



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

REQUEST FOR PROPOSAL

FOR

COMPETITIVE NEGOTIATION 3037

ON

COMPENSATION AND CLASSIFICATION STUDY

PROPOSAL RETURN DATE:

WEDNESDAY, SEPTEMBER 10, 2014

TIME: 11:00 A.M. E.T.

DEFINITIONS

ADDENDA

Written or graphic instruments issued by the contracting officer prior to the execution of the contract which modify or interpret the proposal documents by additions, deletions, clarifications or corrections.

PROPOSAL

A complete and properly signed document, proposing to do the work for the sum(s) stipulated therein (enclosed in a separate envelope) supported by data called for by the RFP documents.

PROPOSED CONTRACT COST(S)

The cost(s) stated in the proposal for which the proposer offers to perform the work described in the specifications and other documents composing the RFP.

OFFEROR

One who submits a proposal for contract with the Board for the work described in the RFP.

PROPOSING DOCUMENTS

Proposing documents include the Advertisement, Request For Proposals, Instructions to Proposers, Proposal Form and the Proposed Contract Documents, including any addenda prior to receipt of proposals.

All definitions set forth in the General Conditions of the contract for services or in other contract documents and the Board's Procurement Regulations are applicable to the proposing documents.

RFP

Request For Proposals

MODEL PROCUREMENT REGULATIONS

Model Procurement Regulations adopted by the Jefferson County Board of Education shall be deemed incorporated by reference in these specifications as though quoted fully herein. Jefferson County Schools function under the Model Procurement Code, Kentucky Revised Statutes 45A, which allows the school system to function by approved regulations. Copies of these regulations are on file in the Purchasing/Bid Department, Jefferson County Public Schools and may be picked up between the hours of 9:00 a.m. and 4:00 p.m., Monday through Friday. It is the responsibility of the offeror to be familiar with these Regulations.

INSTRUCTIONS AND CONDITIONS

ARTICLE 1 - INVITATION

Sealed proposals will be received by the Purchasing/Bid Department, Jefferson County Public Schools, C. B. Young, Jr., Service Center, 3001 Crittenden Drive, Louisville, Kentucky 40209, in the manner and on the date hereinafter specified for the furnishing of all equipment and services necessary for a Compensation and Classification Study.

ARTICLE 2 - PRE-PROPOSAL QUESTIONS

- 2.1 Questions shall be submitted in writing or via email to Ken Popplewell, Director of Purchasing/Bids (ken.popplewell@jefferson.kyschools.us). The subject line of the email should read: Compensation & Classification Study – RFP Questions. Questions are to be received no later than 4:00 p.m., Wednesday, August 13, 2014. All questions relevant to the RFP will be answered and posted on the Jefferson County Public Schools website where this proposal is displayed by Monday, August 18, 2014.

ARTICLE 3 - DATE AND TIME OF CLOSING

- 3.1 The proposals will be received until 11:00 a.m., Eastern Time, Wednesday, September 10, 2014. All proposals must be received by the date and time designated in this proposal and none will be considered thereafter.
- 3.2 Any proposals received after scheduled time of opening will be returned unopened to the offeror.

ARTICLE 4 - SUBMISSION OF PROPOSALS

- 4.1 Copies of the RFP may be obtained in the Purchasing/Bid Department at the above address, between 9:00 a.m. and 4:00 p.m., Monday through Friday, or on the JCPS web site: www.jefferson.kyschools.us prior to the date and time specified for opening.
- 4.2 Proposals must be mailed or delivered on or before the RFP opening date to Ken Popplewell, Director of Purchasing, C. B. Young, Jr., Service Center, 3001 Crittenden Drive, Louisville, Kentucky 40209, in special envelopes supplied with this Request for Proposal.
- All proposals will be opened in the Purchasing/Bid Department Conference Room of the C. B. Young, Jr., Service Center, 3001 Crittenden Drive, Louisville, Kentucky 40209. The Board of Education cannot assume the responsibility for any delay as a result of failure of the mail or delivery services to deliver proposals on time. The proposals will not be opened to the public nor be disclosed to unauthorized persons prior to the award of the contract. However, after award of the contract, all proposals shall be open to public inspection, subject to any continuing prohibition on the disclosure of confidential data. Any quotes received after scheduled time of opening will be returned unopened to the vendor.
- Any unauthorized contact with any other official or employee in connection with this Request for Proposal is prohibited and shall be cause for disqualification of the proposer.
- 4.3 Submit one (1) original and three (3) copies of the proposal. Information must be labeled and submitted in the order identified in the RFP.
- 4.4 By submitting a proposal, the vendor is indicating that he/she has read, understands and agrees to all the specifications outlined in this proposal.

ARTICLE 5 - QUOTATION FORMS

- 5.1 Quotations shall be submitted on the **COST SCHEDULE FORMS** attached hereto.
- 5.2 All blanks on the RFP form shall be filled in and all support data shall be furnished. (Failure to do so will subject your quotation to rejection.)

ARTICLE 5 - Cont.

- 5.3 The **COST SCHEDULE FORM** containing prices is to be submitted in the small envelope furnished with this RFP.
- 5.4 The **PROPOSAL FORM** outlining the materials and services to be furnished is to be submitted in the large envelope furnished with this RFP. **Do not include any pricing on the PROPOSAL FORM. If included, this will be grounds for rejection.**
- 5.5 The small **sealed** envelope may be placed inside the large envelope.
- 5.6 All prices and quotations must be in ink or typewritten. No pencil figures or erasures will be permitted. Mistakes are to be crossed out and corrections inserted adjacent thereto and initialed by person signing quote. Also, corrections made with correction tape or fluid are to be initialed.
- Quote unit prices in whole numbers only to the nearest cent. Fractional pricing will not be considered.
- 5.7 Both the **PROPOSAL FORM** and **COST SCHEDULE FORM** **must** be signed. Signature **must** be in ink (no pencil). No proposal can be signed after being opened. Any unsigned proposal will be rejected. A facsimile signature **must** be initialed in ink.

ARTICLE 6 - TELEGRAPHIC OR FACSIMILE QUOTES

Telegraphic or facsimile quotes are prohibited; any and all bids received electronically shall be considered a non-responsive quotation. Submittals (other than pricing) may be accepted by facsimile or email.

ARTICLE 7 - FAILURE TO RESPOND

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

ARTICLE 8 - AWARD OF CONTRACT

- 8.1 Upon ascertaining that the proposals received from the offerors constitute a competitive range wherein the best interests of the school system shall be served, a contract may be awarded to the best-evaluated offeror submitting a proposal after the application of any reciprocal preference for resident bidders as required by the Kentucky Model Procurement Code.
- 8.2 Upon acceptance of a proposal by the School Board, the provider shall agree that service shall not be canceled without a 90-day written notification submitted to the Director of Purchasing prior to the cancellation.

ARTICLE 9 - RECIPROCAL PREFERENCE

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

ARTICLE 10 - EVALUATION CRITERIA

Project cost is not the only criteria that will be used in the evaluation process. The award of this project may not be awarded to the lowest priced proposal but to the proposal that offers the best value and is most advantageous to the District in the sole judgment of the Evaluation Committee.

ARTICLE 10 - Cont.

The Purchasing/Bid staff will first evaluate proposals as responsive or non-responsive based on the specifications provided. Second, an Evaluation Committee will evaluate proposals based on the information provided in the vendor's proposal, and any other information requested in the evaluation process. Vendor's qualifications are weighted the heaviest among the criteria to be used in evaluating the proposals submitted. The criteria for meeting the competitive range, and points for each, which will determine the best-evaluated proposal are:

1.)	Qualifications of Firm and Personnel (Items 1, 2 & 3)	25%
2.)	References (Item 4)	5%
3.)	Scope of Work and Conclusion Process (Items 5, 6 & 7)	25%
4.)	Timeline of project with tasks (Item 8)	5%
5.)	Project Cost (Item 9)	40%
	TOTAL	100%

The evaluation committee may conduct interviews with or request presentations by all or the top three evaluated offerors to assist in the evaluation process. If required, such interviews and/or presentations will be scheduled after proposals have been initially reviewed and scored. The District makes no commitment to any responder to this RFP for costs incurred in preparing the proposals, oral presentations, interviews, etc.

ARTICLE 11 - PERIOD OF CONTRACT

The actual period of the contract will be from Date of Board approval through project completion date as proposed by awarded vendor and agreed to by JCPS project leaders.

ARTICLE 12 - DISCUSSION OF PROPOSALS

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

ARTICLE 13 - TREATMENT OF PROPOSALS

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

ARTICLE 14 - MODIFICATION OR WITHDRAWAL OF PROPOSAL

- 14.1 A proposal may not be modified, withdrawn or canceled by the proposer during the stipulated time period following the date and time designated for the receipt of proposals.
- 14.2 Prior to the closing date and time designated for receipt of proposals, proposals submitted early may be modified or withdrawn only by notice to the party receiving proposals at the place and prior to the closing time designated for receipt of proposals.
- 14.3 Any modification shall be so worded as not to reveal the amount of the original proposed sum. To do so will render the modification and original proposal invalid.
- 14.4 Withdrawn proposals may be resubmitted up to the closing time designated for the receipt of proposals provided that they are then fully in conformance with these instructions to offerors.

ARTICLE 15 - INTERPRETATION OR CORRECTION OF RFP'S

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

ARTICLE 16 - ADDENDA

- 16.1 Addenda will be mailed or delivered to all who are known by the Director of Purchasing to have requested and were furnished RFP's.
- 16.2 Copies of addenda will be made available for inspection wherever RFP's are on file for that purpose.
- 16.3 No addenda will be issued later than seven (7) days prior to the date of receipt of proposals, except for postponing the date for receipt of proposals, or withdrawing the request for proposals.
- 16.4 Each offeror shall ascertain prior to submitting his proposal that he has received all addenda issued, and he shall acknowledge their receipt on the RFP form.

ARTICLE 17 - RIGHT TO REJECT

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

ARTICLE 18 - RIGHT TO WAIVE TECHNICALITIES OR IRREGULARITIES

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

ARTICLE 19 - CONFIDENTIAL DATA

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

ARTICLE 20 - ACCEPTANCE BY BOARD

- 20.1 If awarded the contract, the prices will then be firm for the time period indicated in ARTICLE 11.
- 20.2 It is the intent of the Director of Purchasing to recommend to the Board of Education an award of contract in due course and after a reasonable proposal evaluation period to the most responsive and responsible offeror(s) considering all requirements set forth in the RFP, provided the acceptable proposed sum is within budgeted funds.
- 20.3 The right is reserved to reject any proposal where an investigation and evaluation of the offeror's qualifications would give reasonable doubt that the offeror could perform prompt and efficient completion of the work per the contract.

ARTICLE 21 - FORM OF (CONTRACT) AGREEMENT BETWEEN BOARD AND CONTRACTOR

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

ARTICLE 22 - TABULATIONS

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

ARTICLE 23 - PRICES

Prices quoted herein are to remain firm for the period of the contract. (See ARTICLE 11.)

ARTICLE 24 - K.O.S.H.A. STANDARDS

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

ARTICLE 25 - EXCUSE FOR NON-PERFORMANCE

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

ARTICLE 26 - PENALTIES

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

ARTICLE 27 - TAXES

27.1 KENTUCKY SALES AND/OR USE TAX

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

27.2 FEDERAL EXCISE TAX

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

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

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

ARTICLE 28 - NON-DISCRIMINATION

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

- 28.1 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, 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, veteran status, 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.
- 28.2 The Seller shall in all solicitations and/or advertisements for employees placed by or on behalf of the Seller, state that all qualified applicants shall receive consideration for employment without regard to age, color, creed, handicap condition, marital or parental status, national origin, race, sex, veteran status, political opinion or affiliation.
- 28.3 The Seller shall cause any subcontractor engaged to perform any services required by this Contract to include this Equal Opportunity clause in all solicitations, advertisements and employment practices it shall perform.

ARTICLE 29 - UTILIZATION OF MINORITY VENDORS

The utilization of minority vendors and subcontractors is 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 Kentucky Office for Minority Business Enterprises, 2316 Capitol Plaza Tower, Frankfort, Kentucky 40601, or Office of Equal Opportunity Contract Compliance, New Capitol Annex Building, Frankfort, Kentucky 40601.

ARTICLE 30 - SERVICES EVALUATION

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

ARTICLE 31 - REIMBURSEMENT/COSTS

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

ARTICLE 32 - "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.

ARTICLE 32 - Cont.

“STATEMENT PURSUANT TO KRS 45A.990”

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

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

ARTICLE 33 - DELIVERY

Awarded vendor may not add fuel surcharges or other similar charges to bid prices or invoices.

ARTICLE 34 - TOBACCO PRODUCTS PROHIBITED

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

ARTICLE 35 - CONDUCT OF CONTRACTOR EMPLOYEES

It is understood that the possession of weapons and/or consumption of alcohol or illegal drugs on the job by any personnel, Contractor or otherwise, is strictly prohibited. Any person having possession of same and/or under the influence of alcohol or illegal drugs, while on the premises at any time, shall be removed from the site and shall be subject to automatic dismissal by the Contractor. Contractor must maintain the work environment free of discrimination, verbal and sexual harassment keeping in compliance with any and all Affirmative Action Plans. No contractor or subcontractor employee shall fraternize, use abusive language, make either verbal or suggestive overtures to or with the students, staff and general public at or near any District facility or job site.

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

PROPOSAL NO. 3037

If claiming Kentucky residency status this completed form must be NOTARIZED and submitted before the date and time of the bid opening.

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

PROPOSAL NO. 3037

Failure to submit certificate of insurance **PRIOR** to the date and time of the bid opening **MAY** subject your bid to rejection. The contractor shall furnish a certificate of insurance in accordance with the requirements set forth in this document. (See the following requirements.) 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 Schools. **The certificate of insurance shall name Jefferson County Public Schools as additional insured in the Description of Operations section of the Certificate of Insurance which shall read:**

Board of Education of Jefferson County

Attn: Insurance/Real Estate Dept.

3332 Newburg Road

Louisville, Kentucky 40218

INSURANCE REQUIREMENTS:

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	\$2,000,000.00
c. Personal/Advertising Injury (Per person/organization)	\$1,000,000.00
d. Each Occurrence (Bodily Injury and Property Damage)	\$1,000,000.00
e. Limit per Person Medical Expense	\$ 5,000.00
f. Exclusions of Property in Contractors 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 and Property Damage (Combined single limit)	\$1,000,000.00
b. Commercial bus vehicles (Combined single limit)	\$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

(Per 702 KAR 4:160. Capital construction, sections 4 & 5)

SPECIFICATIONS AND SCOPE OF WORK

COMPENSATION AND CLASSIFICATION STUDY

The Jefferson County Board of Education (Board) is seeking proposals from consulting or professional services firms to conduct a comprehensive Compensation and Classification Study of all classified and certified positions of the Jefferson County Public Schools (JCPS) as described herein.

Background:

The JCPS district is located in Louisville, Kentucky, the largest city in the state, and employs approximately 14,600 full-time employees – 6,500 teachers and 8,100 support and administrative/office staff. The District currently serves approximately 101,000 students on 155 campuses throughout the county. JCPS has approximately 13,759 employees represented by collective bargaining agreements with various unions and associations.

Purpose and Objective:

The purpose of the Compensation and Classification Study is to address numerous changes in district operations and staffing over the past several years – the last study was done in 1979. These changes may have affected the type, scope and level of work being performed.

The objective is to develop a credible Compensation and Classification structure that takes into account changes in the work environment; ensures positions performing similar work with essentially the same level of complexity, responsibility and knowledge, skills and abilities are classified together; provides salaries commensurate with assigned duties; provides justifiable pay differential between individual classes; and maintains currency with relevant labor markets. Finally, the Board would request an analysis of compensation for extra duties for extra- and co-curricular activities, as well as professional staff duties such as department chairs, instructional and non-instructional staff development and duties that do not require the supervision of students. The awarded vendor will be required to consider all laws, regulations, and requirements of the state of Kentucky and the Kentucky Department of Education pertaining to Board of Education salaries and benefits while performing the Compensation and Classification Study. The awarded vendor shall provide quarterly progress reports to the JCPS project leaders until the project is completed.

Compensation and Classification Study Groups:

The Compensation and Classification Study shall include approximately 535 unique positions from the following Job Family list:

Job Family IV – Certified Administrators (exempt)

Job Family III – Teachers

Job Family II – Classified Administrators (exempt)

Job Family 1A – Classified Clerical (non-exempt)

Job Family 1B – Classified Teamsters, Nutrition Service Employees, Custodians, Bus Drivers, etc. (non-exempt).

Scope of Work:

Staff has determined the successful partnership will include, but not be limited to, the following:

Classification Plan

1. Awarded vendor will meet with JCPS project leaders to discuss the study process and agree on methodology and Job Description Questionnaire to be used with employees and explain study and review process.
2. Review of all current salaried and hourly job classifications through desk audits as required, analysis of knowledge, skills and abilities, education and experience relevance and hierarchical consistency of job definitions, distinguishing characteristics, supervision received and exercised, conformity with ADA relative to essential job functions (including physical demands); and special requirements including licensing and certification requirements.

3. Employees will complete Job Description Questionnaires; supervisors, managers and/or directors will review and comment (but not alter). Copies of completed forms will be returned to employees following supervisor review and comment.
4. Comparison of Job Description Questionnaires and job audit results with current job descriptions. All Job Descriptions may be found at the following JCPS website:
<http://www.jcpsky.net/Departments/HumanResource/JOBDESC/jobdescalpha.html>
5. Evaluation to update and/or create job descriptions as needed to uniformly reflect distinguishing characteristics, essential job functions, minimum qualifications and level of education, working conditions, licensing and certification requirements, regulatory requirements, standby/call-out responsibilities, etc., for all classifications. Identify management, supervisory, administrative, professional, technical and general employees including FLSA status (exempt/non-exempt).
6. Recommend additions and deletions to the current job descriptions.
7. Finalize job descriptions and recommend appropriate pay grades within existing salary schedules and provide a plan that includes a phased transition for suggested pay grade adjustments.
8. Review existing salary schedule placement procedures for new hires and promoted employees. Provide recommendations for updating and/or clarification of the placement procedures.

Compensation Survey

1. Establish appropriate benchmarking standards and conduct salary surveys to determine both internal and external deficiencies using both private and public sector resources. The review must include a comparison of peer school districts and similarly-sized corporations with consideration and adjustments for the cost of living and other unique factors that may impact the results of the compensation review. Included in the survey will be the benefit structure for all job classes.
2. Identify potential pay compression issues and provide alternative solutions.
3. Recommend appropriate salary ranges for each existing or proposed classification and on the compensation survey results, internal relationships and equity. Recommend a salary range for each position based on median and mean salary of comparable external entities.

Conclusion and Follow-Up

1. Prepare a written report of recommendations that includes discussion of methods, techniques and data used to develop the Plan.
2. Provide tools that will allow District staff to conduct individual salary audits and adjustments consistent with the study methods used until the next formal study can be completed.
3. Prepare formal exit meeting agenda and plan to attend an exit session for the project leaders and superintendent.

P R O P O S A L F O R M
FOR
COMPENSATION AND CLASSIFICATION STUDY

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

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

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

THE **PROPOSAL FORMS** ARE TO BE SUBMITTED IN THE LARGE ENVELOPE FURNISHED WITH THIS PROPOSAL.

THIS PROPOSAL SUBMITTED BY:

*(Signature of Proposer)

(Name of Proposer - Print Legibly)

(Address of Proposer)

Date_____Telephone_____

Area Code_____

(Name of Company)

NOTE: A facsimile signature must be initialed in ink.

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

EVALUATION RESPONSES

PROPOSAL NO. 3037

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

Submittal Format

For ease of evaluation proposals must be organized in the following sequence:

1. Description of professional service or consulting firm(s). List the address, email address, telephone and other relevant numbers of the office from which the services are provided. This should include a general description of the entities' history, past work projects and areas of expertise.
2. Description of the qualifications of the professional service or consulting firm(s). Provide descriptions of similar projects and evidence of positive results for past clients.
3. Resumes of professional personnel who will be working on this project, including the name of the project manager.
4. Provide a list of references. Include contact name, title, name of business, address, phone number and email address.
5. A statement describing the scope of work as you understand it, and describe the methodology, means and approach for gathering information and making recommendations to include data required from the District.
6. Provide a sample Job Description Questionnaire.
7. Describe the way the work product will be structured and presented at the conclusion of the process.
8. Provide a timeline indicating tasks required as well as start and estimated completion date of the project.
9. The **COST SCHEDULE FORM** listing the estimated budget for completing scope of work, as well as the proposed fee, should accompany the proposal in a **separate SEALED envelope** which will not be opened until all other factors have been considered. The fee schedule should include a total cost estimate and not to exceed amount for the work described, a rate schedule for computing any extra work not specified in the above Scope of Work, including hourly rates for all positions plus unit costs for incidental expenses, and the amount to be deducted from the total cost estimate for schedule overruns and the process not being completed in the proposed specified time period.
IF ANY PRICING IS INCLUDED IN ITEMS 1 – 8, THE PROPOSAL SHALL BE REJECTED.

C O S T S C H E D U L E F O R M
FOR
COMPENSATION AND CLASSIFICATION STUDY

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

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

THE **COST SCHEDULE FORMS** ARE TO BE SUBMITTED IN THE SMALL ENVELOPE FURNISHED WITH THIS PROPOSAL.

THIS PROPOSAL SUBMITTED BY:

*(Signature of Proposer)

(Name of Proposer - Print Legibly)

(Address of Proposer)

Date_____Telephone_____

Area Code_____

(Name of Company)

NOTE: A facsimile signature must be initialed in ink.

The Proposer hereby acknowledges receipt of the following addenda:

Addendum No._____Dated_____Addendum No._____Dated_____

Addendum No._____Dated_____Addendum No._____Dated_____

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

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

VENDOR CHECKLIST

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

SUBMIT IN ADVANCE OF PROPOSAL OPENING:

- _____ Pre-Proposal Questions (pg. 4)
- _____ Certificate of Insurance Requirement (pg. 14)

SUBMIT IN LARGE ENVELOPE *(do not include any pricing information)*

- _____ Proposal Form (pg. 17)
- _____ Completed Vendor Checklist (pg. 20)
- _____ Resident Vendor Affidavit - if applicable (pg. 13)
- _____ Non-Discrimination/Minority Form (pg. 21)
- _____ Evaluation Responses (pgs. 18)

SUBMIT IN SEALED SMALL ENVELOPE:

- _____ Cost Schedule Cover Form (pg. 19)
- _____ Cost Schedule Form with Pricing (pg.22)

IT IS OF VITAL IMPORTANCE THAT YOU RESPOND TO THIS INQUIRY.

The Jefferson County Board of Education needs confirmation from your company of your compliance and/or intent to comply with the Federal, State, Local, and Board regulations to Non-Discrimination on any and all contracts awarded by the Board of Education.

We also need to know if your company is a minority owned business.

Please complete the following inquiry:

**Is your company complying with
Federal regulation relating
to Non-Discrimination?**

YES____ **NO**____

**Is your company a minority
owned business?**

YES____ **NO**____

Name of Company_____

Address_____

_____ **Zip Code**_____

Signature_____

Typed Name_____

Official Title_____

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

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

Failure to provide all required information may subject your 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.

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

Estimated budget for completing Scope of Work, as well as the proposed fee, must accompany the proposal in a separate SEALED envelope which will not be opened until all other factors have been considered. The fee schedule should include a total cost estimate and not to exceed amount for the work described; a rate schedule for computing any extra work not specified in the above Scope of Work, including hourly rates for all positions plus unit costs for incidental expenses; and the amount to be deducted from the total cost estimate for schedule overruns and the process not being completed in the proposed specified time period.

Estimated budget for completing Scope of Work: \$ _____

Total Cost Estimate of project: \$ _____

Not to Exceed Amount of project: \$ _____

Amount to be deducted from the total Cost Estimate for schedule overruns and the process not being completed in the proposed specified time period. \$ _____

Proposers must attach rate schedules for computing any extra work not specified in the Scope of Work, including hourly rates for all positions plus unit costs for incidental expenses.