



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

REQUEST FOR PROPOSAL

#3146

COMPETITIVE NEGOTIATION

FOR

TIME KEEPING SOFTWARE SOLUTION

PROPOSAL RETURN DATE:

FRIDAY, JANUARY 31, 2025

TIME: 3:00 P.M., E.T.

DEFINITIONS

<u>ADDENDA</u>	Written or graphic instruments issued by the contracting officer prior to the execution of the contract which modify or interpret the proposal documents by additions, deletions, clarifications or corrections.
<u>PROPOSAL</u>	A complete and properly signed document, proposing to do the work for the sum(s) stipulated therein (sent in a separate email) supported by data called for by the RFP documents.
<u>PROPOSED CONTRACT SUM</u>	The sum stated in the proposal for which the proposer offers to perform the work described in the specifications and other documents composing the RFP.
<u>OFFEROR</u>	One who submits a proposal for contract with the Board for the work described in the RFP.
<u>PROPOSING DOCUMENTS</u>	<p>Proposing documents include the Advertisement, Request For Proposals, Instructions to Proposers, Proposal Form and the Proposed Contract Documents, including any addenda prior to receipt of proposals.</p> <p>All definitions set forth in the General Conditions of the contract for services or in other contract documents and the Board's Procurement Regulations are applicable to the proposing documents.</p>
<u>RFP</u>	Request For Proposals

For the purposes of this RFP, the following terms may be used interchangeably:

Jefferson County Public Schools, JCPS, or District

School and Community Nutrition Services, SCNS, Nutrition Services, or Department

Proposer, Offeror, Contractor, Provider, or Vendor

RFP, Proposal, or Solicitation

Solution, software, app, application, or system

MODEL PROCUREMENT REGULATIONS

Model Procurement Regulations adopted by the Jefferson County Board of Education shall be deemed incorporated by reference in these specifications as though quoted fully herein. In the event of any conflict between this RFP and the Model Procurement Regulations, the Regulations shall control. A copy of these regulations may be obtained by contacting the Purchasing/Bid Department or at <https://www.jefferson.kyschools.us/sites/default/files/ModelProcurement.pdf>. It is the responsibility of the offeror to be familiar with these Regulations.

PROHIBITION AGAINST CONFLICTS OF INTEREST, GRATUITIES AND KICKBACKS”

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

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

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

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

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

“STATEMENT PURSUANT TO KRS 45A.990”

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

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

ARTICLE 1 - INVITATION

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

ARTICLE 2 - PRE-PROPOSAL QUESTIONS

- 2.1 Questions shall be submitted in writing or via e-mail to Wyatt Wynn, Director of Purchasing/Bids (purchasingbids@jefferson.kyschools.us) no later than **3:00 p.m., Friday, January 17, 2025**, and none thereafter. All questions and responses will be posted on the website where this proposal is displayed by **4:00 p.m., Friday, January 24, 2025**.

ARTICLE 3 - DATE AND TIME OF CLOSING

- 3.1 The proposals will be received until **3:00 p.m., Eastern Time, Friday, January 31, 2025**. All proposals must be received by the date and time designated in this proposal and none will be considered thereafter.
- 3.2 Any proposals received after scheduled time of opening will be returned unopened to the offeror.

ARTICLE 4 - SUBMISSION OF PROPOSALS

- 4.1 **Email Submissions Only Will Be Accepted.**

Proposals must be EMAILED on or before the RFP opening date and time to the attention of Wyatt Wynn, (Director of Purchasing), JCPS.Sealed-Bids@jefferson.kyschools.us

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

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

- 4.2 By submitting a proposal, the vendor is indicating that he/she has read, understands and agrees to all the specifications outlined in this proposal.
- 4.3 Each proposer by submission of proposal releases Jefferson County Public Schools, its Board of Education, employees and agents from any claims arising out of, or in any way related to, the RFP process and the selection of the provider.

ARTICLE 5 - QUOTATION FORMS

- 5.1 Quotations shall be submitted on the **COST SCHEDULE FORMS** attached hereto.
- 5.2 All blanks on the RFP form shall be filled in and all support data shall be furnished. (Failure to do so will subject your quotation to rejection.)
- 5.3 The **COST SCHEDULE FORM** containing prices is to be submitted by separate email from the Proposal Form. It should be emailed to JCPS.Sealed-Bids@jefferson.kyschools.us with the subject line as "Quotation."

- 5.4 The **PROPOSAL FORM** outlining the materials and services to be furnished is to be submitted by separate email from the Cost Schedule Form. It should be emailed to JCPS.Sealed-Bids@jefferson.kyschools.us with the subject line as "Proposal." **Do not include any pricing on the PROPOSAL FORM. If included this will be grounds for rejection.**
- 5.5 All prices and quotations must be in ink or typewritten. Quote unit prices in whole numbers only to the nearest cent. Fractional pricing will not be considered.
- 5.6 Both the **PROPOSAL FORM** and **COST SCHEDULE FORM** **must** be signed. Signature **must** be in ink (no pencil). No proposal can be signed after being opened. Any unsigned proposal will be rejected.

ARTICLE 6 - FAILURE TO RESPOND

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

ARTICLE 7 - AWARD OF CONTRACT

- 7.1 Upon ascertaining that the proposals received from the offerors constitute a competitive range wherein the best interests of the school system shall be served, the contract may be awarded to the best-evaluated offeror submitting a proposal after the application of any reciprocal preference for resident bidders as required by the Kentucky Model Procurement Code. If it is determined that a Data Privacy Agreement between the School Board and the offeror is needed, Board approval of the agreement is required prior to the awarding of a contract. JCPS reserves the right to reject all proposals.
- 7.2 Upon acceptance of a proposal by the School Board, the provider shall agree that service shall not be canceled without a 90-day written notification submitted to the Director of Purchasing prior to the cancellation.

ARTICLE 8 - RECIPROCAL PREFERENCE

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

ARTICLE 9 - EVALUATION CRITERIA

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

1. Total Cost of Solution	25 points
2. Functionality	20 points
3. Overall System Design and Technical Capabilities	15 points
4. Implementation & Training Plan	15 points
5. Vendor Support	15 points
6. References	10 points
TOTAL POINTS	100 points

ARTICLE 10 - CONTRACT PERIOD

- 10.1 The actual period of the contract will be from March 18, 2025 or date of Board approval (whichever is later) through June 30, 2028, with additional annual renewals at the option of both parties.
- 10.2 This contract may be extended for a period not to exceed sixty (60) days upon the mutual agreement of

both parties provided costs are in line with JCPS Model Procurement.

ARTICLE 11 - DISCUSSION OF PROPOSALS

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

ARTICLE 12 - TREATMENT OF PROPOSALS

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

ARTICLE 13 - MODIFICATION OR WITHDRAWAL OF PROPOSAL

- 13.1 All proposals shall be valid for a period of one hundred twenty (120) days from the opening date to allow for tabulation, study, negotiation, and consideration by the JCPS Board or its designee. The proposer may withdraw a proposal, without prejudice, prior to the published opening date.
- 13.2 Prior to the closing date and time designated for receipt of proposals, proposals submitted early may be modified or withdrawn only by notice to the party receiving proposals at the place and prior to the closing time designated for receipt of proposals.
- 13.3 Any modification shall be so worded as not to reveal the amount of the original proposed sum. To do so will render the modification and original proposal invalid.
- 13.4 Withdrawn proposals may be resubmitted up to the closing time designated for the receipt of proposals provided that they are then fully in conformance with these instructions to offerors.

ARTICLE 14 - INTERPRETATION OR CORRECTION OF RFP'S

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

ARTICLE 15 - ADDENDA

- 15.1 Addenda will be mailed or delivered to all who are known by the Director of Purchasing to have requested and were furnished RFP's.
- 15.2 Copies of addenda will be made available for inspection wherever RFP's are on file for that purpose.
- 15.3 No addenda will be issued later than seven (7) days prior to the date of receipt of proposals, except for postponing the date for receipt of proposals, or withdrawing the request for proposals.

- 15.4 Each offeror shall ascertain prior to submitting his proposal that he has received all addenda issued, and he shall acknowledge their receipt on the RFP form.

ARTICLE 16 - RIGHT TO REJECT

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

ARTICLE 17 - RIGHT TO WAIVE TECHNICALITIES OR IRREGULARITIES

- 17.1 The right to waive technicalities and minor irregularities in proposals shall be maintained and preserved in the case of all RFP's issued by the Board.
- 17.2 Technicalities or minor irregularities in proposals which may be waived when the Director of Purchasing determines that it will be in the Board's best interest to do so, are mere matters of form not affecting the material substance of proposal or some immaterial deviation from or variation in the precise requirements of the RFP and having none, or a trivial or negligible effect on price, quality, quantity or performance of the services being procured, the correction or waiver of which will not affect the relative standing of, or be otherwise prejudicial to other offerors. The Contracting Officer may either give an offeror an opportunity to cure any deficiency resulting from a technicality or minor irregularity in his proposal, or waive such deficiency where it is advantageous to the Board to do so.

ARTICLE 18 - CONFIDENTIAL DATA

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

ARTICLE 19 - ACCEPTANCE BY BOARD

- 19.1 If awarded the contract, the prices will then be firm for the time period indicated in ARTICLE 10.
- 19.2 All prices and quotations must be in ink or typewritten. No pencil figures will be permitted. Mistakes are to be crossed out and corrections inserted adjacent thereto and initialed by person signing quote. Also, corrections made with correction tape or fluid are to be initialed.
- 19.3 It is the intent of the Director of Purchasing to award a contract in due course and after a reasonable proposal evaluation period to the most responsive and responsible offeror(s) considering all requirements set forth in the RFP, provided the acceptable proposed sum is within budgeted funds.

19.4 The right is reserved to reject any proposal where an investigation and evaluation of the offeror's qualifications would give reasonable doubt that the offeror could perform prompt and efficient completion of the work per the contract.

ARTICLE 20 - FORM OF (CONTRACT) AGREEMENT BETWEEN BOARD AND CONTRACTOR

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

ARTICLE 21 - TABULATIONS

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

ARTICLE 22 - PRICES

Prices quoted herein are to remain firm for the period of the contract. (See ARTICLE 10.)

ARTICLE 23 - K.O.S.H.A. STANDARDS

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

ARTICLE 24 - EXCUSE FOR NON-PERFORMANCE

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

ARTICLE 25 - PENALTIES

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

ARTICLE 26 - TAXES

26.1 KENTUCKY SALES AND/OR USE TAX

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

26.2 FEDERAL EXCISE TAX

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

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

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

ARTICLE 27 - NON-DISCRIMINATION

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

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

ARTICLE 28 - UTILIZATION OF MINORITY VENDORS

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

ARTICLE 29 - SERVICES EVALUATION

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

ARTICLE 30 - REIMBURSEMENT/COSTS

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

ARTICLE 31 - DELIVERY

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

ARTICLE 32 - 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 are required to perform services on the premises of any JCPS schools during JCPS school hours, all individuals performing such services under this Contract are required to submit per KRS 160.380 to a national and state criminal history background check by the Department of Kentucky State Police and the Federal Bureau of Investigation and have a letter, provided by the individual, from the Cabinet for Health and Family Services stating no administrative finding of child abuse or neglect found through a background check of child abuse and neglect records maintained by the Cabinet for Health and Family Services.

ARTICLE 33 - DATA SECURITY AND BREACH PROTOCOLS

Vendors that are provided by Jefferson County Public Schools with access to Personal Information as defined by and in accordance with Kentucky's Personal Information Security and Breach Investigation Act, KRS 61.931, et seq. (the "Act"), or that collect and maintain Personal Information on behalf of Jefferson County Public Schools, shall secure and protect the Personal Information and shall respond to any security breach relating to the Personal Information by, without limitation, complying with all requirements applicable to nonaffiliated third parties set forth in the Act and all requirements of this Article 33.

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

- (a) An account, credit card number, or debit card number that, in combination with any required security code, 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 33. Without limitation of the foregoing, the vendor agrees to the terms set forth below.

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

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

In the event of a security breach relating to Personal Information, the vendor hereby agrees to undertake a prompt and reasonable investigation of any breach as required by KRS 61.933(1)(a)2 including all

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

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

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

<http://technology.ky.gov/ciso/Pages/InformationSecurityPolicies,StandardsandProcedures.aspx>

and that are reasonably designed to protect the Personal Information from unauthorized access, use, modification, disclosure, manipulation, or destruction.

Student Data Security

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

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

ARTICLE 34 - FINAL DISPOSITION OF JCPS DATA

The Contractor agrees, upon termination, cancellation, expiration, or other conclusion of this Contract JCPS data will be made available to JCPS in the format requested by the Board. The Contractor also agrees, that upon termination, cancellation, expiration, or other conclusion of this Contract, and after making JCPS data available to JCPS in the format requested by the Board, the Contractor shall erase, destroy, and render

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

ARTICLE 35 - TERMINATION

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

ARTICLE 36 - ACCESS TO RECORDS

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

ARTICLE 37 - PENALTY

The designated supplier(s) reciprocally agrees to provide total requirements as listed herein, thereby minimizing occurrences when JCPS 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.

Successful bidders must have a proven (or believable) record of service, particularly with respect to delivering all items on a regularly scheduled basis, at bid 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 JCPS.

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

ARTICLE 38 - CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

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

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

ARTICLE 39 - 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.

ARTICLE 40-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.

ARTICLE 41- COST REIMBURSABLE CONTRACTS

The following conditions apply to cost reimbursable contracts:

- Allowable costs will be paid from the nonprofit school food service account to the contractor net of all discounts, rebates and other applicable credits accruing to or received by the contractor or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the school food authority;
- The contractor must separately identify for each cost submitted for payment to the school food authority the amount of that cost that is allowable (can be paid from the nonprofit school food service account) and the amount that is unallowable (cannot be paid from the nonprofit school food service account);
- The contractor must exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification;
- The contractor's determination of its allowable costs must be made in compliance with the applicable Departmental and Program regulations and Office of Management and Budget cost circulars;
- The contractor must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the school food authority for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. If approved by the State agency, the school food authority may permit the contractor to report this information on a less frequent basis than monthly, but no less frequently than annually;
- The contractor must identify the method by which it will report discounts, rebates and other applicable credits allocable to the contract that are not reported prior to conclusion of the contract; and
- The Contractor must maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation upon request to the school food authority, the State agency, or the Department.

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

CONTRACT FOR 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.

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**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, DISSAPPROVAL, 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) _____



Required Clauses for Federal Contracts

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 1-13 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.

Revised 10/21/2021

INTRODUCTION

Purpose: The purpose of this Request for Proposal (RFP) is to solicit proposals from qualified software/app firms to provide the School District of Jefferson County Public Schools (referenced in this document as JCPS or the “District”) with an off the shelf cloud-based system for time management. The District is seeking an interested company that can provide solutions to address current and future time keeping and reporting needs. We envision this system to be customizable, user friendly and use the latest technology and task automation available.

We envision this system to have distinct “User”, “Manager”, “Area Supervisor” and “Administrator” capabilities. Generally, “User” functions include clock in/out activities, and access to employee hours worked to date, schedule, etc.. Manager and Area Supervisor activities to include functionality needed to manage and report employee time and leave and produce reports as needed with access and activity limitations set on location or regions specified. “Administrators” would maintain higher level functionalities for set-up, defaults, pushing out time, etc..

The District expects the contractor to provide white glove set-up service with the District providing the data and the vendor entering/importing the data and performing set-up service. The vendor shall turn the program over ready to launch.

The District requests both turnkey and “train the trainer” solutions. The contractor may be required to provide a turnkey solution for the system at some sites, with the remaining installations performed by District personnel. A turnkey solution for the contractor includes all materials, labor, supplies, hosting equipment, travel, etc. required to provide the system to the District, which includes installation, testing, training, support, and all other services related to ensuring the successful operation of the system for duration of the contract.

BACKGROUND

JCPS is a large urban school district with 168 schools, 17,000+ employees, 96,000+ students. Initial procurement for the School & Community Nutrition Services department (Approximately 1,000 employees and substitute personnel, 146 cafeterias, Central Office and Nutrition Service Center), Materials Production (approximately 35 employees at Materials Production and Call Center locations), and Finance (Approximately 63 employees at 3 locations) with the ability to purchase additional pro-rated licenses. Additional District Departments may utilize the RFP Award to procure time keeping software for their department if desired.

ANTICIPATED PROPOSAL TIMELINE:

<i>Selection Process Step</i>	<i>Date(s)</i>
Release and Issuance of the Request for Proposal (RFP)	January 10, 2025
Pre-Proposal Vendor Questions Due	January 17, 2025
Pre-Proposal Vendor Question Responses Published	January 24, 2025
Proposals Due	January 31, 2025
Initial Evaluation	By February 14, 2025
Final Vendor Selection for Recommendation to Board	By February 27, 2025
Board Approval Presentation	By March 18, 2025

ANTICIPATED IMPLEMENTATION TIMELINE:

Vendor shall provide a timeline for the implementation of the system they propose. The District desires to implement the new system in a phased approach, starting with central office, Nutrition Service Center and Summer Feeding by July 1, 2025 completing all school sites by August 1, 2025.

<i>Implementation Process Step</i>	<i>Date(s)</i>
Central Office Installation & Administration Training	Week of May 6, 2025
Phase I Installation & Training (Central Office, Nutrition Service Center and Summer Feeding at Select School Sites)	Week of June 16, 2025
Go Live for Central Office, Nutrition Service Center and Summer Feeding at Select School Sites	July 1, 2025
School Site Training	Week of August 4, 2025
School Site Go-Live (Mgr Back Office)	Week of August 4, 2025
Implementation Review	Week of September 8, 2025

TIMING:

Time is of the essence. It is understood that time is of the essence in this contract and that the Vendor will be required to perform the work within the allowable time set forth as mutually agreed upon. The District and the Vendor shall agree mutually on any changes in either the schedule or the rate of performance of the work which might favorably or adversely affect such schedule. Vendor shall clearly acknowledge if the District's installation requirements are acceptable. If these procedures are not acceptable, Vendor must offer an alternative solution and provide separately the costs involved. The District requires weekly progress meetings to ensure a successful rollout.

JCPS reserves the right to award a contract with a reduced scope of functions and services as well as adjust the number of school campuses or departments as deemed appropriate and in the best interest of the District.

All documents in this request for proposal package will be deemed incorporated by reference in final contract for service rendered.

HOSTING AND SET-UP:

The vendor is expected to configure, host and maintain the cloud server, populate data, configure, and set-up the District's database and settings for the new system.

AVAILABILITY:

The system is expected to have high availability for all bandwidth types. This system shall be dependent upon and depended upon by multiple systems and end users, and changes to the existing configuration must be properly coordinated and communicated.

OUTAGES:

For any planned system outages, the Vendor shall coordinate this with the District. The planning shall include appropriate notification with the estimated timeline of system unavailability. With any unplanned system outages the Vendor shall coordinate their activities with the District and the hosting agency to determine the root cause and direct efforts to return the system to full operational capacity.

NEW SOFTWARE RELEASES:

New software versions will not be released to end users until tested and approved by the District. The Vendor shall provide the proposed software release to the District for acceptance/regression testing. The Vendor shall support such testing as required by the District.

VENDOR RESPONSE SECTION

EVALUATION QUESTIONNAIRE CRITERIA

Vendors responding to this RFP must describe each affirmative response in a document titled Vendor Response Section and be willing to demonstrate that their firm's solution can perform the functions desired.

Duplicating, replicating or generating standard reports that contain all the data reports will enhance the RFP Selection Committee's ability to effectively evaluate the Vendor's capabilities.

Vendors responding to this RFP must answer each question on the following Evaluation Questionnaire and Interrogatories. The vendor's response to the questions will be used as a basis for evaluation of the vendor's system.

Answer all questionnaire items using the following Vendor Response Code:

- A. Included in the system and currently in use at a school district
- B. Planned for Future Development
- C. Custom Work at an Additional Cost
- D. Feature Not Available

Any blanks will be considered as Feature Not Available.

EVALUATION QUESTIONNAIRE FORM

PROPOSAL NO. 3146

Please indicate below if Solution proposed satisfies each requirement and desired capability. Any blank rows will be considered answered as “No”.

General

	A	B	C	D
1. Vendor shall host and maintain the cloud-based system hardware and software including automatic updates.				
2. Solution shall be ADA compliant.				
3. Solution shall provide efficient methods for Administrator to manage system settings, configuration, troubleshooting and reporting.				
4. Solution shall support SLAs. (System down time, recovery time)				
5. Vendor shall provide a support portal/ticketing system.				
6. Solution shall have the ability to provide exports of data in multiple formats.				
7. Solution shall support automated reports, imports and exports of data without user initiation or computer commands required.				
8. Solution shall not require entry or storage of employee Social Security Numbers.				
9. Solution shall provide multiple levels of Administrative/Manager roles and permissions regarding time entry, leave entry, edits, reporting, overrides, set-up, etc..				
10. Solution must meet security compliance, policies and regulations of JCPS IT and legal requirements.				
11. Solution should incorporate Single Sign On (SSO) with the JCPS infrastructure including synchronization with our Active Directory for employees.				
12. Solution shall support multiple common operating systems.				
13. Solution should be mobile friendly.				
14. Solution should, in the event of a network or server outage, allow District equipment to capture and store clock in and out and upload upon reconnection.				
15. Solution should support multiple languages including US English and Spanish.				
16. Solution should provide a user dashboard to display graphical metrics and summative key information at a glance.				
17. Solution supports menu-driven browser-like features, easy to use menus and rapid navigation options to enhance ease of use with no computer commands necessary.				
18. Solution should have the ability to confirm exit upon leaving the program.				
19. Solution shall have the capability to back-up, archive and restore data abilities.				
20. Vendor must maintain and make available back-ups for 5 years plus the current school year.				
21. Proposer’s solution must offer a technical environment that is robust, highly available, scalable, trendy, cost effective to support, secure, highly responsive, flexible in configuration, easy to maintain, enhance, and upgrade, and one that provides the information and analysis tools to support the staff in fulfilling the mission and goals of the District.				
22. Proposer’s solution must have the capability to provide unattended real-time or daily transfer of data between each module and site type without interrupting or interfering with school POS operation.				

Integration:

	A	B	C	D
1. Solution shall receive and apply automated data export file from MUNIS to automatically add new, update existing and inactivate terminated employees. Changes to existing employees to include name, location, job code, job position, location, pay rate, home address, phone number, active/inactive status and certification updates (if applicable).				

2.	Vendor shall work with District to create MUNIS export file and upload process.				
3.	Solution shall have the ability to accept and apply manual entry and overrides including MUNIS-imported school location, position, wage, etc..				
4.	Solution shall have the ability to export time and leave/absence data for employees and substitutes to both designated District program for payroll reporting and common Microsoft and Google apps for Department labor reporting.				
5.	Solution should have the ability to lock/unlock override entries to prevent overrides from being written over with future imports.				
6.	Solution should have the ability to export data as a scheduled job not requiring a manual run.				
7.	Vendor's solution must allow software modifications and updates to be accomplished centrally without an onsite visit to locations.				
8.	Proposer's solution must be designed to compile data into a single universal database easily accessed for reporting, analysis, importing, and exporting without custom programming.				
9.	Proposer's solution should allow for scheduling tasks for automated backup of data with a report indicating success or failure.				

Implementation & Training:

A B C D

1.	Vendor shall provide implementation support with a dedicated project manager.				
2.	Vendor shall provide white glove implementation and set-up. Data to be provided by District; Data entry and set-up to be completed by Vendor.				
3.	Vendor shall provide easy training and set up of new system with training materials, including online tutorials or videos.				
4.	Vendor shall work with District to define and set-up data imports, exports, scheduled jobs and custom reports needed by Department.				
5.	Vendor has electronic training program to learn all modules of program.				

Functionalities:

A B C D

1.	Solution shall allow for employees to clock in and out at District locations.				
2.	Solution shall capture and report the District location and computer name where clock in/out occurred.				
3.	Solution shall allow site-based manager, regional supervisor and central office administrator to enter leave days/time for employees they are authorized.				
4.	Solution shall allow site-based manager, regional supervisor or central office administrator to view clock in/out activity and leave days/time entry for employees they are authorized.				
5.	Solution shall have the ability to create and apply templates for employee setup.				
6.	Solution shall have the ability to create and customize work calendars for different role groups (260 day, 220 day, Full Time, Part Time, Holidays, Teacher Conf. Days, PD Days, etc.) with different contracted hours and days.				
7.	Solution shall support customized rounding rules; ability to specify rounding rules based on job code, job title, department, location or role group.				
8.	Solution shall support various methods of establishing work weeks, overtime rules and overtime rates.				
9.	Solution shall allow Administrator to establish department-specific regions in order to group, allow access, restrict access and report data.				
10.	Solution shall have the ability to keep department employees and substitutes separate.				
11.	Solution shall support multiple job codes, leave codes and departments for employees and have the ability to formulate hierarchy to apply overtime hours.				
12.	Solution shall support multiple employee group contracts/union agreements.				
13.	Solution shall have the flexibility to establish automatic deduction of meal break or clock in/out requirement of meal break based on role group template and time worked.				
14.	Solution shall have the ability to support shift differentials, stipends and interim pay in wage calculations.				
15.	Solution shall have the ability to apply and retroactively apply pay rate changes.				

16. Solution shall have the ability for authorized users to edit entries (with actions automatically logged, detailed notes required and reportable).				
17. Solution shall provide for automatic time entries for specific job codes (ex: bank drops) without clock out requirement.				
18. Solution shall provide efficient methods for Administrators to input and update data, push out time, events, school cancellations.				
19. Solution shall have the ability to mark employees as paused (off on Workers Compensation, Medical Leave, Child Rearing Leave, etc.) to prevent unauthorized clock-in without HR release.				
20. Solution shall have the ability for Administrators to push out training hours for large groups by job code, location, region, etc. without requiring individual clock in/out.				
21. Ability to prevent employees on pause from receiving time pushed out to groups.				
22. Ability to enter leave days (medical leave, workers comp, dock days, etc) for an employee on pause.				
23. Solution shall support multiple leave day types and duration (full and half leave days based on contract hours), determine if leave days are paid or unpaid, and establish if leave time calculates to incur Overtime.				
24. Solution should provide an employee portal to view contract hours/schedule, worked hours recorded and leave time recorded with total hours worked week and pay period to date.				
25. Solution should provide a method for employees and management to approve time sheets for work weeks or pay periods.				
26. Solution should automatically log all actions including manual entries, segment edits and deletions; System shall require notes entered (minimum characters) for all edits, changes, manual entries and deletions.				
27. Solution should provide minimum time entries for specific circumstances (ex: called in on a holiday, after hours service call, etc. where a minimum time paid is required by contract).				
28. Solution should automatically adjust calendars and schedules when school is canceled.				
29. Ability for employees to clock in/out by proximity.				
30. Ability to hide employees from view, reports and calculations if they are no longer employed.				
31. Ability for real time updates to wage rate, position, defaults, etc. for purposes of data/calculations/reports.				
32. Ability for Administrator to select a future effective date for updates to wage rate, position, defaults, etc. for purposes of data/calculations/reports.				
33. Ability for Administrator to select a past effective date for retroactive updates to wage rate, position, defaults, etc. for purposes of data/calculations/reports.				
34. Ability to establish default pay rate for an employee to automatically be applied to any job code.				
35. Ability to establish different pay rates for different job codes for an employee.				
36. Ability to establish if different leave days are paid vs. unpaid.				
37. Solution shall have the ability to provide changes and enhancements for State, Federal and Union Agreement requirements at no charge.				

Implementation and Training:

A B C D

1. Solution shall provide user friendly reports for data to be pulled over multiple years, with the ability to customize or make own reports via a user friendly custom report builder. These reports should be able to be saved in a format that allows the data to be sorted and desegregated as needed.				
2. Solution shall allow report formats for time in decimal or hours:minutes.				
3. Solution shall contain settings to automatically group employees for reporting, access, templates, etc. based on job description, job code, location, region, etc.				
4. Solution shall provide filters for reports to run with specific date ranges, Regions, Locations, Job Codes, etc.				
5. Solution should have the ability to schedule specific reports to automatically run and be emailed to specific recipients and ability to save to specified destination.				
6. Solution should have detailed audit capabilities/logs via reports (record changes, manual entries, deletions, etc.).				

7. Solution should provide Administrator capability of setting up and pushing out report templates (defaults) for Department users.				
8. Provider's solution must provide sufficient training to District personnel so that support can be provided to users on the features and functionality of the system.				

Specific Reports Needed Include But Not Limited To (Submit Samples):

	A	B	C	D
1. Payroll Reporting Report clearly listing dates, hours worked by day, job code and any variance from the employee's contracted days/hours				
2. Absence Report detailing employees contracted/scheduled to work but not clocked in				
3. Missed punches – Employees who have clocked in twice with no clock out and vice versa				
4. Location Report detailing building or computer clock in/out was recorded				
5. Actual vs Rounded time clock in/out report				
6. Specific job code report				
7. Specific Leave code report				
8. Consolidated report detailing employee's registered job codes, # days and time registered for each				
9. Location rosters – listing of employee detail data for specified location(s)				
10. Location Schedules – listing of employees with name, title and scheduled start and end work times				
11. The ability to customize reports based on many different filters (Name, Job Title, School Location, Email Address, Employee ID, Vacancy, Date, just to name a few.				
12. Audit Report detailing time segments deleted, manually entered and edited including original data, user logged in, date and time.				
13. Quick Glance – see who is clocked in				
14. Over contract hours / overtime report				
15. Labor Cost Report (Hours * Wages by Location, Region, Job Code, Department)				
16. Ability to include Fringe Benefits Cost in Labor Cost				
17. Trend Reports across pay periods, months, years				
18. Ability to include both paid and unpaid leave on payroll reports.				
19. Ability to separate or split different job codes on payroll reports.				
20. Solution allows for central office to push custom-built reports down to school sites as default templates.				
38. Solution provides a custom report writer module that enables users to custom design reports of their design to obtain data.				

Support:

	A	B	C	D
1. Proposer must supply District with a single point of contact for help desk issues.				
2. Proposer's solution should provide a tiered support system including Level-1 (Remote/Phone/Chat) support along with escalation to Level-2 (System/Expert Level) and Level-3 (Onsite) support				

Equipment Compatibility:

	A	B	C	D
1. Solution shall be able to support commercially available hardware (biometric - future upgrade), badge reader{Technology behind the cards: Mifare plus and Mifare Desfire capable cards; Manufacturer: Gallagher Card reader models in use: T11 multi tech as well as T20 multi tech terminals with touchscreen and touchpad}).				
2. Solution should include compatibility with biometric clock in and out				
3. Solution should include compatibility with badge in/out with picture of employee to avoid "buddy punching".				
4. Proposer's solution must provide for the District to acquire equipment, hardware and services from other sources when deemed to be in the District's best interest. The District prefers to purchase any third-party hardware required directly from the source, if possible and practical. Vendor must provide the minimum and recommended technical specifications for all hardware required.				

EVALUATION INTERROGATORIES

PROPOSAL NO. 3146

- A. If your solution is not fully capable of supporting any of the items identified in this RFP, please properly reference them here.
- B. Provide all information regarding your solution which is considered as a differentiator when compared to competitor products.
- C. Given the diverse user population, and since many functions will only be used periodically, usability (i.e., ease and efficiency of use) is essential. Explain and provide screenshots of your solution's user interface with easy-to-use menus and rapid navigation options.
- D. Does the solution support document imaging and attaching/associating images (such as photos, scanned documents, leave request forms)?
- E. Describe how your solution provides system alerts when synchronization, back-ups, imports, and exports fail or are incomplete and incidents of unresolved issues.
- F. Describe the Vendor's approach to ensuring system availability to the District in the event of the Vendor's dissolution (bankruptcy, etc.). Include a detailed description of measures to ensure system availability and signed documentation with any contracted Vendors that agree to host the system upon the Vendor's dissolution.
- G. Describe any features that enable users to utilize a personal handheld device such as a cell phone, tablet, etc. to clock in/out or view information.
- H. Explain how your online dashboard displays information regarding all aspects of the solution's data. Provide sample screenshots.
- I. Provide the most current version of software released (example: Version 9.4). Provide the number of versions of this software that have been delivered. Please provide release notes for your current release and one release prior.
- J. Provide the version of the software identified for the purpose of this RFP.
- K. Describe your recommended deployment option for the District. Clearly differentiate between the District and the Vendor's responsibilities.
- L. Provide a list of minimal and recommended hardware and software (including third-party software) requirements for each area including room for growth in employees, locations, technical demands, and increasing accountability requirements.
- M. What are the sizes of the largest school districts utilizing your proposed time keeping software.?
- N. Identify which browser and version your web based solution is optimized for?
- O. A large number of users are simultaneously clocking in and out and running reports on a typical day. Explain how your solution can accomplish this without adversely affecting bandwidth and slowing down the network.
- P. Explain your data back-up, archive and restore methods by module, school site, or for the entire system. Include options (incremental, etc.).
- Q. Describe any limits to the number of back-ups that can be maintained or the time span that they may cover.
- R. Describe the firm's disaster recovery process, including tasks that are performed and tasks that district staff would perform and the Vendor's timeline for recovery. Describe how the system recovers from a system failure (i.e. central server faults).
- S. Describe how the solution shall support log archiving and reporting.
- T. Security shall be engineered into the system. Data security should be planned and architected into the system. The system as a whole shall be capable of resisting a concerted system compromise effort from both internal and external threats. Describe the security features incorporated into the proposed solution.
- U. Describe how the Vendor's system supports aggregating permissions/rights into security groups or roles.

- V. Describe the Vendor's experience integrating the system and exchanging data with multiple external and JCPS systems, including MUNIS and other District payroll programs.
- W. Provide a synopsis of your firm's customer support system.
- X. Describe any quick access support features such as Frequently Asked Questions and Activity Tutorials for users.
- Y. Define system "down time" associated with periodic changes for school districts (semesters, quarters, summer school, etc).
- Z. The training or knowledge transfer plan should identify the types of training activities broken down by classes of users (employees, managers, area supervisors, administrators), internal trainers and Level 1 and Level 2 support staff and expected durations and modalities (e.g., classroom, onsite coaching, self-paced, etc.). Include any onsite and train-the-trainer elements.
- AA. Identify your solutions that focus on management reporting for labor analytics.
- BB. List and describe any tasks that can be automated and scheduled. i.e., various imports and exports, bundled reports, emailed reports.
- CC. Please provide an implementation plan and timeline.

Scoring Expectations:

The following discusses our expectations regarding the selection criteria and Committee scoring process in accordance with Article 9. These expectations are provided to assist you in your response to the RFP. While using the scoring process described in Article 9, the Committee may elect to adjust any and all expectations within each of the scoring categories below as part of its proposal evaluation process.

1. Total Cost of Solution – Total 25 points

- All-inclusive cost to implement and migrate the application and utilize for the duration of the contract.

2. Functionality - Total 20 points

- Specification Response Form & Interrogatories (may require demo/proof of concept).

3. Overall System Design and Technical Capabilities – Total 15 points

- System technology, abilities, security and limitations to be examined. Demonstrate previous examples of actual implementations with similar or larger clients preferably in the educational space.
- Specification Response Form & Interrogatories (may require demo/proof of concept).

4. Implementation and Training Plan – Total 15 points

- JCPS is looking for detailed implementation plan that outlines methodology, timeline, and resource allocation.

5. Vendor Support – Total 15 points

- Training, post-production support, and warranty considerations as outlined in the specifications are expected to be included in the pricing above and not separate.

6. References – Total 10 points

- Proposal should provide a minimum of 3 verifiable references from similar or larger clients, preferably in the educational space.

Required Clauses for Federal Contracts

RFP #3146

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

CERTIFICATE OF INSURANCE REQUIREMENT

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:
 31

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 <mailto:jill.sanford@jefferson.kyschools.us>

DIGITAL RESOURCE REVIEW REQUIREMENT

If your solution has any digital component OR collects data protected by FERPA (Family Educational Rights and Privacy Act) as part of the service or product implementation, the Board of Education will likely require a Data Privacy Agreement (DPA) prior to a contract award and subsequent usage.

Any proposal selected in the RFP process will be considered provisional until that solution successfully completes the JCPS Digital Resource Review process and a DPA is in place. Additionally, a data privacy agreement is needed before any data collaboration begins.

Specifically, a DPA will be required for:

- ANY system that may collect data to tie accounts to individuals, such as any system or portal that requires a login for staff or students (even if that information is only an email address) as well as for
- ANY system that collects educational records.

If a DPA is required, the Individual/Vendor/Organization may initiate the application by sending an email to digitalreviews@jefferson.kyschools.us. Include the RFP # in the subject line and/or body of the email.

If a DPA is required, cyber liability insurance and a minimum standard of cybersecurity protection is expected. Note that the Cyber Liability Insurance is in addition to the “Certificate of Insurance” referenced in this bid package.

To demonstrate cybersecurity measures, any company entering an agreement with JCPS will need a SOC II or ISO 27001 certification and be willing to provide that as part of the Digital Resource Review process. If neither documentation is available, a passing score on the JCPS Cybersecurity Risk Evaluation must be obtained (and is included in the Vendor Application).

If your solution requires a DPA and you do not believe your solution can successfully complete the JCPS Digital Resource Review process, please do not submit a proposal as we cannot move forward without a DPA.

Revised 1/6/2025

PROPOSAL FORM

COMPETITIVE NEGOTIATION FOR TIME KEEPING SOFTWARE SOLUTION

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

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

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

THIS PROPOSAL SUBMITTED BY:

*(Signature of Proposer)

(Name of Proposer - Print Legibly)

(Email Address of Proposer)

(Address of Proposer)

Date _____ Telephone _____

Area Code _____

(Name of Company)

NOTE: A facsimile signature must be initialed in ink.

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

RESPONSES

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

Provide the following documentation:

1. Submit documentation providing the detailed design, descriptive literature, and specifications of your proposal.
2. Provide an implementation timeline.
3. Provide three (3) references. These references must be CURRENT customers of Proposer's solution, preferably large districts in the public school sector. Provide name of company, address, contact name, and phone number and active dates for all references.
4. Complete responses on Evaluation Questionnaire Form.
5. Complete answers on Evaluation Interrogatories.

VENDOR CHECKLIST

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

SUBMIT IN ADVANCE:

_____ Pre-Proposal Questions (Page 5)

SUBMIT VIA EMAIL to JCPS.Sealed-Bids@jefferson.kyschools.us with the subject line as “Proposal”. Do not include any pricing on the PROPOSAL FORM.

- _____ Certificate of Insurance Requirement (Page 32)
- _____ Proposal Form (Page 34)
- _____ Responses (Page 35)
- _____ Completed Vendor Checklist (Page 36)
- _____ Resident Bidder Status Affidavit – if applicable (Page 37)
- _____ Required Vendor Information (Page 38)
- _____ Vendor Representative Form (page 39)
- _____ Verification of Business Status Form (page 40)
- _____ Certification Regarding Lobbying (page 41)
- _____ Vendor References (page 42)
- _____ Evaluation Questionnaire Form (Page 23-26)
- _____ Evaluation Interrogatories (Page 27-28)
- _____ Current W-9 form

SUBMIT VIA EMAIL to JCPS.Sealed-Bids@jefferson.kyschools.us with the subject line as “Quotation”.

- _____ Cost Schedule Cover Form (Page 43)
- _____ Cost Schedule Form with Pricing (Page 44)

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

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

If not claiming Kentucky residency status, sign here: _____

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: _____

REQUIRED VENDOR INFORMATION

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

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

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. _____

3. Provide your company's complete **PURCHASE ORDER EMAILING ADDRESS**.

4. 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. _____

5. Provide a completed current W-9 Form with your response. Vendor name is **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 Request for Proposal.

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

VENDOR REPRESENTATIVE FORM

PROPOSAL NO. 3146

Please complete this form and submit with your proposal. Failure to submit the Vendor Representative Form with your response MAY subject your bid to rejection.

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

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

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

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

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

Name of Company: _____

Street Address: _____

City: _____ Zip Code: _____

Signature: _____

Printed Name: _____

Official Title: _____

Phone Number: _____ e-mail: _____

Revised 2/28/2019

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.

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

COMPETITIVE NEGOTIATION FOR TIME KEEPING SOFTWARE SOLUTION

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

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

THE **COST SCHEDULE FORMS** ARE TO BE SUBMITTED AS A QUOTATION.

THIS PROPOSAL SUBMITTED BY:

*(Signature of Proposer)

(Name of Proposer - Print Legibly)

(Address of Proposer)

Date _____ Telephone _____

Area Code _____

(Name of Company)

NOTE: A facsimile signature must be initialed in ink.

The Proposer hereby acknowledges receipt of the following addenda:

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

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

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

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

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

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

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

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

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

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

PROJECT: **Time Keeping Software Solution**

RESPONDANT: _____

Cost of Software/App: \$ _____

Cost of Installation, Set-Up and Training: \$ _____

Includes: _____

Excludes: _____

Total Cost for Set-Up, Training and Installation of Software 1st Year: \$ _____

Ongoing Costs (including Service, Upgrades & Maintenance) Years 2-3: \$ _____

Total 3-Year Cost: \$ _____

Cost per additional user per year (department growth): \$ _____

Software Product License: Please attach your license agreement to the proposal.

Training Costs: Identify and describe training costs to include the costs of materials, on-site training sessions, webinars or other remote training sessions, and train-the-trainer sessions.

Other Costs: Identify any other costs or fees not included in the above pricing.