

**SECOND AMENDMENT TO CONTRACT FOR
PROCUREMENT OF PROFESSIONAL SERVICES**

THIS SECOND AMENDMENT TO CONTRACT FOR PROCUREMENT OF PROFESSIONAL SERVICES (hereinafter "Amendment") is entered into between THE JEFFERSON COUNTY BOARD OF EDUCATION (hereinafter "Board"), a political subdivision of the Commonwealth of Kentucky, with its principal place of business at 3332 Newburg Road, Louisville, Kentucky, 40218 and Focus Care, Inc. dba FEV Tutor (hereinafter "Contractor"), with its principal place of business at 500 West Cummings Park Suite 2700, Woburn, MA 01801.

WHEREAS the Parties entered into a Contract for Procurement of Professional Services dated June 9, 2021 and amended March 30, 2022 (the "Contract");

WHEREAS the Parties have agreed to extend services to December 31, 2023, resulting in an increased cost and additional \$3,400,000, and

WHEREAS the parties wish to amend that Contract to extend services to revise the compensation amount;

This Amendment hereby amends Article II of the Contract to provide 125,926 additional instructional hours.

This Amendment hereby amends the Contract amount listed in Article III to remove \$4,300,000.00 and replace it with \$7,700,000.00

This Amendment hereby amends the terms of the Contract listed in Article IV of the Contract to remove June 30, 2023 and replace it with December 31, 2023.

All other provisions of the Contract shall remain unchanged.

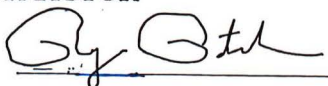
IN WITNESS WHEREOF, the Parties hereto have executed this Amendment to be effective as of October 7, 2022.

JEFFERSON COUNTY BOARD OF
EDUCATION

By: _____

Title: Martin A. Pollio, Ed.D.
Superintendent

Focus Care Inc. dba FEV Tutor
CONTRACTOR

By: 

Title: Ryan Patenaude
Executive Vice President



500 West Cummings Park,
Woburn, MA 01801

855.763.2607

edu@fevtutor.com
www.fevtutor.com

FEV Tutor

Live, 1:1 Online Tutoring

Proposal

**Accelerating Learning Outcomes and Effecting
Change in Education**

District:

School/Department:

District Address: 3332 Newburg Rd
Louisville, Ky 40218

Proposal Issued: 7/25/22

Proposal Expires

Academic Year: AY 22/23

Proposal #:

// About Us

Vision: Effecting Change in K-12 Education

FEV Tutor partners with K-12 school districts nationally to provide 1:1 online tutoring services that operate as a natural extension of each student's core learning environment. Our ESSA-approved programs are strategically designed in close collaboration with each partner district to accelerate learning for every student.

// Program Overview

Collaborative Academic Program Design

FEV Tutor believes that strategic partnerships are the common denominator for successful initiatives. This principle is central to our program model to help districts reach goals and drive key learning initiatives. We've found that our collaborative approach ensures that partners have unparalleled support across planning and implementation, buy-in and usage, and analysis and growth. We work closely with educators to design an effective program that allows for rapid deployment. This approach empowers teachers to activate scalable, data-driven support services quickly and easily. Across our core teams, we help support student learning and drive student success.

Our Academic Success Coaches combine their educational expertise and your data to:

- Identify targeted populations and recommend program models to fit within the existing learning ecosystems
- Analyze data to inform planning and align our programs with your instructional strategies
- Create personalized learning plans for each student for maximum impact
- Actively communicate and adjust services to ensure effective program outcomes

Our programs are flexible to all student schedules, and we actively participate in program adoption:

- 24/7 Access: Available from any internet-connected device for homework help, or coursework support
- Our multilingual Family & Student Engagement team drives adoption with frequent family updates, notifications, and check-ins
- 24/7 flexibility across scheduled sessions allows at-home learning on nights and weekends

We provide services for all student populations and programs:

- At-risk students and intervention programs
- ELL, migrant, and dual language students
- Special education students
- Homeless and foster youth students
- Near-proficiency student
- Low-performance students
- RTI Tier II & III students
- Enriched classroom programs (GATE)
- College & career readiness programs (SAT/ACT)
- After-school program support
- Distance/remote learning programs

We provide data and reports to empower educators to make the most informed learning decisions

- An internal Data Analytics team to develop reports across multiple stakeholder levels
- Ongoing, easy-to-read student achievement reports, with commentary from tutors, raw data, snapshot summaries, and recent trends
- Academic impact analysis report to explore FEV Tutor usage vs. outcomes/gains on state and benchmark assessments and provide transparency into Return on Investment and program efficacy

// FEV Tutor Pricing Model

School/District Software Licenses

FEV Tutor offers **School, District and Program Site Licenses** which include Banks of Live 1:1 Instructional Hours; along with several other wrap around services (listed below). Our licenses are purchased just like a software license, with one purchase order issued for the licenses so that FEV Tutor can keep the purchasing process streamlined and allow for 100% of license purchased to go to direct Live 1:1 direct instruction for students.

 Live 1:1 Instruction (Your Bank Of Hours)	 Professional Development & Training	 Progress Monitoring	 Targeted Content for Instruction	 24/7 Support
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How to Calculate Your School/District License:

<p>\$27 per hour/per student INSTRUCTIONAL HOURLY COST</p>	<p>XXXX Number of Instructional Hours X \$27/hour/student = Your License Cost</p>
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- Districts/schools can add hours at any time \$27/hour/student via an additional purchase order.
- Unused hours will roll over to the following academic year upon signature of renewal contract. Unused hours expire without the renewal contract.
- For intervention and/or test prep, FEV Tutor recommends 8-10 hours of tutoring per semester. For targeted tutoring services, dosage should be 10-22+ hours per student per academic year.

// FEV Tutor License Includes:

- Initial Student and Administration License Set Up
- License Activation and Maintenance
- Unlimited Student, Teacher, and Admin Licenses
(No limit on number of students enrolled - time is interchangeable among students)
- 24/7 Support
- Time Used Is Prorated Based on Usage
(No Charge for Absences)
- 24/7 Access to Dashboard and Data Reporting
- A Dedicated Academic Success Coach
- Development of Personalized Tutoring Plans for Targeted Instruction Programs
- Targeted Tutoring Content
(Content grade-level 3-12 and core subjects)
- Professional Development & Training
- Services from FEV Tutor's Family & Student Engagement Team
- Academic Impact Data Analysis
(Report is contingent on timely access to benchmark and other district data.)

// Proposal

PREPARED FOR:
District:

Jefferson County Public Schools

School/Department:
District Address:

3332 Newburg Rd
Louisville, Ky 40218

DISTRICT/SCHOOL CONTACT:
Name:

Michelle Dillard

Title:

Assistant Superintendent of Teaching and Learning

Email:

michelle.dillard@jefferson.kyschools.us

FEV TUTOR CONTACT:
Name:

Chris Bronis

Phone Number:

313-378-7860

Email:

chris.b@fevtutor.com

Live 1:1 Online Tutoring School/District Software License

Academic Year/Duration:

AY 22/23

Program Type:

1:1 Academic Support Program

Number of Students (approx): 30,000+

Instructional Hours Included: 125,926

License Cost: 3,400,000

Software license access through 12/31/2023. License term will be extended, upon a signed renewal contract, and expire on 12/31/2023. Software license offers access to 'up to' 125,926 instructional hours as a maximum cap. Additional hours can be added at any time to increase the cap.

// Terms and Conditions

Term 1

School/District Software Licenses include:

- Initial Student and Administration License Set Up
- License Activation and Maintenance
- Unlimited Student, Teacher, and Admin Licenses
(No limit on number of students enrolled - time is interchangeable among students)
- 24/7 Support
- Time Used Is Prorated Based on Usage
(No Charge for Absences)
- 24/7 Access to Dashboard and Data Reporting

- A Dedicated Academic Success Coach
- Development of Personalized Tutoring Plans for Targeted Instruction Programs
- Targeted Tutoring Content
(Content grade-level 3-12 and core subjects)
- Professional Development & Training
- Services from FEV Tutor's Family & Student Engagement Team
- Academic Impact Data Analysis
(Report is contingent on timely access to benchmark and other district data.)

Term 2

Upon the receipt of Purchase Order, FEV Tutor will invoice the full license fee* (flat fee for the entire academic year) and then FEV Tutor will activate the license, set up the program, and start professional development and training. Software license is available on demand. Once activated, license are non-refundable.

*Additional hours can be added to the license in blocks at \$27.00/hour/student.

GRANT HOURS (expire on 6/30/23 and do not roll over)

// Payment Method

Please email any Purchase Orders, Contracts and any other Purchasing Documentation to be processed to Billing@fevtutor.com. If you need to reach us by phone please contact: 781-376-6925

FEV Tutor invoices full license fee (flat fee for entire academic year) upon receipt of Purchase Order and will then activate licenses, set program up and start Professional Development and Training.

// Acceptance

Please Sign

Focus Care Inc., dba FEV Tutor Inc.
Tax ID #: 03-0428625

Signature

Michelle Dillard
Full Name (Print)

Assistant Superintendent of Teaching and Learning
Title

Date

Signature

Chris Bronis
Full Name (Print)

Business Executive
Title

7/25/22
Date

AMENDMENT TO CONTRACT FOR THE PROCUREMENT OF PROFESSIONAL SERVICES

THIS AMENDMENT TO CONTRACT FOR THE PROCUREMENT OF PROFESSIONAL SERVICES (hereinafter "Amendment") is entered by and between the Jefferson County Board of Education, a political subdivision of the Commonwealth of Kentucky doing business as the Jefferson County Public Schools (hereinafter "JCPS") with its principal place of business located at 3332 Newburg Road, Louisville, Kentucky 40218, and Focus Care Inc. DBA FEV Tutor, Inc. with its principal place of business located at 500 West Cummings Park Suite 2700, Woburn, MA 01801 (hereinafter "Contractor").

WHEREAS, The Parties have entered into a Contract for the Procurement of Professional Services between JCPS and Contractor dated June 9, 2021, under which Contractor agreed to provide 72,000 hours of tutoring to JCPS students (the "Contract"); and

WHEREAS, the Parties wish to increase the amount of hours of service provided under the Contract and extend the duration of the contract;

WHEREAS, this increase in services requires payment of an additional \$2,500,000;

THEREFORE, the Parties wish to amend the Contract to alter the total cost and the term of the Contract.

This Amendment hereby amends the Services listed in Article II to add the following:

Contractor shall provide an additional 92,593 hours of student tutoring for JCPS students during the 2022-2023 school year. Services will include professional development and training, license activation and maintenance, initial student and administration license set up, unlimited student, teacher, and admin licenses, 24/7 data and reporting access, a dedicated academic program manager, 24/7 support, targeted tutoring content in all grades and core subjects, development of personalized tutoring plans, academic impact data analysis, and access to the FEV Tutor Student & Family Engagement Team.

This Amendment hereby amends the Contract Amount listed in Article III Compensation to remove \$1,800,000 and replace it with \$4,300,000.

This Amendment hereby amends the Term of Contract listed in Article IV to state that Contract shall complete the Services no later than June 30, 2023, unless this Contract is modified as provided in Article VIII.

All other provisions of the Contract shall remain unchanged. This Amendment is the entire agreement of the parties regarding modifications of the Contract provided herein, supersedes all prior agreements and understandings regarding such subject matter, may be modified only by a writing executed by the parties. The Contract is ratified and confirmed in full force and effect in accordance with its terms, as amended hereby. In the event of any conflict between the terms of the Contract and this Amendment, the provisions of this Amendment shall control.

This Amendment may be executed via electronic signature in one of more counterparts, each of which will be deemed an original, but all such electronic signatures and counterparts will together constitute but one and the same instrument.

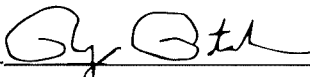
IN WITNESS WHEREOF, the parties hereto have executed this Amendment to be effective as of March 30, 2022.

Jefferson County Public Schools:

By: _____
Dr. Martin A. Pollio
Superintendent

Date: _____

Focus Care Inc. DBA FEV Tutor Inc.:

By:  _____
Ryan Patenaude
Senior Vice President

Date: 3/14/2022

Original Contract



JEFFERSON COUNTY PUBLIC SCHOOLS CONTRACT FOR THE PROCUREMENT OF PROFESSIONAL SERVICES

THIS CONTRACT FOR PROCUREMENT OF PROFESSIONAL SERVICES (hereinafter "Contract") is entered into between the JEFFERSON COUNTY BOARD OF EDUCATION (hereinafter "Board"), a political subdivision of the Commonwealth of Kentucky, with its principal place of business at 3332 Newburg Road, Louisville, Kentucky 40218 and Focus Care Inc. dba FEV Tutor Inc. (hereinafter "Contractor"), with its principal place of business at 500 West Cummings Park Suite 2700, Woburn, MA 01801.

WITNESSETH:

WHEREAS, the Board desires to procure the particular services of Contractor, which are more fully defined below; and

WHEREAS, Contractor has held itself out to be competent and capable of performing the services contracted for herein;

NOW, THEREFORE, in consideration of the mutual promises and agreements hereinafter set forth, the Board and Contractor (hereinafter "Parties") agree as follows:

ARTICLE I

Entire Agreement; Amendments

This Contract is the entire agreement between the Parties and supersedes any and all agreements, representations and negotiations, either oral or written, between the Parties before the effective date of this Contract. This Contract may not be amended or modified except in writing as provided in Article VIII. This Contract is supplemented by the Board's Procurement Regulations currently in effect (hereinafter "Regulations") that are incorporated by reference into and made a part of this Contract. In the event of a conflict between any provision of this Contract and any provisions of the Regulations, the Regulations shall prevail.

ARTICLE II

Services

Contractor agrees to perform the following services (hereinafter "Services") of a quality and in a manner that is within the highest standards of Contractor's profession or business. The Services are as follows:

Contractor shall provide 72,000 hours of student tutoring for JCPS students in grades 3-12 via their digital platform. Contractor shall develop personalized tutoring plans and shall plan targeted tutoring content. Contractor shall produce weekly reports to district data which are accessible via a dashboard. Contractor shall offer live and recorded webinars for JCPS Summer Backpack League staff about how to help students access the tutoring service and shall provide technical support for their platform. Contractor shall provide the services of its Family & Student Engagement Team to connect with students and families, as requested by the summer learning coordinator.

ARTICLE III Compensation

The Board shall pay Contractor the total amount stated below (hereinafter "Contract Amount"). The Contract Amount shall be paid in a lump sum upon completion of the Services, unless a schedule of progress payments is stated below. The Contract Amount shall be for total performance of this Contract and includes all fees, costs and expenses incurred by Contractor including but not limited to labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs and other costs, unless otherwise stated below. To receive payment, Contractor must submit an itemized invoice or invoices. If progress payments are authorized, each invoice must specify the actual work performed. If payment of costs or expenses is authorized, receipts must be attached to the invoice.

Contract Amount:	Shall not exceed \$1,800,000.00
Progress Payments (if not applicable, insert N/A):	N/A
Costs/Expenses (if not applicable insert N/A):	N/A
Fund Source:	ESSER 2

ARTICLE IV Term of Contract

Contractor shall begin performance of the Services on June 9, 2021 and shall complete the Services no later than June 30, 2022, unless this Contract is modified as provided in Article VIII.

ARTICLE V Performance of Services by Contractor

The Services shall be performed by Contractor, and in no event shall Contractor subcontract with any other person to aid in the completion of the Services without the prior written approval of the Contract Administrator defined below.

Contractor shall appoint one person who shall be responsible for reporting to the Board on all Services performed under the terms of this Contract and who shall be available for consultation with the Contract Administrator.

Contractor is an independent contractor, not an employee. Contractor is responsible for the payment of all federal, state and local payroll taxes and providing unemployment insurance and workers compensation coverage to Contractor's employees. Contractor shall provide all equipment, materials and supplies necessary for the performance of the Services.

Contractor shall at all times during the term of this Contract comply with all applicable laws, regulations, rules and policies. Contractor shall obtain and keep in force all licenses, permits and certificates necessary for the performance of the Services.

Contractor agrees to hold harmless, indemnify, and defend the Board and its members, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation, including the Contractor himself, in connection with the performance of this

Contract. Contractor also agrees to hold harmless, indemnify, and defend the Board and its members, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to Contractor in connection with the performance of this Contract. This provision survives termination of this Contract.

Unless waived in writing by the Contract Administrator, Contractor shall maintain during the term of this Contract policies of primary insurance covering the following risks and in at least the following amounts: commercial general liability, including bodily injury, property damage, personal injury, products and completed operations, and contractual, \$1,000,000; and automobile liability, \$1,000,000. Contractor shall furnish to the Contract Administrator certificates of insurance evidencing this coverage and naming the Board as an additional insured. Additionally, Contractor shall maintain workers compensation coverage with limits required by law; and professional errors and omissions coverage with minimum limits of \$1,000,000. Contractor shall furnish certificates of insurance evidencing this coverage to the Contract Administrator.

ARTICLE VI Equal Opportunity

During the performance of this Contract, Contractor agrees that Contractor shall not discriminate against any employee, applicant or subcontractor because of race, color, national origin, age, religion, marital or parental status, political affiliations or beliefs, sex, sexual orientation, gender identity, gender expression, veteran status, genetic information, disability, or limitations related to pregnancy, childbirth, or related medical conditions. If the Contract Amount is paid from federal funds, this Contract is subject to Executive Order 11246 of September 24, 1965 and in such event the Equal Opportunity Clause set forth in 41 Code of Federal Regulations 60-1.4 is hereby incorporated by reference into this Contract as if set forth in full herein.

ARTICLE VII Prohibition of Conflicts of Interest

It shall be a breach of this Contract for Contractor to commit any act which is a violation of the provisions of Article XI of the Regulations entitled "Ethics and Standards of Conduct," or to assist or participate in or knowingly benefit from any act by any employee of the Board which is a violation of such provisions.

ARTICLE VIII Changes

The Board and Contractor may at any time, by mutual agreement set forth in a written addendum, make changes in the definition of the Services; the scope of the Services; and the Contract Amount. The Contract Administrator and Contractor may, at any time, by mutual agreement set forth in a written addendum, make changes in the time within which the Services are to be performed; the schedule of Progress Payments; and mutual Termination of the Contract.

ARTICLE IX Termination for Convenience of the Board

The Board may terminate this Contract in whole or in part at any time by giving written notice to Contractor of such termination and specifying the effective date thereof, at least thirty (30) days before

the specified effective date. The Board shall compensate Contractor for Services satisfactorily performed through the effective date of termination.

ARTICLE X Termination for Default

The Board may, by written notice of default to Contractor, terminate the whole or any part of this Contract, if Contractor breaches any provision of this Contract, or so fails to make progress as to endanger performance of this Contract, and in either of these circumstances, does not cure the breach or failure within a period of five (5) days after receipt of notice specifying the breach or failure. In the event of termination for default, the Board may secure the required services from another contractor. If the cost to the Board exceeds the cost of obtaining the Services under this Contract, Contractor shall pay the additional cost. 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.

ARTICLE XI Disputes

Any differences or disagreements arising between the Parties concerning the rights or liabilities under this Contract, or any modifying instrument entered into under Article VIII of this Contract, shall be resolved through the procedures set out in the Regulations.

ARTICLE XII Contractor's Work Product

Unless waived in writing by the Contract Administrator, the Board shall retain ownership in and the rights to any reports, research data, creative works, designs, recordings, graphical representations or other works of a similar nature (hereinafter "Works") produced or delivered by Contractor under this Contract. Contractor agrees that the Works are "works for hire" and Contractor assigns all right, title and interest in the Works to the Board.

Any reports, information, data, etc. given to or prepared or assembled by Contractor under this Contract shall not be made available to any individual or organization by Contractor without the prior written approval of the Board. Provided, nothing in this Article may be used to violate the provisions of any Kentucky or Federal statute or regulation which requires reporting of information.

ARTICLE XIII Contract Administrator

The Board shall appoint a Contract Administrator for the purposes of daily administrative decision-making pertaining to the Contract. If Contractor and the Contract 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 Contract Administrator or the Contractor in the manner prescribed by the Regulations. If the Board fails to give notice to Contractor of the appointment of a Contract Administrator, the Contract Administrator shall be the Board's Chief Financial Officer.

ARTICLE XIV Right to Audit

The Board shall have the right to inspect and audit all accounting reports, books or records which concern the performance of the Services. Inspection shall take place during normal business hours at

Contractor's place of business. Contractor shall retain all records relating to the performance of this Contract for five (5) years after the end of the term of this Contract.

ARTICLE XV
Miscellaneous

- A. All Articles shall be construed as read, and no limitation shall be placed on any Article by virtue of its descriptive heading.
- B. 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. Notices shall be effective when received if personally delivered, or three days after mailing if mailed.
- C. 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.
- D. This Contract shall be governed and construed in accordance with the laws of the Commonwealth of Kentucky.
- E. No delay or omission by either Party in exercising any right under this Contract shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of this Contract.
- F. At all times during the term of this Contract, Contractor shall comply with the Family Educational Rights and Privacy Act of 1974. If Contractor has access to student records, Contractor shall limit its employees' access to those records to persons for whom access is essential to perform this Contract.
- G. If this Contract requires Contractor and/or any employees of Contractor 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 findings 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.
- H. Contractor shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Contractor or subcontractor for the duration of this Contract and shall reveal any final determination of a violation by the Contractor or subcontractor of the preceding KRS Chapters.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract to be effective as of June 9, 2021.

Contractor's Social Security Number or Federal Tax ID Number:

JEFFERSON COUNTY BOARD OF
EDUCATION

Focus Care Inc. dba FEV Tutor Inc.
CONTRACTOR

By: *M. Pollio*

By: *R. Patenaude* 5/19/2021

Title: Martin A. Pollio, Ed.D.
Superintendent

Title: Ryan Patenaude
Senior Vice-President

Cabinet Member: Dr. Carmen Coleman

(Initials)

Jefferson County Public Schools
**NONCOMPETITIVE NEGOTIATION
DETERMINATION AND FINDING**

1. An emergency exists which will cause public harm as a result of the delay in competitive procedures (Only the Superintendent shall declare an emergency.) —
State the date the emergency was declared by the superintendent: _____
2. There is a single source for the items within a reasonable geographic area —
Explain why the vendor is a single source: _____
3. The contract is for the services of a licensed professional, education specialist, technician, or an artist —
State the type of service: Targeted student one-to-one tutoring
4. The contract is for the purchase of perishable items purchased on a weekly or more frequent basis —
State the item(s): _____
5. The contract is for proprietary item(s) for resale: This can include the buying or selling of item(s) by students when it is part of the educational experience —
State the type(s) of item(s): _____
6. The contract is for replacement parts when the need cannot be reasonably anticipated and stockpiling is not feasible —
State the item(s): _____
7. The contract or purchase is for expenditures made on authorized trips outside the boundaries of Jefferson County Public Schools —
State the location: _____
8. The contract is for a sale of supplies at reduced prices that will afford Jefferson County Public Schools a savings (Purchase must be approved by Director of Purchasing) —
Explain the logic: _____
9. The contract is for the purchase of supplies which are sold at public auction or by receiving sealed bids —
State the items: _____

I have determined that, pursuant to K.R.S. 45A. 380, the above item(s) should be obtained by the Noncompetitive Negotiation Methods since competition is not feasible.

Staci Eddleman

Print name of person making Determination

Teaching & Learning
School or Department

Signature of person making Determination

Date

Focus Care Inc. dba FEV Tutor Inc.
Name of Contractor (Contractor Signature Not Required)

Requisition Number

Explanation of Noncompetitive Negotiation Methods can be found under K.R.S. 45A.380 and on page 15 in the Procurement Regulations

F-471-1

Revised 05/2011