their school operations and other locations such as Booster organizations if requested.

JCPS reserves the right to allow locations to be serviced by the Vending Facilities Program and licensed qualified blind persons, as managed by the Division of Kentucky Business Enterprise within the Kentucky Office for the Blind as provided for in KRS 163.470, when requested. Currently, licensed qualified blind persons provide vending services at VanHoose Education Center.

Jefferson County Public Schools and administrative offices covered under this bid consists of:

- 88 Elementary Schools
- 24 Middle Schools
- 23 High Schools
- 17 Combined and Other Schools

Others locations include: Nutrition Service Center, School based Nutrition Service Programs, Garages, Bus Depots and other District Administrative Offices (See Attachment I - Pages 41-45 for additional details).

### VENDOR RESPONSIBILITIES

- A. The successful Vendor shall provide and install, at no additional cost to JCPS, all necessary vending equipment needed to implement this service agreement.
- B. The Vendor shall maintain equipment as needed by each individual school or district administration location. This service shall include add/delete machines and change of machine location within a school or district administration location when requested.
- C. The Vendor shall maintain stock levels that will prevent loss of revenue due to stock outs and to maximize commissions payable to JCPS. Restocking/deliveries shall be made on week days between the hours of 7:30 a.m. and 2:00 p.m.
- D. Vendor would have exclusive rights for supplying all items covered by this bid at all elementary, middle, high, special schools and administrative locations, with the exception of locations serviced by licensed qualified blind persons as provided for in KRS 163.470.
- E. The Vendor must agree to open multiple accounts within a school or location. This will allow School and Community Nutrition Services, Administrative Offices, Family Resource and Youth Service Centers and school Booster organizations (Athletic and Band Boosters, etc.) to purchase from the Product Only section of the contract. The product shall be furnished in accordance with the bid price and all terms, conditions, specifications and requirements of the invitation to bid.  
  
**JCPS will not be responsible for any purchase by Booster organizations. All Booster organizations must be invoiced directly.**
- F. The Vendor must agree to add/delete schools and administration locations due to school closings, new school locations, building repurposing, etc.
- G. The Vendor must supply a complete product line including pre mix and post mix.

- H. The Vendor must comply with provisions of the National School Lunch Act of 1946, the Special Milk Program Section of the Agricultural Act of 1949, the Child Nutrition Act of 1966, the subsequent amendments to these acts, and the implementing instructions thereto issued by the Kentucky Department of Education, Division of School and Community Nutrition Services and the Jefferson County Board of Education policy 07.12 – Vending Machines and any subsequent amendments thereto.
- I. The Vendor shall furnish a periodic commission report with all commission checks (period to be determined during final contract negotiations between successful Vendor and JCPS). The report is to show each visit from the Vendor with meter reading (period beginning and period ending readings), cash collected, date and time of visit and product filled by machine, by location.
- J. In addition to periodic commission reports, an annual usage and commission paid report by location and machine of products sold and total commission paid will be issued to JCPS and will cover the period from July 1 to June 30. Annual reports are due by July 15 of each contract year and will be forwarded to the JCPS Accounting Department or other designated party.
- K. Refunds are the responsibility of the Vendor. Vendor shall provide JCPS with an outline of their reimbursement policies and procedures. The reimbursement policies and procedures shall be posted at each vending site to inform students, employees, and others of the procedures that must be followed to obtain refunds in a timely manner.
- L. The Vendor shall be responsible for all service and repair within 24 hours after notification. A contact person and telephone number shall be provided and must be operational between the hours of 7:00 a.m. to 5:00 p.m. to ensure JCPS can report service/maintenance problems in a timely manner. Required contact information must be posted as an easy to read label on all vending machines at all vending locations.
- M. All products and related services must be delivered and deliverer must register in the building administrative offices upon arrival during normal business hours. All vendor employees must have visible identification, such as uniforms, photo ID badges and identifiable company vehicles.

#### JCPS RESPONSIBILITIES

- A. JCPS shall furnish without cost to the Vendor all utilities and facilities reasonable and necessary for the efficient performance of this agreement, including but not limited to the following: Hot and cold water, lights and electric current. JCPS will, at its own cost, install such utility outlets as may be required at the areas designated for vending equipment.
- B. JCPS shall provide building maintenance and janitor service without cost to Vendor to keep the vending area in a safe and clean condition as part of the normal cleaning program.

#### VENDING EQUIPMENT - INSTALLATION, MAINTENANCE, ETC.

- A. The successful Vendor will be required to provide all necessary automatic vending equipment to meet the requirements of JCPS. The Vendor shall furnish all equipment and labor necessary to install the machines in locations agreed upon by the District and Vendor at no additional expense to JCPS. The successful Vendor will be responsible for all damages to district property caused by the equipment or vending personnel. The Vendor shall supply JCPS a list of all machine locations when contract implementation is complete.
- B. All equipment shall meet the standards of health as required by Local, State and Federal regulatory agency regulations including NSF, UL, and the Jefferson County, Kentucky Health Department. Equipment furnished shall be state of the art newer production models. If reconditioned equipment is furnished, the equipment must be in first class working condition, free of major scratches and dents, broken glass, etc. JCPS reserves the right to have the awarded Vendor replace any machine not meeting this specification or is deemed not to be in the best interest of JCPS.

- C. All vending equipment provided to perform this contract must accept coins and have change-making devices (bill changers) and may include smart technologies such as credit/debit card acceptors, etc.
- D. All bids are to be accompanied by catalog pictures and specifications including the manufacturer and model number of equipment to be provided.
- E. All equipment accessible to students shall be equipped with operational timers. Equipment located in teacher lounges/lunchrooms/workrooms and District Administrative Office/support service locations are to be operational 24 hours each day.
- F. All equipment shall be equipped with tamper-proof meter/counters to record all sales.
- G. Equipment location will be indicated by each school principal/building manager during an initial on-site inspection visit; however, the successful Vendor agrees to change machine location upon request should original machine location not be suitable to the district based on issues such as, but not limited to: lack of sales, vandalism, facility request changes, etc. Upon machine relocation(s)/replacement, a new updated list of machine locations shall be supplied to the District.
- H. Any expansion of service must be authorized in writing by a JCPS representative. Vendor must be willing and able to install additional equipment if requested and sales warrant the additional equipment.
- I. Damage, theft or vandalism to vending machines shall not be the responsibility of JCPS, but shall be the assumed responsibility of the successful Vendor. JCPS accepts no responsibility for the equipment beyond normal building security.
- J. All equipment shall be serviced and maintained as often as deemed necessary and sales warrant to maximize commissions paid to JCPS. Vendor must do a periodic washing and sanitizing to ensure sanitary conditions and acceptable appearance.
- K. All equipment must be installed and operational by no later than November 30, 2025 or other date as agreed upon by the successful Vendor and JCPS.
- L. All vending machines supplied to perform this contract shall remain the property of the contractor, and the contractor must remove all machines from JCPS locations within 30 days upon expiration/termination/cancellation of the contract. The successful Vendor must agree to coordinate with the building manager the removal or replacement of any equipment. If upon expiration/termination/cancellation of the contract, vendor does not remove all machines within 30 days of such action, vendor agrees a penalty of \$100.00 per machine per day, while machines remain on JCPS property, may be assessed by JCPS.

#### PRODUCT QUALITY:

All products provided by the successful Vendor shall be imprinted with an expiration date. Vendor shall not fill vending equipment with expired product, nor shall vendor provide expired product to any location when delivering Product Only. The Vendor shall provide all products with the same amount of expiration time available as they do with their most favored customers.

Vending pricing structure as well as product selection shall be uniform across the district. However, all locations may not request all products.

#### RECORD KEEPING:

At implementation of contract, and at each Vendor visit thereafter, each vending location shall be provided a machine fill sheet. The fill sheet shall provide the following: Meter reading of machine, amount of product replaced listed by product, (the initial sheet will contain the amount of product placed at implementation) funds collected, date location and machine identification

Revenues are to be based on gross sales by machine.

All taxes are the responsibility of the successful Vendor and shall not be deducted from commissions due JCPS on gross sales.

Periodic/annual commission statement is to show each visit from the Vendor with meter reading cash collected, date and time of visit for each vending machine by location. This statement is to be provided to JCPS Accounting Services Department and or other department as designated by JCPS. This designation is subject to change by JCPS and will be communicated to the successful Vendor.

The vendor is required to maintain accounting records and other documents pertaining to the contract operation and will make the records available to JCPS at all reasonable times during the contract period and for three (3) full years from the date of the final payment of initial or renewal contract(s). JCPS anticipates making an audit of these records and reserves the right to do so at any time.

**BID FORM**

**FULL SERVICE SOFT DRINK/BEVERAGE VENDING AND PRODUCT ONLY**

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

**CERTIFICATION OF COMPLIANCE WITH SPECIFICATIONS**

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

EXCEPTIONS:

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

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

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

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

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

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

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

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

EMAIL ADDRESS \_\_\_\_\_

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

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

The Proposer hereby acknowledges receipt of the following addenda:

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

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



**NOTE: THESE STATEMENTS/QUESTIONS APPLY TO SERVICES COVERED BY THIS INVITATION TO BID.**

1. What will your service (repair, move, refill, delivery) response time be? \_\_\_\_\_

2. How will school / support locations be serviced (weekly, as needed per site, etc.)? \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3. How will your company ensure there will be no stock outs to prevent loss of commission payout to JCPS?

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

4. If there is a stock out at a school or support location what will be the turnaround time for a restock/delivery?

\_\_\_\_\_

\_\_\_\_\_

5. Attach sample copies of Full Service Vending reports. Reports must be provided indicating vending machine meter reading, cash collected, product replaced, machine location and machine ID. Also attach sample of Product Only delivery reports. Product Only delivery reports must provide amount of product delivered - by product, delivery location, price and delivery date.

6. Attach a list of the types of vending machines to be provided. (Include catalog pictures, make and model numbers.)

7. By signing this bid form, bidder agrees to donate any of their incentive items already in our schools.

8. Provide service contact information. This information must also be posted at all vending locations.

Contact Name/Department: \_\_\_\_\_

Contact Phone Number: \_\_\_\_\_

[illegible]

**Note: The successful vendor is required to post their refund policy and procedures at all vending locations.**

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

**CURRENT VENDING EQUIPMENT LIST TO ASSIST VENDORS WITH PREPARING THEIR RESPONSE.**

**NOTE: All vending equipment must be installed/operational no later than November 30, 2025.**

**Vending and cooler equipment currently located in the District.**

**(This information is based on reports provided by the current vendor and has not been verified.)**

<b>MODEL</b>	<b>Quantity</b>
Glass Front Vendor	40
72 MED HVV Vendors	22
72 SM HVV	3
72 MED Mag Vendors	152
72 SM Magnum Vendors	23
79 LG Magnum Vendor	1
47/49 CF Coolers	165
45/17 CF Coolers	49
CF 41 Coolers	7
CF 37 Coolers	2
CF 33 Coolers	3
CF 26 Coolers	74
CF 20 Coolers	2
CF 15 Coolers	1
CF 13 Coolers	3
CF 12 Coolers	19
CF 10 Coolers	11
CF 6/7 Counter Coolers	18
PC 8 Coolers	5
4154 Slim Coolers	3
4160 Slim Coolers	1
35 Slim Radius Cooler	1
Horizontal Cooler	4
POS DI 2323	5
<b>Total</b>	<b>614</b>

**NOTE: ALL 2025 QUANTITY INFORMATION IS APPROXIMATE. The quantities listed will be used to determine the best evaluated bid. JCPS does not guarantee any vending or sales amounts.**

**Pricing Section A: Full Service Beverage Vending**

**This section is weighted 50 points for evaluation purposes.**

Vending Purchases During 2025	Case Quantities	Vending Selling Unit Price*	Full Service Commission Percent	Total JCPS Commission
Carbonated Drinks 20 oz. plastic bottle 24/case	3,670 cases	\$2.00		
Non-Carbonated Drinks 20 oz. plastic bottle 24/case (Waters, Flavored Drinks)	364 cases	\$2.00		
Sports Drinks 20 oz. plastic bottle 24/case	1418 cases	\$2.50		
Tea (Various Flavors) 20 oz. plastic bottles 24/case	23 cases	\$2.00		
Premium Tea 18.5 oz. 12/case	11 cases	\$2.75		
Vitamin Enhanced Waters (Various Flavors) 20 oz. plastic bottles 12/case	150 cases	\$2.50		
Carbonated Drinks 12 oz. cans 24/case	478 cases	\$1.00		
Non-Carbonated 12 oz. cans 24/case	0 cases	\$1.00		
Total Commission Payable to JCPS from Full Service Vending Sales.....\$_____				

**Case quantities provided are based on reports of 2025 purchases and are provided for bidding purposes only. JCPS does not guarantee any vending quantities.**

**\*Vending prices listed are for evaluation purposes only and may not be the actual vending prices negotiated between the successful vendor and JCPS. Vending pricing will be uniform across the District.**

**Provide your commission percentages in the areas above. Only one percentage per item may be submitted. Commission percentage information submitted elsewhere within the sealed bid, or on additional sheets, may be considered non-responsive and may not be further evaluated.**

**\*\*\*\*\*SUBMIT ONLY ONE COMMISSION PERCENTAGE PER ITEM.\*\*\*\*\***

**This section is weighted with 50 points for evaluation purposes.**

**THE EVALUATION OF THIS SECTION WILL BE BASED ON LOWEST PRICING OF PRODUCT.**

<b>Product Only Pricing</b>	<b>Case Quantities*</b>	<b>Case Pricing</b>	<b>Extended Pricing</b>	<b>Packaging Size</b>
Juice 100% 10 oz. plastic bottle 24/case	79 cases			
Water 12 oz. plastic bottle 24/case	45 cases			
Water 16.9 oz. plastic bottle 24/case	520 cases			
Water 20 oz. plastic bottle 24/case	749 case			
Sports Drinks 12 oz. plastic bottle 24/case	4 cases			
Sports Drinks 20 oz. plastic bottle 24/case	2482 case			
Vitamin Enhanced Waters (Various Flavors) 20 oz. plastic bottles 12/case	108 case			
Tea (Various Flavors) 16.9 oz. plastic bottle 24/case	9 cases			
Tea (Various Flavors) 20 oz. plastic bottles 24/case	2 case			
Juice Drinks (Various Flavors) 15.2 oz. plastic bottle 12/case	7 cases			
Carbonated Drinks 12 oz. cans 24/case	1334 cases			
Non-Carbonated Drinks 12 oz. cans 24/case	1 case			
Carbonated Drinks 20 oz. plastic bottle 24/case	2147 case			
Non-Carbonated Drinks 20 oz. plastic bottle 24/case	76 case			
BIB Carbonated 3 gallon	15 BIB			
BIB Non-Carbonated 3 gallon	1 BIB			
BIB Carbonated 5 gallon	100 BIB			
CO2 Tanks	1 Tank			
<b>Total Product Only Pricing.....\$</b>				

**\*Case quantities provided are based on reports for 2024-2025 purchases and are provided for bidding purposes only except for quantities listed as “1”. JCPS does not guarantee any purchase quantities and reserves the right to purchase as much product at bid prices as required.**

**In the event that the requested case quantities are different than your packaging, quote based on the packaging sizes listed for evaluation purposes. Note your actual packaging quantities in the column provided. Any contract orders will be of the Vendor’s case quantities.**

**Provide your pricing in the areas above. Only one price per item may be submitted. Prices submitted elsewhere within the sealed bid, or on additional sheets, may be considered non-responsive and may not be further evaluated.**

**\*\*\*\*\*DO NOT SUBMIT ADDITIONAL OR ALTERNATE PRICING.\*\*\*\*\***

**Maximum price increase cap for subsequent annual renewal periods for Product Only.....** \_\_\_\_\_ %

(Product Only Prices will not be raised above this percentage rate amount [if any] at any contract renewal.)  
This increase is not automatic at time of renewal but may be negotiated. Only one percentage of increase is to be stated. Any increase cap over 7% will not be acceptable to JCPS and shall subject your bid to rejection.

**Evaluation for this solicitation will be conducted as follows:**

**Section A: Full Service Beverage Vending - This Section is Weighted 50 Points for Evaluation Purposes:**

(Number of Cases Listed x Number of Units per Cases) x Vending Selling Price x Bid Commission Rate(s) = Commission Payable to JCPS From Full Service Vending Gross Sales.

**Section B: Product Only - This Section is Weighted 50 Points for Evaluation Purposes:**

Number of Cases Listed x Bid Price Per Case = Total Bid Price of Line. The Total of All Lines will be the Total Product Only Bid Price.

**Section A - Full Service Beverage Vending**

50 Points - This is the maximum points that can be awarded to a supplier for the highest total vending commission listed in section "A". The bidder with the next highest total commission receives points by dividing the highest total commissions by the next highest commission total and multiplying that percentage by the available points. For example, 50 points are allocated to the vendor providing the highest commission total. Assume bidder "A" submits a response resulting in \$100.00 total commission and receives the maximum 50 points ( $\$100.00 / \$100.00 = 1.00 \times 50 = 50$ ). Assume Bidder "B" submits a response resulting in \$80.00 total commissions. Bidder "B" receives 40 points ( $\$80.00 / \$100.00 = .80 \times 50 = 40$ ).

**Section B - Product Only**

50 points - This is the maximum points that can be awarded to a supplier for the lowest total cost of the combined items listed in section "B". The bidder with the next lowest price receives points by dividing the lowest total price by the next lowest total price and multiplying that percentage by the available points. For example, 50 points are allocated to the vendor bidding the lowest total combined cost of section "B". Bidder "A" bids \$3.00 as the lowest total bidder and receives the maximum 50 points ( $\$3.00 / \$3.00 = 1.00 \times 50 = 50$ ). Assume Bidder "B" is the next lowest total bidder at \$4.00. Bidder "B" receives 37.5 points ( $\$3.00 / \$4.00 = .75 \times 50 = 37.5$ ).

---

**NOTE: JCPS USE ONLY – DO NOT ENTER INFORMATION BELOW THIS POINT:**

---

**Section A Points Awarded**

\_\_\_\_\_

**Section B Points Awarded**

\_\_\_\_\_

**Total Points Awarded**

\_\_\_\_\_



NOTE: All student and employee numbers are approximate and should not be construed to guarantee any amount of beverage sales.		
<b>ELEMENTARY SCHOOLS</b>	<b>STUDENTS</b>	<b>EMPLOYEES</b>
Alex R Kennedy	390	
Atkinson Elementary	471	66
Auburndale Elementary	606	77
Audubon Elementary	614	59
Bates Elementary	588	63
Binet School	23	65
Blake Elementary	572	61
Bloom Elementary	534	49
Blue Lick Elementary	503	60
Bowen Elementary	716	70
Brandeis Elementary	473	63
Breckinridge-Franklin Elementary	434	76
Byck Elementary	275	75
Camp Taylor Elementary	338	73
Cane Run Elementary	425	64
Carter Traditional Elementary	458	62
Chancey Elementary	485	71
Chenoweth Elementary	580	57
Cochran Elementary	419	60
Cochrane Elementary	481	52
Coleridge-Taylor Elementary	329	87
Coral Ridge Elementary	568	67
Crums Lane Elementary	497	72
Dixie Elementary	375	54
Dunn Elementary	433	55
Eisenhower Elementary	593	62
Engelhard Elementary	253	61
Fairdale Elementary	668	67
Farmer Elementary	728	76
Fern Creek Elementary	729	72
Field Elementary	462	54
Foster Academy Elementary	282	74
Frayser Elementary	437	54
Goldsmith Elementary	655	71
Greathouse/Shryock Elementary	613	52
Greenwood Elementary	455	64
Gutermuth Elementary	479	57
Hartstern Elementary	612	57
Hawthorne Elementary	455	60
Hazelwood Elementary	562	75
Hite Elementary	493	53
Indian Trail Elementary	642	62
Jacob Elementary	519	85

Jeffersontown Elementary	684	81
<b>ELEMENTARY SCHOOLS CONTINUED...</b>		
Johnsontown Road. Elementary	461	48
Kennedy Elementary Montessori	510	77
Kenwood Elementary	593	69
Kerrick Elementary	326	58
King Elementary	302	62
Klondike Lane Elementary	547	69
Laukhuf Elementary	641	55
Layne Elementary	473	61
Lincoln Elementary	593	64
Lowe Elementary	617	55
Luhr Elementary	526	59
Maupin Elementary	341	65
McFerran Elementary	577	93
Medora Elementary	453	50
Middletown Elementary	566	66
Mill Creek Elementary	445	66
Minors Lane Elementary	403	71
Norton Commons Elementary	600	60
Norton Elementary	712	73
Okolona Elementary	391	48
Perry Elementary	437	62
Portland Elementary	291	52
Price Elementary	480	71
Rangeland Elementary	577	61
Rutherford Elementary	491	68
Sanders Elementary	367	58
Schaffner Traditional Elementary	558	54
Semple Elementary	595	82
Shacklette Elementary	473	59
Shelby Elementary	246	77
Slaughter Elementary	482	61
Smyrna Elementary	550	53
St. Matthews Elementary	584	59
Stonestreet Elementary	533	68
Stopher Elementary	775	75
Taylor, Zachary Elementary	268	67
Trunnell Elementary	555	66
Tully Elementary	792	77
Watterson Elementary	463	65
Wellington Elementary	458	61
Wheeler Elementary	621	60
Wilder Elementary	471	61
Wilkerson Elementary	549	61
Wilt Elementary	520	58
Young Elementary	77	41
<b>MIDDLE SCHOOLS</b>	<b>STUDENTS</b>	<b>EMPLOYEES</b>

Barret Traditional Middle	626	50
Carrithers Middle	543	55
Conway Middle	692	89
Crosby Middle	754	106
Echo Trail Middle	1120	105
Farnsley Middle	915	97
Highland Middle	639	86
Hudson Middle	992	95
Jefferson Co. Traditional Middle	815	73
Jefferson, Thomas Middle	954	102
Johnson Traditional Middle	461	81
Kammerer Middle	809	90
Knight Middle	800	55
Lassiter Middle	892	93
Meyzeek Middle	858	88
Newburg Middle	581	88
Noe Middle	1165	126
Olmstead Academy North	466	96
Olmstead Academy South	524	86
Ramsey Middle	1081	85
Stuart Middle	1173	107
Western Middle	788	69
Westport Middle	914	126

HIGH SCHOOLS	STUDENTS	EMPLOYEES
Atherton High	1484	108
Ballard High	2122	157
Breckinridge Metro High	121	35
Butler Traditional High	1290	128
Central High	1245	119
Doss High	1377	120
DuPont Manual High / YPAS	1921	173
Eastern High	1724	157
Fairdale High	1372	122
Fern Creek Traditional High	1479	137
Iroquois High	1295	143
Jeffersontown High	1216	136
Liberty High	131	80
Louisville Male High	1718	120
PRP High	1839	158
Seneca High	1231	145
Georgia Chaffee TAPP	94	35
Southern High	1841	135
Valley High	823	110
W.E.B. Dubois Academy High	486	97
Waggener High	924	102
Western High	426	86
Westport TAPP		51

COMBINED SCHOOLS	STUDENTS	EMPLOYEES
Academy @ Shawnee	1107	103
Brown School	832	73
Grace James Academy of Excellence	485	85
Moore Traditional High	1657	192
Newcomer Academy	489	75

OTHER SCHOOLS	STUDENTS	EMPLOYEES
Ahrens Ed. Resource Center	37	14
Churchill Park School	74	100
Dawson Ormond Early Childhood	196	62
DuValle Ed. Center	185	83
Gheens Early Childhood	102	43
Jefferson County High*	866*	130*
Minor Daniels Academy	191	97
Phoenix School of Discovery	415	67
Riverport Ed. Center	75	8
Thomas Jefferson Early Childhood	83	35
Unsel, George Early Childhood	320	65
Westport Early Childhood	324	65
*Totals not all housed at Jefferson County High		

ADMINISTRATION OFFICE BLDGS:	EMPLOYEES
VanHoose Ed. Center*	266*
Atkinson Square PD Center	33
C. B. Young Jr. Ser. Center	486
Ahrens Ed. Res. Center	118
Lam Building	343
Stober Road Center	150
*Serviced By Licensed Blind Enterprise	

TRANSPORTATION FACILITIES	EMPLOYEES
Blankenbaker Bus Garage	25
Dawson Garage	21
Nichols Bus Garage	86
Blankenbaker Bus Compound	80
Blue Lick Bus Compound	69
Burks Bus Compound	80
Detrick Bus Compound	71
Hoke Bus Compound	80
Jacob Bus Compound	67
Jeffersontown Bus Compound	68
Lees Lane Bus Compound	66

<b>Moore Bus Compound</b>		<b>72</b>
---------------------------	--	-----------

<b>TRANSPORTATION FACILITIES CONTINUED...</b>		<b>EMPLOYEES</b>
<b>Nichols Bus Compound</b>		<b>86</b>
<b>Special Needs East Compound</b>		<b>139</b>
<b>Special Needs West Compound</b>		<b>138</b>
<b>Wilhoit Bus Compound</b>		<b>75</b>

<b>OTHER FACILITIES</b>		<b>EMPLOYEES</b>
<b>Nutrition Service Center</b>		<b>42</b>

# Jefferson County Public Schools 2024-25

590	<b>Academy @ Shawnee</b> .....	<b>485-8326</b>
	<i>Hollie Smith</i> .....	<i>4001 Herman Street, 40212</i>
452	<b>Ackerly</b> .....	<b>629-6319</b>
	<i>Kenneth Marshall, Associate Principal</i> .....	<i>200 E. Chestnut, 40202</i>
018	<b>Atherton High</b> .....	<b>485-8202</b>
	<i>Stephanie Fluhr</i> .....	<i>3000 Dundee Road, 40205</i>
185	<b>Atkinson, J.B., Academy</b> .....	<b>485-8203</b>
	<i>Arivia Parks</i> .....	<i>2811 Duncan Street, 40212</i>
127	<b>Auburndale Elementary</b> .....	<b>485-8204</b>
	<i>Karen Topping</i> .....	<i>5749 New Cut Road, 40214</i>
044	<b>Audubon Traditional Elementary</b> .....	<b>485-8205</b>
	<i>Erika Walker</i> .....	<i>1051 Hess Lane, 40217</i>
105	<b>Ballard High</b> .....	<b>485-8206</b>
	<i>Jason Neuss</i> .....	<i>6000 Brownsboro Road, 40222</i>
040	<b>Barret Traditional Middle</b> .....	<b>485-8207</b>
	<i>Amy Strite</i> .....	<i>2561 Grinstead Drive, 40206</i>
055	<b>Bates Elementary</b> .....	<b>485-8208</b>
	<i>Sara Nethery</i> .....	<i>7601 Bardstown Road, 40291</i>
035	<b>Bellewood</b> .....	<b>753-5500</b>
	<i>Justin Meek, Associate Principal</i> .....	<i>3121 Brooklawn Campus Drive, 40218</i>
183	<b>Binet School</b> .....	<b>485-8209</b>
	<i>Trisha Gallagher</i> .....	<i>3410 Bon Air Avenue, 40220</i>
149	<b>Blake Elementary</b> .....	<b>485-8210</b>
	<i>Stephanie Smith</i> .....	<i>3801 Bonaventure Boulevard, 40219</i>
225	<b>Bloom Elementary</b> .....	<b>485-8211</b>
	<i>Jack F. Jacobs</i> .....	<i>1627 Lucia Avenue, 40204</i>
091	<b>Blue Lick Elementary</b> .....	<b>485-8212</b>
	<i>Amy Uhlman</i> .....	<i>9801 Blue Lick Road, 40229</i>
094	<b>Bowen Elementary</b> .....	<b>485-8213</b>
	<i>Vacant</i> .....	<i>1601 Roosevelt Avenue, 40242</i>
028	<b>Boys &amp; Girls Haven</b> .....	<b>458-1171, Ext. 138</b>
	<i>Justin Meek, Associate Principal</i> .....	<i>2301 Goldsmith Lane, 40218</i>
260	<b>Brandeis Elementary</b> .....	<b>485-8214</b>
	<i>Stacey Rowan</i> .....	<i>2817 W. Kentucky Street, 40211</i>
129	<b>Breckinridge Metropolitan High</b> .....	<b>485-6678</b>
	<i>Erik Huber</i> .....	<i>1128 E. Broadway, 40204</i>
038	<b>Breckinridge-Franklin Elementary</b> .....	<b>485-8215</b>
	<i>Dustin Whitis</i> .....	<i>1351 Payne Street, 40206</i>
019	<b>Brook-Dupont</b> .....	<b>721-2342</b>
	<i>Kenneth Marshall, Associate Principal</i> .....	<i>1405 Browns Lane, 40207</i>
020	<b>Brook-KMI</b> .....	<b>814-3722</b>
	<i>Karen Corbeill, Associate Principal</i> .....	<i>8521 LaGrange Road, 40242</i>
025	<b>Brooklawn School</b> .....	<b>515-0460</b>
	<i>Justin Meek, Associate Principal</i> .....	<i>3121 Brooklawn Campus Drive, 40218</i>
165	<b>Brown, J. Graham, School</b> .....	<b>485-8216</b>
	<i>Angela Parsons</i> .....	<i>546 S. First Street, 40202</i>
045	<b>Butler Traditional High</b> .....	<b>485-8220</b>
	<i>William Allen</i> .....	<i>2222 Crums Lane, 40216</i>
243	<b>Byck Elementary</b> .....	<b>485-8221</b>
	<i>Carla Kolodey</i> .....	<i>2328 Cedar Street, 40212</i>
004	<b>Camp Taylor Elementary</b> .....	<b>485-8222</b>
	<i>John Shanton</i> .....	<i>1446 Belmar Drive, 40213</i>
005	<b>Cane Run Elementary</b> .....	<b>485-8223</b>
	<i>Christie Horn</i> .....	<i>3951 Cane Run Road, 40211</i>
167	<b>Carrithers Middle</b> .....	<b>485-8224</b>
	<i>Jason Watts</i> .....	<i>4320 Billtown Road, 40299</i>
680	<b>Carter Traditional Elementary</b> .....	<b>485-8225</b>
	<i>Whitney Hodge</i> .....	<i>3600 Bohne Avenue, 40211</i>
179	<b>Central High School MCA</b> .....	<b>485-8226</b>
	<i>Tamela Compton</i> .....	<i>1130 W. Chestnut Street, 40203</i>
050	<b>Chaffee, Georgia, Teenage Parent Program</b> .....	<b>485-8748</b>
	<i>DeLena Alexander</i> .....	<i>1010 Neighborhood Place, 40118</i>
102	<b>Chancey Elementary</b> .....	<b>485-8387</b>
	<i>Tioka Ivory</i> .....	<i>4301 Murphy Lane, 40241</i>
046	<b>Chenoweth Elementary</b> .....	<b>485-8227</b>
	<i>Angela Burns</i> .....	<i>3622 Brownsboro Road, 40207</i>
917	<b>Churchill Park School</b> .....	<b>485-8229</b>
	<i>Kristina Lee</i> .....	<i>435 Boxley Avenue, 40209</i>
323	<b>Cochran Elementary</b> .....	<b>485-8230</b>
	<i>Melissa Cheatham</i> .....	<i>500 W. Gaulbert Avenue, 40208</i>
083	<b>Cochrane Elementary</b> .....	<b>485-8231</b>
	<i>Beth Fuller</i> .....	<i>2511 Tregaron Avenue, 40299</i>
660	<b>Coleridge-Taylor Montessori Elementary</b> .....	<b>485-8232</b>
	<i>Marcia Carmichael-Murphy</i> .....	<i>1115 W. Chestnut Street, 40203</i>
164	<b>Conway Middle</b> .....	<b>485-8233</b>
	<i>Jeannie Lett</i> .....	<i>6300 Terry Road, 40258</i>
060	<b>Coral Ridge Elementary</b> .....	<b>485-8234</b>
	<i>Brian Davis</i> .....	<i>10608 National Turnpike, 40118</i>
119	<b>Crosby Middle</b> .....	<b>485-8235</b>
	<i>Clay Ryan</i> .....	<i>303 Gatehouse Lane, 40243</i>
092	<b>Crums Lane Elementary</b> .....	<b>485-8236</b>
	<i>Tanesha Franklin</i> .....	<i>3212 S. Crums Lane, 40216</i>

202	<b>Daniels, Minor, Academy</b> .....	<b>485-8316</b>
	<i>Stephanie Bard</i> .....	<i>1960 Bashford Manor Lane, 40218</i>
082	<b>Dixie Elementary</b> .....	<b>485-8238</b>
	<i>Shawn Purlee</i> .....	<i>10201 Casalanda Drive, 40272</i>
100	<b>Doss High</b> .....	<b>485-8239</b>
	<i>Julie Chancellor</i> .....	<i>7601 St. Andrews Church Road, 40214</i>
191	<b>DuBois, W.E.B., High Academy</b> .....	<b>485-7600</b>
	<i>Monica Hunter</i> .....	<i>3901 Atkinson Square Drive, 40218</i>
191	<b>DuBois, W.E.B., Middle Academy</b> .....	<b>485-7600</b>
	<i>Monica Hunter</i> .....	<i>3307 E. Indian Trail, 40213</i>
156	<b>Dunn Elementary</b> .....	<b>485-8240</b>
	<i>Tracy Barber</i> .....	<i>2010 Rudy Lane, 40207</i>
200	<b>duPont Manual High</b> .....	<b>485-8241</b>
	<i>Michael Newman</i> .....	<i>120 W. Lee Street, 40208</i>
210	<b>DuValle Education Center</b> .....	<b>485-3558</b>
	<i>Brian Clark</i> .....	<i>3610 Bohne Avenue, 40211</i>
007	<b>Eastern High</b> .....	<b>485-8243</b>
	<i>Heather Orman</i> .....	<i>12400 Old Shelbyville Road, 40243</i>
255	<b>Echo Trail Middle</b> .....	<b>485-8398</b>
	<i>Kara Ammerman</i> .....	<i>2601 Echo Trail, 40245</i>
131	<b>Eisenhower Elementary</b> .....	<b>485-8244</b>
	<i>Conni Strange</i> .....	<i>5300 Jessamine Lane, 40258</i>
240	<b>Engelhard Elementary</b> .....	<b>485-8246</b>
	<i>Ryan McCoy</i> .....	<i>1004 S. First Street, 40203</i>
010	<b>Fairdale Elementary</b> .....	<b>485-8247</b>
	<i>Darren Atkinson</i> .....	<i>10104 Mitchell Hill Road, 40118</i>
057	<b>Fairdale High</b> .....	<b>485-8248</b>
	<i>Brandy Corbin</i> .....	<i>1001 Fairdale Road, 40118</i>
212	<b>Farmer Elementary</b> .....	<b>485-8625</b>
	<i>Melinda Stivers</i> .....	<i>6405 Gellhaus Lane, 40299</i>
049	<b>Farnsley Middle</b> .....	<b>485-8242</b>
	<i>Carolyn Smith</i> .....	<i>3400 Lees Lane, 40216</i>
011	<b>Fern Creek Elementary</b> .....	<b>485-8250</b>
	<i>Tonya Arnold</i> .....	<i>8815 Ferndale Road, 40291</i>
012	<b>Fern Creek High</b> .....	<b>485-8251</b>
	<i>Rebecca Nicolas</i> .....	<i>9115 Fern Creek Road, 40291</i>
250	<b>Field Elementary</b> .....	<b>485-8252</b>
	<i>Deborah Rivera</i> .....	<i>120 Sacred Heart Lane, 40206</i>
270	<b>Foster Traditional Academy</b> .....	<b>485-8253</b>
	<i>Letisha Young</i> .....	<i>1401 S. 41st Street, 40211</i>
290	<b>Frayser Elementary</b> .....	<b>485-8255</b>
	<i>Sarah Carmichael-Miller</i> .....	<i>1230 Larchmont Avenue, 40215</i>
061	<b>Goldsmith Elementary</b> .....	<b>485-8258</b>
	<i>Jessica Carter</i> .....	<i>3520 Goldsmith Lane, 40220</i>
013	<b>Greathouse/Shryock Traditional Elementary</b> .....	<b>485-8259</b>
	<i>Kim Slusher</i> .....	<i>2700 Browns Lane, 40220</i>
014	<b>Greenwood Elementary</b> .....	<b>485-8260</b>
	<i>Joy Billops</i> .....	<i>5801 Greenwood Road, 40258</i>
115	<b>Gutermuth Elementary</b> .....	<b>485-8261</b>
	<i>Heather Scott</i> .....	<i>1500 Sanders Lane, 40216</i>
121	<b>Hartstern Elementary</b> .....	<b>485-8262</b>
	<i>Laquetta Carter</i> .....	<i>5200 Morningside Way, 40219</i>
048	<b>Hawthorne Elementary</b> .....	<b>485-8263</b>
	<i>Becca Haynes</i> .....	<i>2301 Clarendon Avenue, 40205</i>
300	<b>Hazelwood Elementary</b> .....	<b>485-8264</b>
	<i>Courtney Grace</i> .....	<i>1325 Bluegrass Avenue, 40215</i>
320	<b>Highland Middle</b> .....	<b>485-8266</b>
	<i>Vanessa Green</i> .....	<i>1700 Norris Place, 40205</i>
095	<b>Hite Elementary</b> .....	<b>485-8267</b>
	<i>Sheridan Barnett</i> .....	<i>12408 Old Shelbyville Road, 40243</i>
768	<b>Home of the Innocents</b> .....	<b>596-1291</b>
	<i>Stephanie Nutter, Associate Principal</i> .....	<i>1100 E. Market Street, 40206</i>
406	<b>Hudson Middle</b> .....	<b>485-8187</b>
	<i>Jeronda Majors</i> .....	<i>3526 W. Muhammad Ali Boulevard, 40212</i>
076	<b>Indian Trail Elementary</b> .....	<b>485-8268</b>
	<i>Joseph Wood</i> .....	<i>3709 E. Indian Trail, 40213</i>
335	<b>Iroquois High</b> .....	<b>485-8269</b>
	<i>Toetta Taul</i> .....	<i>4615 Taylor Boulevard, 40215</i>
325	<b>Jacob Elementary</b> .....	<b>485-8271</b>
	<i>Karen Waggoner</i> .....	<i>3701 E. Wheatmore Drive, 40215</i>
800	<b>James, Grace, Academy of Excellence</b> .....	<b>485-8123</b>
	<i>LaTonya Frazier-Goatley</i> .....	<i>1615 W. Broadway, 40203</i>
879	<b>JCPS/SAC Programs</b> .....	<b>400-7670</b>
	<i>Denille Johnson</i> .....	<i>8711 LaGrange Road, 40242</i>
396	<b>Jefferson County Traditional Middle</b> .....	<b>485-8272</b>
	<i>Brent Conner</i> .....	<i>1418 Morton Avenue, 40204</i>
463	<b>Jefferson Regional Juvenile Detention Ctr. (JRJDC)</b> .....	<b>429-7217</b>
	<i>Denille Johnson</i> .....	<i>8711 LaGrange Road, 40242</i>
090	<b>Jefferson, Thomas, Middle</b> .....	<b>485-8273</b>
	<i>Joshua Bourgeois</i> .....	<i>1501 Rangeland Road, 40219</i>
166	<b>Jeffersontown Elementary</b> .....	<b>485-8274</b>
	<i>Brooke Schilling</i> .....	<i>3610 Cedarwood Way, 40299</i>

065	Jeffersontown High	485-8275
	Jarrad Durham	9600 Old Six Mile Lane, 40299
470	Johnson, Lyman T., Traditional Middle	485-8277
	Rhonda Branch	2509 Wilson Avenue, 40210
106	Johnsontown Road Elementary	485-8278
	Stephen Howard	7201 Johnsontown Road, 40272
162	Kammerer Middle	485-8279
	Shannon Corrigan	7315 Wesboro Road, 40222
175	Kennedy, Alex R., Elementary	485-6950
	Patrick Sivioli	4515 Taylorsville Road, 40220
720	Kennedy, J.F., Elementary	485-8280
	Stephanie Helm	3800 Gibson Lane, 40211
059	Kenwood Elementary	485-8283
	Jameelah Henderson	7420 Justan Avenue, 40214
079	Kerrick Elementary	485-8284
	Jennifer Forseth	2210 Upper Hunters Trace, 40216
432	King Elementary	485-8285
	Rhonda Hedges	4325 Vermont Avenue, 40211
134	Klondike Lane Elementary	485-8286
	Mark Boyer	3807 Klondike Lane, 40218
163	Knight Middle	485-8287
	Christel Lanier	9803 Blue Lick Road, 40229
133	Lassiter Middle	485-8288
	Tim Alexander	8200 Candleworth Drive, 40214
145	Laukhuf Elementary	485-8289
	Joanna Sells	5100 Capewood Drive, 40229
126	Layne Elementary	485-8290
	Cassandra Hayes	9831 East Avenue, 40272
030	Liberty High	485-7100
	Sara Sutton McCutcheon	1281 Gilmore Lane, 40213
520	Lincoln Elementary Performing Arts School	485-8291
	Melissa Case	930 E. Main Street, 40206
047	Louisville Male High	485-8292
	Keith Cathey	4409 Preston Highway, 40213
146	Lowe Elementary	485-8293
	Sean Russell	210 Oxfordshire Lane, 40222
107	Luhr Elementary	485-8295
	Sarah Williams	6900 Fegenbush Lane, 40228
193	Maryhurst Academy	271-4577
	Carrie Elzy, Associate Principal	1015 Dorsey Lane, 40223
480	Maupin Elementary	485-8310
	Allyson Vitato	1312 Catalpa Street, 40211
440a	McFerran Early Childhood Center	485-7750
	Andrea Grisby	1715 S. 13th Street, 40218
440	McFerran Preparatory Academy	485-8297
	Lakeasha Jones	1900 S. Seventh Street, 40208
022	Medora Elementary	485-8298
	Beth Palmer	11801 Deering Road, 40272
340	Meyzeek Middle	485-8299
	Charles Marshall	828 S. Jackson Street, 40203
024	Middletown Elementary	485-8300
	Whitney Randall	218 N. Madison Avenue, 40243
147	Mill Creek Elementary	485-8301
	Vacant	3816 Dixie Highway, 40216
099	Minors Lane Elementary	485-8303
	Ramon Wales	8510 Minor Lane, 40219
155	Moore, Marion C., School	485-8304
	Jason Detre	6415 Outer Loop, 40228
041	Newburg Middle	485-8306
	Shamika Johnson	4901 Exeter Avenue, 40218
186	Newcomer Academy	485-6324
	Gwen Snow	3741 Pulliam Drive, 40218
435	Noe Middle	485-8307
	Kate Grindon	121 W. Lee Street, 40208
371	Norton Commons Elementary	485-8367
	Andrew Terry	10941 Kings Crown Drive, 40059
096	Norton Elementary	485-8308
	Brent Fiaschetti	8101 Brownsboro Road, 40241
027	Okolona Elementary	485-8309
	April Hetzel	7606 Preston Highway, 40219
620	Olmsted Academy North	485-8331
	Gerard Garrett Jr.	4530 Bellevue Avenue, 40215
730	Olmsted Academy South	485-8270
	Synthia Shelby	5650 Southern Parkway, 40214
037	Orman, Dawson, Education Center (Early Childhood)	485-7008
	Mary Stevens	900 S. Floyd Street, 40203
951	Pathfinder School of Innovation	485-3173
	Todd Stockwell	900 S. Floyd Street, 40203
784	Peace Academy	479-4180
	Miranda Waddell, Associate Principal	2020 Newburg Road, 40205
182	Perry Elementary	485-8348
	Keisha Fulson	755 Dixie Highway, 40210
201	Phoenix School of Discovery	485-7700
	Ken Moeller	502 Wood Road, 40222
075	Pleasure Ridge Park High	485-8311
	Sheri Duff	5901 Greenwood Road, 40258

500	Portland Elementary	485-8313
	Michelle Perkins	3410 Northwestern Parkway, 40212
128	Price Elementary	485-8315
	Shuvon Ray	5001 Garden Green Way, 40218
219	Ramsey Middle	485-8391
	Katie LaDuke	6409 Gellhaus Lane, 40299
081	Rangeland Elementary	485-8317
	Amanda Petters	1701 Rangeland Road, 40219
560	Rutherford Elementary	485-8320
	Kenya Natsis	301 Southland Boulevard, 40214
458	Ryan, Mary, Academy	485-7988
	Thomas Russo, Assistant Principal	3901 Atkinson Square Drive, 40218
086	Sanders Elementary	485-8322
	Alison Dahlgren	8408 Terry Road, 40258
063	Schaffner Traditional Elementary	485-8217
	Zachary Eckels	2701 Crums Lane, 40216
580	Semple Elementary	485-8324
	Danielle Randle	724 Denmark Street, 40215
073	Seneca High	485-8323
	Michael Guy	3510 Goldsmith Lane, 40220
097	Shacklette Elementary	485-8325
	Charita Kimbrough	5310 Mercury Drive, 40258
610	Shelby Academy	485-8327
	Jimica Howard	735 Ziegler Street, 40217
103	Slaughter Elementary	485-8328
	Sara Adams	3805 Fern Valley Road, 40219
087	Smyrna Elementary	485-8329
	Amanda Cooper	6401 Outer Loop, 40228
031	Southern High	485-8330
	Sariena Sampson	8620 Preston Highway, 40219
748	St. Joseph Children's Home	893-0241
	Lori Nodler, Associate Principal	2823 Frankfort Avenue, 40206
064	St. Matthews Elementary	485-8321
	Scottie Collier	601 Browns Lane, 40207
071	Stonestreet Elementary	485-8333
	Vacant	10007 Stonestreet Road, 40272
211	Stopher Elementary	485-8281
	Melissa Shearon	14417 Aiken Road, 40245
144	Stuart Academy	485-8334
	Darren Dawson	4603 Valley Station Road, 40272
078	Taylor, Zachary, Elementary	485-8336
	Analese Cravens	9620 Westport Road, 40241
104	Trunnell Elementary	485-8337
	Nicole Travis	7609 St. Andrews Church Road, 40214
016	Tully Elementary	485-8338
	Rachel Works	3300 College Drive, 40299
919	Unsel, George, Early Childhood Learning Center	485-8161
	Michelle Seadler	5216 Ilex Avenue, 40213
033	Valley High	485-8339
	Jennie Currin	10200 Dixie Highway, 40272
051	Waggener High	485-8340
	Sarah Hitchings	330 S. Hubbards Lane, 40207
034	Waller-Williams Environmental	485-8314
	Jennifer Reker	2415 Rockford Lane, 40216
072	Watterson Elementary	485-8342
	Michael Hill	3900 Breckenridge Lane, 40218
116	Wellington Elementary	485-8343
	Brandi Carney	4800 Kaufman Lane, 40216
084	Western High	485-8344
	Michael Kelly	2501 Rockford Lane, 40216
110	Western MHDOT	485-7351
	Kenneth Marshall, Associate Principal	1900 South Seventh Street, 40208
710	Western Middle School for the Arts	485-8345
	Nayasha Owens Patterson	2201 W. Main Street, 40212
916	Westport Early Childhood Center	485-6657
	Anne Staley	8800 Westport Road, 40242
077	Westport Middle	485-8346
	Jodie Zeller	8100 Westport Road, 40222
109	Wheeler Elementary	485-8349
	Penny Espinosa	5700 Cynthia Drive, 40291
067	Wilder Elementary	485-8350
	Bill Perkins	1913 Herr Lane, 40222
066	Wilkerson Elementary	485-8351
	Sara Alvey	5601 Johnsontown Road, 40272
117	Wilt Elementary	485-8353
	Ben Pinnick	6700 Price Lane, 40229
374	Young Elementary	485-8354
	Erica Lawrence	1107 S. 17th Street, 40210
940	Youth Performing Arts School (YPAS)	485-8355
	Michael Newman	1517 S. Second Street, 40208