

-- INVITATION TO BID --

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

SCHOOL WEBSITE VIDEOS

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

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

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

PERIOD OF CONTRACT: The period of the contract will be from September 27, 2016 or date of Board approval (whichever is later) through December 31, 2017 , with a one-year renewal at the option of both parties.

TIME OF BID OPENING:

Bids will be opened at 3:00 p.m., Eastern Time, Tuesday, September 13 2016.

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

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

LOCATION OF BID OPENING:

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

PROHIBITION AGAINST CONFLICTS OF INTEREST, GRATUITIES AND KICKBACKS”

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

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

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

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

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

“STATEMENT PURSUANT TO KRS 45A.990”

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

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

GENERAL BID INSTRUCTIONS AND CONDITIONS
(PLEASE READ CAREFULLY)

A. MODEL PROCUREMENT REGULATIONS

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

B. ACCEPTANCE OF BIDS

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

C. BID DOCUMENTS

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

D. TELEGRAPHIC OR FACSIMILE BIDS

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

E. AWARDING OF CONTRACT

Please refer to the Special Conditions. Sample of contact is located at <https://www.jefferson.kyschools.us/about/business/bid-opportunities>.

F. ASSIGNMENT OF CONTRACT

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

G. PURCHASES BY OTHER GOVERNMENT ENTITIES

Any government entity in Kentucky shall have the option of making purchases from a contract executed under this bid. JCPS will not be responsible in any way for purchases made by another government entity under a contract resulting from this bid.

H. RECIPROCAL PREFERENCE

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

I. SPECIFICATIONS

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

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

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

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

J. PERFORMANCE BOND

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

K. EXCUSE FOR NON-PERFORMANCE

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

L. PENALTIES

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

M. TAXES

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

N. PRODUCT EVALUATION

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

O. BRAND NAMES

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

P. NON-DISCRIMINATION

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

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

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

Q. DELIVERY

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

All costs for delivery, including drayage and freight, and for the packaging of said articles are to be borne by the bidder, and must be included in your bid prices. Awarded contractors may not add fuel surcharges or other similar charges to bid prices or invoice.

All items are to be shipped inside delivery for school locations. Items designated for warehouse only may be tailgate delivery.

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

R. BIDS

(1) Businesses that fail to submit bids on two (2) consecutive procurements of similar items may be removed from the applicable bidder mailing list.

(2) Tabulations will be made by the Purchasing/Bid Department and each qualified bidder will be mailed a formal tabulation after the Board of Education has taken official action. Bidders are requested not to call the Purchasing/Bid Department for a tabulation of the bids.

(3) Any bids received after scheduled time of opening will be returned unopened to the bidder.

(4) Each bid must be in a separate sealed envelope with bid number, date, time, and name of bidder appearing in the top left hand corner of the envelope.

(5) No bid can be corrected or altered or signed after being opened. Signature must be in ink (no pencil). The Board of Education will not be responsible for errors or omissions on the part of bidders in making up their bids. Any bids received unsigned will be rejected.

(6) All regular bids must be submitted in accordance with specifications on the bid form supplied with this invitation. The submission of a bid on the bid form certifies that the products/services meet any and all specifications, except as noted on such form.

(7) Any questions relative to this bid shall be submitted in writing or via email to Ken Popplewell, Director of Purchasing/Bids (purchasingbids@jefferson.kyschools.us).

S. INTERPRETATION OR CORRECTION

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

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

T. PRICES AND/OR PERCENTAGES OF DISCOUNT

(1) All prices and/or percentages of discounts quoted by the various bidders must be firm for the time period indicated under "Period of Contract".

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

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

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

V. OR EQUAL CLAUSE

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

W. DESCRIPTIVE LITERATURE AND/OR MANUFACTURER'S SPECIFICATIONS

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

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

X. SAMPLES

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

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

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

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

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

Y. SUBMITTALS

Submittals may be required as part of the bid. Follow directions as listed in the Special Conditions. Submittals (referencing BID NAME and BID NUMBER) may be mailed, faxed or submitted with your bid, PRIOR to the bid opening date and time, directly to the Purchasing/Bid Department, C. B. Young, Jr., Service Center, 3001 Crittenden Dr., Room 164, Louisville, Kentucky 40209.

Failure to furnish submittals may subject your bid to rejection.

Z. SMOKE-FREE SCHOOL DISTRICT

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

AA. DATA SECURITY AND BREACH PROTOCOLS

Vendors that are provided by Jefferson County Public Schools with access to Personal Information as defined by and in accordance with Kentucky's Personal Information Security and Breach Investigation Act, KRS 61.931, et seq. (the "Act"), or that collect and maintain Personal Information on behalf of Jefferson County Public Schools, shall secure and protect the Personal Information and shall respond to any security breach relating to the Personal Information by, without limitation, complying with all requirements applicable to nonaffiliated third parties set forth in the Act and all requirements of this Article 34.

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

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

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

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

The vendor hereby agrees to cooperate with the Jefferson County Public Schools and the Commonwealth in complying with the response, mitigation, correction, investigation, and notification requirements of the Act and this Article 34. Without limitation of the foregoing, the vendor agrees to the terms set forth below.

The vendor shall notify as soon as possible, but within seventy-two (72) hours, the Jefferson County Public Schools of a determination of or knowledge of a security breach relating to the Personal Information in the possession of the

vendor, unless the exception set forth in KRS 61.932(2)(b)2 applies and the vendor abides by the requirements set forth in that exception. Notice shall be sent to the Jefferson County Public Schools Chief Business 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 Business Officer, Director of Information Technology and Manager of Payroll and Cash Management of any known reasonably believed instances of missing data, data that has been inappropriately shared, or data taken off site.

The vendor hereby agrees that the Jefferson County Public Schools may withhold payment(s) owed to the vendor for any violation of the Act or this Article 34.

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

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

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

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

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

Student Data Security

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

- The vendor shall not process student data for any purpose other than providing, improving, developing, or maintaining the integrity of its cloud computing services, unless the vendor receives express permission from the student's parent. The vendor shall work with the student's school and district to determine the best method of collecting parental permission. KRS 365.734 defines "process" and "student data".

- With a written agreement for educational research, the vendor may assist Jefferson County Public Schools to conduct educational research as permitted by the Family Education Rights and Privacy Act of 1974, as amended, 20 U.S.C. sec.1232g.
- Pursuant to KRS 365.734, the vendor shall not in any case process student data to advertise or facilitate advertising or to create or correct an individual or household profile for any advertisement purposes.
- Pursuant to KRS 365.734, the vendor shall not sell, disclose, or otherwise process student data for any commercial purpose.
- Pursuant to KRS 365.734, the vendor shall certify in writing to the Jefferson County Public Schools that it will comply with KRS 365.734(2).

BB. 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.

REQUIRED VENDOR INFORMATION

BID ID #7317

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

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

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

3. Please state the number of days that guaranteed delivery can be made from receipt of Purchase Order. _____
4. Provide a completed current W9 Form with your response.

NOTES:

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

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

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

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

BID ID #7317

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

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

FOR BIDS AND CONTRACTS IN GENERAL:

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

1. Is authorized to transact business in the Commonwealth;
2. Has for one year prior to and through the date of advertisement
 - a. Filed Kentucky corporate income taxes;
 - b. Made payments to the Kentucky unemployment insurance fund established in KRS 341.49; and
 - c. Maintained a Kentucky workers' compensation policy in effect.

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

Signature	Printed Name
Title	Date
Company Name	
Address	
Subscribed and sworn to before me by	
	(Affiant)
	(Title)
of _____	this _____ day of _____, 20____.
(Company Name)	

Notary Public	
[seal of notary]	My commission expires: _____

CERTIFICATE OF INSURANCE REQUIREMENT

BID ID #7317

Failure to submit the certificate of insurance with your response **MAY** subject your bid to rejection. The contractor shall furnish a certificate of insurance in accordance with the requirements set forth below. The contractor agrees that required insurance shall not be cancelled or allowed to lapse during the term of any awarded contract without prior written notification to Jefferson County Public School. **The certificate of insurance shall name the Board of Education of Jefferson County as additional insured in the Description of Operations section of the Certificate of Insurance which shall read:**

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

INSURANCE REQUIREMENTS:

CONTRACTOR'S LIABILITY INSURANCE:

The insurance required shall be written for not less than the following limits or greater if required by law:

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

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

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

4. Automobile Liability: (Commercial Vehicles)
 - a. Bodily Injury (Combined single limit) \$ 20,000.00
 - b. Property Damage (Combined single limit) \$1,000,000.00
 - c. Commercial Buses \$10,000,000.00

5. Professional Liability (for architectural or construction management services)
 - Per occurrence \$1,000,000.00
 - Annual aggregate \$2,000,000.00

6. Cyber Insurance: (If contractual requirement exists.) \$5,000,000.00

SPECIAL CONDITIONS

AWARDING OF CONTRACT(S):

Contract(s) may be awarded to the best evaluated responsible bidder(s), after the application of any reciprocal preference for resident bidders as required by the Kentucky Model Procurement Code, meeting all specifications, all conditions and all other provisions of this invitation to bid. Criteria and weight of each used to evaluate this Invitation shall be:

- | | |
|--|-----------|
| 1. Sample videos submitted with response (minimum 3 samples) | 30 points |
| 2. Experience and success with project of similar scope | 10 points |
| 3. References | 10 points |
| 4. Interviews | 10 points |
| 5. Total cost of project | 40 points |

Total points 100

Only the three (3) highest evaluated bidders based on evaluation criteria Item Nos. 1 thru 3 will be chosen for interviews.

ALTERNATE BIDS:

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

OTHER CONDITIONS:

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.

Awarded contractor shall verify all contractor employees involved in this project have passed a criminal background check within the last 12 months. Results of such checks shall be made available to JCPS staff upon request. All cost of background checks shall be borne by the awarded contractor.

INSURANCE INFORMATION:

Please refer to the Certificate of Insurance Requirements.

FIRM PRICES:

Prices shall remain firm for the period of the contract.

SUBMITTALS:

Submittals are required as a part of the bid. Submittals (referencing BID NAME and BID NUMBER) may be mailed, faxed or submitted with your bid, **PRIOR** to the bid opening date and time, directly to the Purchasing/Bid Department, C.B. Young, Jr., Service Center, 3001 Crittenden Dr., Room 164, Louisville, Kentucky 40209.

Failure to furnish submittals may subject your bid to rejection.

SPECIFICATIONS

BID ID #7317

Jefferson County Public Schools (JCPS) is seeking a contract to produce two-minute long, high definition resolution videos for each of its 154 schools. The completed approved videos will be posted on the district's website.

The goal is to have online tours of all JCPS schools along with information regarding the programs offered at each school to assist parents and students in navigating the JCPS School Choice System.

The awarded Contractor shall write scripts (with information provided by the district), shoot b-roll, conduct interviews and edit the videos.

Videos produced under this contract shall be similar to the sample item produced by the district for Dunn Elementary located at the following URL: <https://youtu.be/kmQMcjVBBVM>. All videos must be shot in a resolution of 1080p or greater and edited versions delivered at a resolution of 1080p, 29.97fps

All final videos, with respect to video and audio quality, must match or exceed that of sample videos submitted with bidder's response. Each individual video shall be subject to review and editorial control by JCPS' Communications staff. In order to approve content and verify quality before posting to the district's website, all completed videos must be presented for approval to Allison Martin, Chief Communications Officer no later than September 1, 2017. The entire project, including any required revisions, shall be completed and videos uploaded to the JCPS website by October 1, 2017. JCPS reserves the right to negotiate project date(s) with the awarded Contractor.

The awarded Contractor shall become familiar with all JCPS practices in regards to student and employee privacy and work closely with school staff in identifying students who have or have not provided signed Photo/Video Release Forms.

JCPS shall retain rights to all raw and final video content produced as a result of this bid for use in additional JCPS projects and publications. All music used in the videos shall be royalty free and/or cleared for indefinite use by JCPS.

B I D F O R M

SCHOOL WEBSITE VIDEOS

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

CERTIFICATION OF COMPLIANCE WITH SPECIFICATIONS

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

EXCEPTIONS:

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

NAME OF COMPANY _____

MAILING ADDRESS _____

_____ ZIP CODE _____
(9 - digits)

ORDERING ADDRESS _____

_____ ZIP CODE _____
(9 - digits)

BY _____ (PLEASE TYPE NAME) _____
(Signature) *

OFFICIAL TITLE _____

TELEPHONE NUMBER _____ DATE _____

NOTE: A facsimile signature must be initialed in ink.

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

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

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

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

Provide a completed current W9 Form with your response.

SCHOOL WEBSITE VIDEOS
(JCPS NO. 4600649-2013568)

1. Cost per completed video as per specifications.
(Estimated Quantity - 154 videos)

\$ _____