BID ID NO. **8489**

-- INVITATION TO BID --

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

**TUNICS (SCNS)**

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

**Bids must be emailed to the office of Wyatte Wynn, Director of Purchasing, at: JCPS.Sealed-Bids@jefferson.kyschools.us with BID ID 8489 in the subject line. By submitting a response, vendor confirms they have read, understand and agree to all terms and conditions in this Invitation to Bid.**

CONTRACT PERIOD: The contract period will be from October 14, 2025 or date of Board approval (whichever is later) through July 31, 2026, with two (2) annual renewals at the option of both parties. This contract may be extended for a period not to exceed sixty (60) days upon the mutual agreement of both parties provided there are no escalation fees.

TIME OF BID OPENING:

Bids will be opened Wednesday, September 17, 2025, 11:00 a.m., Eastern Time.
All bids must be received by the time designated in the invitation and none will be considered thereafter. Failure to have bid in official bid inbox prior to bid opening will automatically prevent the reading of your bid.

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

LOCATION OF BID OPENING:

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

**"PROHIBITION AGAINST CONFLICTS OF INTEREST, GRATUITIES AND KICKBACKS"**

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

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

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

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

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

**"STATEMENT PURSUANT TO KRS 45A.990"**

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

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

# GENERAL BID INSTRUCTIONS AND CONDITIONS
(PLEASE READ CAREFULLY)

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

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

C. BID DOCUMENTS
All proposals must be submitted on the "Bid Form."

D. TELEGRAPHIC OR FACSIMILE BIDS
Telegraphic or facsimile bids are prohibited; any and all bids received electronically must be emailed to: JCPS.Sealed-Bids@jefferson.kyschools.us.

E. AWARDING OF CONTRACT
Please refer to the Special Conditions.

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

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

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

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

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

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

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

J. PERFORMANCE BOND

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

K. EXCUSE FOR NON-PERFORMANCE

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

L. PENALITIES

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

M. TAXES

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

N. PRODUCT EVALUATION

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

O. BRAND NAMES

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

P. NON-DISCRIMINATION

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

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

(2) The Seller shall in all solicitation and/or advertisements for employees placed by or on behalf of the Seller, state that all qualified applicants shall receive consideration for employment without regard to age, color, creed, handicap condition, marital or parental status, national origin, race, sex, sexual orientation, gender identity, gender expression, veteran status, or political opinion or affiliation.

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

Q. UTILIZATION OF MINORITY VENDORS

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

R. DELIVERY

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

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

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

S. BIDS

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

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

(3) Any bids received after scheduled time of opening will be rejected.

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

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

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

T. INTERPRETATION OR CORRECTION

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

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

U. PRICES AND/OR PERCENTAGES OF DISCOUNT

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

(2) All prices and quotations must be ink or typewritten. No pencil figures will be permitted. Mistakes are to be crossed out and corrections inserted adjacent thereto and initialed by person signing bid. Also, corrections made with correction tape or fluid are to be initialed.

(3) Quote on each item separately. Prices must be stated in units specified herein.

(4) Cash discounts of less than 20 days will be considered net. Cash discounts, when given, will be figured from date of receipt of invoice or receipt of merchandise, whichever is later.

(5) Discount terms will be considered in determining the low bidder.

(6) Bids that have clerical errors or irregularities are subject to correction only with concurrence with the Purchasing/Bid Department. Unit Prices should be listed, extended, and totaled. Should errors exist in the extended price, the unit price will prevail.

(7) If quoting fractional pricing, it must be rounded to the fourth digit.

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

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

W. OR EQUAL CLAUSE

(1) Whenever, in any of the contract documents, an article, materials or equipment is described by use of a proprietary product or by using the name of a manufacturer or vendor, the term "or equal," if not inserted, is implied.

(2) The use of a specific article or manufacturer's name shall be construed as indicating the type of equipment, design, general construction, quality and finish. Such use shall not be construed as limiting or excluding any manufacturer's product of comparable quality, design and efficiency.

X. DESCRIPTIVE LITERATURE AND/OR MANUFACTURER'S SPECIFICATIONS

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

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

Y. SAMPLES

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

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

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

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

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

Z. SUBMITTALS

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

Failure to furnish submittals may subject your bid to rejection.

AA. MISC.

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

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

BB. TERMINATION

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

CC. DATA SECURITY AND BREACH PROTOCOLS

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

"Personal Information" is defined in accordance with KRS 61.931(6) as "an individual's first name or first initial and last name; personal mark; or unique biometric or genetic print or image, in combination with one (1) or more of the following data elements:
a) An account, credit card number, or debit card number that, in combination with any required security code, accesscode or password, would permit access to an account;
b) A Social Security number;
c) A taxpayer identification number that incorporates a Social Security number;
d) A driver's license number, state identification card number or other individual identification number issued by an agency;
e) A passport number or other identification number issued by the United States government; or
f) Individually Identifiable Information as defined in 45 C.F.R. sec. 160.013 (of the regulations under the Health Insurance Portability and Accountability Act), except for education records covered by the Family Education Rights and Privacy Act, as amended 20 U.S.C. sec 1232g."

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

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

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

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

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

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

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

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

In accordance with KRS 61.932(2)(a), the vendor shall implement, maintain, and update security and breach investigation procedures that are appropriate to the nature of the information disclosed, that are at least as stringent as the security and breach investigation procedures and practices established by the Commonwealth Office of Technology (http://technology.ky.gov/ciso/Pages/InformationSecurityPolicies,StandardsandProcedures.aspx) and that are reasonably designed to protect the Personal Information from unauthorized access, use, modification, disclosure, manipulation, or destruction.

**Student Data Security**

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

Jefferson County Public Schools, becomes the equivalent of a cloud computing service provider, the vendor does further agree that:

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

• With a written agreement for educational research, the vendor may assist Jefferson County Public Schools to conduct educational research as permitted by the Family Education Rights and Privacy Act of 1974, as amended, 20 U.S.C. sec.1232g.

• Pursuant to KRS 365.734, the vendor shall not in any case process student data to advertise or facilitate advertising or to create or correct an individual or household profile for any advertisement purposes.

• Pursuant to KRS 365.734, the vendor shall not sell, disclose, or otherwise process student data for any commercial purpose.

• Pursuant to KRS 365.734, the vendor shall certify in writing to the Jefferson County Public Schools that it will comply with KRS 365.734(2).

DD. FINAL DISPOSITION OF JCPS DATA

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

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

EE. EXCLUSIVITY

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

FF. ACCESS TO RECORDS

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

GG. PENALTY

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

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

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

HH. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

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

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

II. BUY AMERICAN

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

The following clause language is suggested but not mandatory:

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

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

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

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

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

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

JJ. DISCOUNTS, REBATES, ALLOWANCES AND INCENTIVES

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

KK. COST REIMBURSABLE CONTRACTS

The following conditions apply to cost reimbursable contracts:

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

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

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

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

LL. ALL CONTRACTS OVER $100,000

(1) Clean Air Act

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

(2) Clean Water Act

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

(3) EPA Regulations

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

**BID ID #8489**

# TUNICS (SCNS)

## SPECIAL CONDITIONS

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

AWARDING OF CONTRACT(S):
Contract(s) may be awarded to the lowest 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.

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

LOTTED ITEMS:

The following lot is included in this bid:
Item Nos. 1-14

Completeness of bidding all items within the lot may be a consideration of award.

JCPS has the right to add or delete locations at any time during the period of the Contract.

Past Vendor Performance may be considered in the award of this Contract. Vendors with a record of poor performance on a JCPS contract in the last twelve (12) months may be found non-responsible and ineligible for award.

CONTRACT PROVISIONS (Maintenance of Records):
Successful bidders must maintain records for a minimum of five (5) years after the final payment on the contract.

ALTERNATE BIDS:
The Jefferson County Board of Education 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.

DELIVERY INFORMATION:
The items listed herein will be delivered F.O.B. Destination to approximately 148 locations in Jefferson County, KY. Items must be delivered within eight (8) weeks from date of Purchase Order. All shipments must include a detailed packing slip

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

IMPORTANT: Do not bid if you cannot meet delivery requirements of small individual deliveries to each location.

QUANTITIES:
The Staff anticipates purchasing the estimated quantities listed herein; however, the right is reserved to purchase less or additional quantities, if needed, throughout the contract period.

ITEMS WILL BE PURCHASED ON AN "AS NEEDED" BASIS.

NO SHIPMENTS ARE TO BE MADE AGAINST THE CONTRACT. PURCHASE ORDERS WILL BE ISSUED.

CANCELLATION OF CONTRACT:
The Board of Education reserves the option to cancel contract on thirty (30) days notice at any time during the contract period if the service and quality of goods are unsatisfactory.

MATERIAL AND WORKMANSHIP:
All uniforms furnished as a result of this bid shall be unconditionally guaranteed against defective material and workmanship. Likewise, these garments shall be free from defects under normal wash and wear conditions as prescribed by the manufacturers.

SAMPLES:
A sample of each garment is required unless quoting the brand name(s) and no.(s) listed as an approved product.

All samples are to be properly marked for identification and must indicate the supplier's name. Failure to properly mark samples may disqualify your bid.

All samples must be submitted to the Purchasing/Bid Department, Room #164, C.B. Young, Jr. Service Center, 3001 Crittenden Drive, Louisville, Kentucky 40209 **PRIOR** to the date and time specified for bid opening.

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: Failure to follow instructions in these Special Conditions may result in bid being disqualified.

PAYMENT OF INVOICES:
Invoices must be grouped by color, size, and include the line item number that matches the Purchase Order. Invoices for all items purchased as a result of this bid are to be sent directly to the Accounts Payable Department of Jefferson County Public Schools, PO Box 35340, Louisville, Kentucky, 40232-5340 or email to: apinvoices@jefferson.kyschools.us, for processing. Payments will be issued from this department directly to the supplier.

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

FIRM PRICES:
Prices shall remain firm for the contract period.

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

Failure to furnish submittals may subject your bid to rejection.

# REQUIRED VENDOR INFORMATION

## BID ID #8489

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

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

1. The Jefferson County Board of Education needs confirmation from your company of compliance and/or intent to comply with the Federal, State, Local and Board regulations for Non-Discrimination on any and all contracts awarded by the Board of Education. We need to know if your company is a minority owned business.

   (a) Is your company complying with Federal regulation relating to Non-Discrimination? **Yes____No____**

   (b) Is your company a minority owned business? **Yes____No____**

2. Provide your company's complete **PURCHASE ORDER MAILING ADDRESS** information including name of company, street and/or P.O. Box, city, state, zip code and phone number. _____

   _____

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

   _____

3. Provide your company's complete **PAYMENT REMIT ADDRESS** information including name of company, street and/or P.O. Box, city, state, zip code and phone number. _____

   _____

4. State the number of days that guaranteed delivery can be made from receipt of Purchase Order. _____

5. Contact the Purchasing/Bid Department within 30 days of Board approval for pick-up of samples (*if applicable*).

6. Provide a completed current W-9 Form with your response. Vendor name in ESM Solutions MUST match Items 1 and 2 on your W-9 Form.

**NOTES:**

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

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

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

# VENDOR REPRESENTATIVE FORM

## BID ID #8489

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

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

Phone: (502)485-3543

VENDOR/COMPANY NAME: _____

PHONE NO.: _____ FAX NO.: _____

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

NAME: _____

ADDRESS: _____

_____

PHONE NO.: _____ FAX NO.: _____

EMAIL: _____

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

NAME: _____

ADDRESS: _____

_____

PHONE NO.: _____ FAX NO.: _____

EMAIL: _____

**BID ID #8489**

# VERIFICATION OF BUSINESS STATUS FORM

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

| | | | | |
|---|---|---|---|---|
| **Is your company Minority-Owned (MBE)?*** | **YES** | ☐ | **NO** | ☐ |
| **Is your company Woman-Owned (WBE)?*** | **YES** | ☐ | **NO** | ☐ |
| **Is your company a Service-Disabled Veteran-Owned Business (SDVOB)?**** | **YES** | ☐ | **NO** | ☐ |
| **Is your company owned and operated by a person(s) with a disability (HBE)?**** | **YES** | ☐ | **NO** | ☐ |

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

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

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

**Name of Company:** _____

**Street Address:** _____

**City:** _____ **Zip Code:** _____

**Signature:** _____

**Printed Name:** _____

**Official Title:** _____

**Phone Number:** _____ **e-mail:** _____

*Revised 2/28/2019*

**BID ID #8489**

# CERTIFICATION REGARDING LOBBYING

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Organization: _____

Street address: _____

City, State, Zip: _____

_____
NAME OF AUTHORIZED REPRESENTATIVE: (PRINT)

_____
TITLE:

_____
(SIGNATURE) (DATE)

## ***NOTICE TO ALL BIDDERS***

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

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

**BID ID #8489**

**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 Clauses for Federal Contracts
Bid #8489

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*

# 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 it 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.

Sample

**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 EMPLOYEMENT IN CONNECTION WITH ANY DECISION, APPROVAL, DISAPPROVAL, RECOMMENDATION, PREPARATION OF ANY PART OF A PURCHASE REQUEST, INFLUENCING THE CONTENT OF ANY SPECIFICATION OR PURCHASE STANDARD RENDERING OF ADVICE INVESTIGATION, AUDITING OR IN ANY OTHER ADVISORY CAPACITY IN ANY PROCEEDING OR APPLICATION, REQUEST FOR RULING OR ANY OTHER DETERMINATION, CLAIM OR CONTROVERSY, OR OTHER PARTICULAR MATTER PERTAINING TO ANY CONTRACT OR SUBCONTRACT AND ANY SOLICITATION OR PROPOSAL THEREFOR.

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

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

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

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

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

B. The Seller shall in all solicitations and/or advertisements for employees placed by or on behalf of the Seller, state that all qualified applicants shall receive consideration for employment without regard to age, color, creed, disability, marital or parental status, national origin, race, sex, veteran status, or political opinion or affiliation.

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

**ARTICLE XIII**
**Indemnification**

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

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

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

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

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

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

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

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

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

**ARTICLE XVIII**
**Severability**

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

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

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

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

**JEFFERSON COUNTY BOARD OF EDUCATION**

By _____
WYATTE WYNN

(Title) DIRECTOR OF PURCHASING

_____
**CONTRACTOR**

By _____

(Title) _____

File Copy

Sample

**TUNICS (SCNS)**

**SPECIFICATIONS**

**BID ID #8489**

Line items 1-7

APPROVED PRODUCT: Landau #8232 or equal

STYLE: Women's classic relaxed fit 65% Polyester/35% Cotton V-neck collar with sewn down facing, short set in sleeves. Combed cotton with snap front closure, maximum separation 5 inches, 4" side vents. Medium length 27 ¾"top stitched, straight hem with four (4) pockets on the lower front.

COLORS: Black-Landau Color Code BKP
Royal Blue-Landau Color Code BEP

AVAILABLE SIZES: Small, Medium, Large, X-Large, 2XL, 3XL, 4XL, 5XL

If bidding an equal product, a sample tunic must be submitted.

A sewn out of the embroidered logo will be required by the awarded bidder prior placing orders.
Tunics must be delivered to all school locations 8 weeks from PO date. Deliveries must include a detailed packing slip.

502 FOOD WORKS JCPS

*Fueling Louisville's Future*

| PMS 7721 | PMS 151 | PMS 573 | PMS 367 |
|---|---|---|---|
| CMYK 89-0-43-65 | CMYK 0-60-100-0 | CMYK 27-0-18-0 | CMYK 45-0-88-0 |
| HEX #005E5D | HEX #FF8200 | HEX #B5E3D8 | HEX #A4D65E |

Logo font: FF Monteral
Accent font: Aleo

Tunics-Food Works letter colors=PMS 573

Line items 8-14

APPROVED PRODUCT: Landau #71221 Scrub zone or equal

STYLE: Men's classic fit 65% Polyester/35 % Cotton V-neck collar with sewn down facing, short set in sleeves. Breathable, fade resistant, medium length 30" top stitched, straight hem with one chest pocket, with pen division.

COLORS: Black-Landau Color Code BKPR
Royal Blue-Landau Color ROYAL

AVAILABLE SIZES: Small, Medium, Large, X-Large, 2XL, 3XL, 4XL, 5XL, 6XL, 7XL

If bidding an equal product, a sample tunic must be submitted.

A sewn out of the embroidered logo will be required by the awarded bidder prior placing orders.

Tunics must be delivered to all school locations 8 weeks from PO date. Deliveries must include a detailed packing slip.

502 FOOD WORKS JCPS

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| HEX #005E5D | HEX #FF8200 | HEX #B5E3D8 | HEX #A4D65E |

Logo font: FF Monteral
Accent font: Aleo

Tunics-Food Works letter colors=PMS 573

# SCNS Site List SY 25-26

| Loc # | School | Address | Zip Code |
|---|---|---|---|
| 590 | Academy of Shawnee | 4001 Herman Street | 40212 |
| 175 | Alex  Kennedy | 4515 Taylorsville Road | 40220 |
| 018 | Atherton | 3000 Dundee Road | 40205 |
| 185 | Atkinson | 2811 Duncan Street | 40202 |
| 127 | Auburndale | 5749 New Cut Road | 40214 |
| 044 | Audubon | 1051 Hess Lane | 40217 |
| 105 | Ballard | 6000 Brownsboro Road | 40222 |
| 040 | Barret MS | 2561 Grinstead Dr. | 40206 |
| 055 | Bates | 7601 Bardstown Road | 40291 |
| 149 | Blake | 3801 Bonaventure Blvd. | 40219 |
| 225 | Bloom | 1627 Lucia Avenue | 40204 |
| 091 | Blue Lick | 9801 Blue Lick Road | 40229 |
| 094 | Bowen | 1601 Roosevelt Avenue | 40242 |
| 260 | Brandeis | 2817 West Kentucky Street | 40211 |
| 129 | Breck-Metro HS | 1128 East Broadway | 40204 |
| 038 | Breck-Frank ES | 1351 Payne Street | 40206 |
| 165 | Brown School | 546 South 1st Street | 40202 |
| 045 | Butler HS | 2222 Crums Lane | 40216 |
| 243 | Byck ES | 2328 Cedar Street | 40212 |
| 004 | Camp Taylor ES | 1446 Belmar Drive | 40213 |
| 005 | Cane Run ES | 3951 Cane Run Road | 40211 |
| 167 | Carrithers MS | 4320 Billtown Road | 40299 |
| 680 | Carter ES | 3600 Bohne Avenue | 40211 |
| 179 | Central HS | 1130 West Chestnut Street | 40203 |
| 102 | Chancey ES | 4301 Murphy Lane | 40241 |
| 046 | Chenoweth ES | 3622 Brownsboro Road | 40207 |
| 917 | Churchill Park | 435 Boxley Avenue | 40209 |
| 323 | Cochran ES | 500 West Gaulbert Avenue | 40208 |
| 083 | Cochrane ES | 2511 Tregaron Avenue | 40299 |
| 660 | Coleridge-Taylor ES | 1115 West Chestnut Street | 40203 |
| 164 | Conway MS | 6300 Terry Road | 40258 |
| 060 | Coral Ridge ES | 10608 National Turnpike | 40118 |
| 119 | Crosby MS | 303 Gatehouse Lane | 40243 |
| 092 | Crums Lane ES | 3212 South Crums Lane | 40216 |
| 037 | Dawson Orman | 900 South Floyd Street | 40203 |
| 082 | Dixie ES | 10201 Casalanda Drive | 40272 |
| 100 | Doss HS | 7601 St. Andrews Church Road | 40214 |

| | | | |
|---|---|---|---|
| 156 | Dunn ES | 2010 Rudy Lane | 40207 |
| 200 | Manual HS | 120 West Lee Street | 40208 |
| 007 | Eastern HS | 12400 Old Shelbyville Road | 40243 |
| 255 | Echo Trail MS | 2601 Echot Trail | 40245 |
| 131 | Eisenhower ES | 5300 Jessamine Lane | 40258 |
| 240 | Engelhard ES | 1004 South First Street | 40203 |
| 010 | Fairdale ES | 10104 Mitchell Hill Road | 40118 |
| 057 | Fairdale HS | 1001 Fairdale Road | 40118 |
| 212 | Farmer ES | 6405 Gellhaus | 40299 |
| 049 | Farnsley MS | 3400 Lees Lane | 40216 |
| 011 | Fern Creek ES | 8815 Ferndale Road | 40291 |
| 012 | Fern Creek HS | 9115 Fern Creek Road | 40291 |
| 250 | Field ES | 120 Sacred Heart Lane | 40206 |
| 270 | Foster ES | 1401 South 41st Street | 40211 |
| 290 | Frayser ES | 1230 Larchmont Avenue | 40215 |
| 050 | Georgia Chaffee TAPP | 1010 Neighborhood Place | 40118 |
| 530 | Grace James | 1615 West Broadway | 40203 |
| 013 | Greathouse ES | 2700 Browns Lane | 40220 |
| 014 | Greenwood ES | 5801 Greenwood Road | 40258 |
| 115 | Gutermuth ES | 1500 Sanders Lane | 40216 |
| 121 | Hartstern ES | 5200 Morningside Way | 40219 |
| 048 | Hawthorne ES | 2301 Clarendon Avenue | 40205 |
| 300 | Hazelwood ES | 1325 Bluegrass Avenue | 40215 |
| 320 | Highland MS | 1700 Norris Place | 40205 |
| 095 | Hite ES | 12408 Old Shelbyville Road | 40243 |
| 888 | Hudson 6th | 1107 S. 17th St. | 40210 |
| 406 | Hudson 7th-8th | 3526 W. Muhammad Ali Blvd. | 40212 |
| 076 | Indian Trail ES | 3709 East Indian Trail | 40213 |
| 335 | Iroquois HS | 4615 Taylor Boulevard | 40215 |
| 325 | Jacob ES | 3701 East Wheatmore Drive | 40215 |
| 396 | JCTMS | 1418 Morton Avenue | 40204 |
| 166 | J-town ES | 3610 Cedarwood Way | 40299 |
| 065 | J-town HS | 9600 Old Six Mile Lane | 40299 |
| 470 | Johnson MS | 2509 Wilson Avenue | 40210 |
| 106 | Johnsontown Road ES | 7201 Johnsontown Road | 40272 |
| 162 | Kammerer MS | 7315 Wesboro Road | 40222 |
| 720 | Kennedy ES | 3800 Gibson Lane | 40211 |
| 059 | Kenwood ES | 7420 Justan Avenue | 40214 |
| 079 | Kerrick ES | 2210 Upper Hunters Trace | 40216 |
| 432 | King ES | 4325 Vermont Avenue | 40211 |

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|---|---|---|---|
| 134 | Klondike ES | 3807 Klondike Lane | 40218 |
| 163 | Knight MS | 9803 Blue Lick Road | 40229 |
| 133 | Lassiter MS | 8200 Candelworth Drive | 40214 |
| 145 | Laukhuf ES | 5100 Capewood Drive | 40229 |
| 126 | Layne ES | 9831 East Avenue | 40272 |
| 030 | Liberty HS | 3901 Atkinson Sqaure | 40218 |
| 520 | Lincoln ES | 930 East Main Street | 40206 |
| 047 | Male Annex | 4425 Preston Hwy | 40213 |
| 047 | Male HS | 4409 Preston Highway | 40213 |
| 146 | Lowe ES | 210 Oxfordshire Lane | 40222 |
| 107 | Luhr ES | 6900 Fegenbush Lane | 40228 |
| 458 | Mary Ryan/Binet | 1281 Gilmore Lane | 40213 |
| 480 | Maupin ES | 1312 Catalpa Street | 40211 |
| 440 | McFerran ES | 1900 South 7th Street Road | 40208 |
| 022 | Medora ES | 11801 Deering Road | 40272 |
| 340 | Meyzeek MS | 828 South Jackson Street | 40203 |
| 024 | Middletown ES | 218 North Madison Avenue | 40243 |
| 147 | Mill Creek ES | 3816 Dixie Highway | 40216 |
| 202 | Minor Daniels | 1960 Bashford Manor Lane | 40218 |
| 099 | Minors Lane ES | 8510 Minors Lane | 40219 |
| 155 | Moore | 6415 Outer Loop | 40228 |
| 041 | Newburg | 4901 Exeter Avenue | 40218 |
| 201 | Newcomer | 3741 Pulliam Drive | 40218 |
| 435 | Noe MS | 121 West Lee Street | 40208 |
| 371 | Norton Commons ES | 10941 Kings Crown Drive | 40059 |
| 096 | Norton ES | 8101 Brownsboro Road | 40241 |
| 027 | Okolona ES | 7606 Preston Highway | 40219 |
| 620 | Olmsted North | 4530 Bellevue Avenue | 40215 |
| 730 | Olmsted South | 5650 Southern Parkway | 40214 |
| 021 | Phoenix | 502 Wood Road | 40222 |
| 075 | PRP HS | 5901 Greenwood Road | 40258 |
| 500 | Portland ES | 3410 Northwestern Parkway | 40212 |
| 128 | Price ES | 5001 Garden Green Way | 40218 |
| 219 | Ramsey MS | 6409 Gelhaus Lane | 40299 |
| 081 | Rangeland ES | 1701 Rangeland Road | 40219 |
| 560 | Rutherford ES | 301 Southland Boulevard | 40214 |
| 086 | Sanders ES | 8408 Terry Road | 40258 |
| 063 | Schaffner ES | 2701 Crums Lane | 40216 |
| 580 | Semple ES | 724 Denmark Street | 40215 |
| 073 | Seneca HS | 3510 Goldsmith Lane | 40220 |

| | | | |
|---|---|---|---|
| 097 | Shacklette ES | 5310 Mercury Drive | 40258 |
| 610 | Shelby ES | 735 Ziegler Street | 40217 |
| 103 | Slaughter ES | 3805 Fern Valley Road | 40219 |
| 087 | Smyrna ES | 6401 Outer Loop | 40228 |
| 031 | Southern HS | 8620 Preston Highway | 40219 |
| 064 | St. Matthews ES | 601 Browns Lane | 40207 |
| 071 | Stonestreet ES | 10007 Stonestreet Road | 40272 |
| 211 | Stopher ES | 14417 Aiken Road | 40245 |
| 144 | Stuart MS | 4601 Valley Station Road | 40272 |
| 090 | TJ MS | 1501 Rangeland Road | 40219 |
| 104 | Trunnell ES | 7609 St. Andrews Church Road | 40214 |
| 016 | Tully ES | 3300 College Drive | 40299 |
| 919 | Unseld Early Childhood | 5216 Ilex Drive | 40213 |
| 033 | Valley HS | 10200 Dixie Highway | 40272 |
| 051 | Waggener HS | 330 South Hubbards Lane | 40207 |
| 034 | Waller-Williams | 2415 Rockford Lane | 40216 |
| 072 | Watterson ES | 3900 Breckenridge Lane | 40218 |
| 191 | Dubois MS | 3307 East Indian Trail | 40213 |
| 116 | Wellington ES | 4800 Kaufman Lane | 40216 |
| 084 | Western HS | 2501 Rockford Lane | 40216 |
| 710 | Western MS | 2201 West Main Street | 40212 |
| 916 | Westport ECC | 8800 Westport Road | 40242 |
| 077 | Westport MS | 8100 Westport Road | 40242 |
| 109 | Wheeler ES | 5700 Cynthia Drive | 40291 |
| 067 | Wilder ES | 1913 Herr Lane | 40222 |
| 066 | Wilkerson ES | 5601 Johnsontown Road | 40272 |
| 182 | Perry ES | 755 Dixie hwy | 40203 |
| 117 | Wilt ES | 6700 Price Lane | 40229 |
| 078 | Zachary Taylor ES | 9620 Westport Road | 40222 |
| ***Total Sites*** | ***146*** | | |
| | | | |

**BID ID NO. 8489**

# B I D  F O R M

## TUNICS (SCNS)

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

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

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

NAME OF COMPANY_____

MAILING ADDRESS_____

_____ZIP CODE_____ _____
(9 - digits)

ORDERING ADDRESS_____

_____ZIP CODE_____ _____
(9 - digits)

BY_____(PLEASE TYPE NAME)_____
(Signature) *

OFFICIAL TITLE_____

EMAIL ADDRESS_____

TELEPHONE NUMBER_____DATE_____

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

The Proposer hereby acknowledges receipt of the following addenda:

Addendum No._____Dated_____Addendum No._____Dated_____

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

**BID ID #8489**

# TUNICS (SCNS)

**ATTENTION BIDDERS:**

Please see the excel sheet attached to this email Invitation to Bid for the 14 bid line items we are requesting.

Please include your bid pricing and any necessary vendor response notes in this excel sheet and return to the JCPS Sealed Bid email.

Your bid email response shall include two separate attachments:

• One attachment will be the **submittal forms** requested within the Original Invitation to Bid pdf.

• One attachment will be the excel sheet titled Bid Line Items – 8489 (E) TUNICS (SCNS) with your **bid responses**.