

**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 The Hanover Research Council LLC (hereinafter "Contractor"), with its principal place of business at 4401 Wilson Blvd, 9th Floor, Arlington, VA 22203.

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:

Hanover Research will support JCPS by providing custom research services within the confines of a sequential research queue. JCPS will prioritize the research projects that form the basis of the research services as deemed appropriate. Research services may include but are not limited to: custom research reports; survey design, administration and analysis; interviews with industry/issue experts; secondary research; data analysis; and benchmarking (product/service comparison, key performance and efficiency metrics). In addition, 25 JCPS staff will have unlimited access to Hanover Digital Online Research Library, as well as other resources, such as the Hanover Digital Peer Generator and interactive toolkits during the agreement period.

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:	\$105,000
Progress Payments (if not applicable, insert N/A):	Upon receipt of itemized invoice
Costs/Expenses (if not applicable insert N/A):	N/A
Fund Source:	EV11217-0322

ARTICLE IV Term of Contract

Contractor shall begin performance of the Services on June 28, 2023 and shall complete the Services no later than June 27, 2024, 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. The Board shall not be entitled to a refund of amounts already paid in the event of a termination of convenience.~~

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 28, 2023.

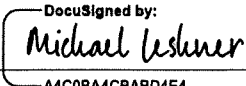
Contractor’s Social Security Number or Federal Tax ID Number:

JEFFERSON COUNTY BOARD OF
EDUCATION

By: _____

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

The Hanover Research Council LLC
CONTRACTOR

By:  _____
A4C0BA4CBABD4E4...

Title: Michael Leshner
Senior Managing Director of K-12
Education

Cabinet Member: Dena Dossett	_____ (Initials)
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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: see attached.

3. The contract is for the services of a licensed professional, education specialist, technician, or an artist —

State the type of service: _____

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.

Dena Dossett

Print name of person making Determination

Accountability, Research & Systems Improvement
School or Department

Signature of person making Determination

Date

Hanover Research Council LLC

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



April 2022

Sole Source Statement – Research

To Whom It May Concern:

Hanover Research is different from any other research service currently in practice because of its exclusive online portal, its proprietary data dashboards, and its subscription model for research delivery. All previously commissioned research (copyrighted materials) is housed in an online, searchable archive to its clients and Hanover Research provides access to a subscription-based, fixed-fee model that is distinct from the per-project pricing of traditional third-party research groups.

Clients receive continuous access to professional and certified researchers, an online library of previously commissioned studies, and proprietary dashboards compiled by institutional data, also known as Data Lab. Our researchers leverage customer and market data through several platforms – including Salesforce, Chmura, Qualtrics, HEP, Tableau, MarketSight, and Igloo – to summarize and analyze data and information. These platforms contain details that Hanover Research collects from its 1,000+ clients across all industry sectors including pharmaceutical, consumer products manufacturing, finance and insurance, education, healthcare, and approximately 20 other major areas. With this information, Hanover Research has developed proprietary methodologies and data assets that are unique to Hanover Research and our employees are the only individuals who have access to this data and information.

Hanover Research meets purchasing codes in many states since it produces and distributes copyrighted materials as the core of its service. The deliverables of Hanover Research are copyrighted reports in PDF, XCL, DOC formats that are the property of the company and are not to be distributed to any other organization. Each client is also provided access to our online education library, which contains 1,000+ original research studies completed on behalf of other higher education institutions.

To our knowledge, currently, no other firms exist that provide continuous, custom research at a fixed cost nor do any other firms offer access to the data assets and the archive of research currently available as a Hanover Research client. For these reasons, we have been named a "sole-source provider" by public, state-funded institutions across 48 states.

This outline should address any questions regarding Hanover Research's designation as a sole-source vendor. Please contact me directly if further clarification is required.

Regards,

Sid Phillips
Chief Growth Officer



4401 Wilson Boulevard, Arlington, VA 22203



202.559.0050



www.hanoverresearch.com



@hanoverresearch

Hanover Research

4401 Wilson Blvd, 9th Floor, Arlington VA 22203
Phone: (202) 559-0057 Fax: (202) 204-5802

Services Agreement

Order Form Information

Date	6/16/2023	Valid Until	6/30/2023
Quotation #	Q-03435	Prepared By	Jason Brotkin

Bill-to Information

Customer Name	Jefferson County Public Schools (KY)	Contact Name and Email	Dena Dossett dena.dossett@jefferson.kyschools.us
Billing Contact Name and Email	Dena Dossett dena.dossett@jefferson.kyschools.us	Address	P.O. Box 34020, Louisville, KY United States 40232-4020

Contact Information

Quantity	Description	Start Date	End Date	List Total	Discount	Discounted Price
2.00	K12 Custom Research Queue	6/28/2023	6/27/2024	\$115,000.00	\$10,000.00	\$105,000.00
If you have any questions concerning this quotation, please contact: Jason Brotkin jbrotkin@hanoverresearch.com 202-400-2502						\$105,000.00
Thank you for your business!						

Invoicing Schedule

Payment Due Date	Amount
7/27/2023	\$105,000.00

STANDARD TERMS & CONDITIONS:

1. This order form is made effective this day and shall remain valid until **6/30/2023** after which, if not accepted by the Client by signature below, it shall become null and void.
2. All prices are in US dollars.
3. Prices do not include taxes. Client shall be responsible for any applicable taxes. Please forward tax-exempt certificate for new Clients, as appropriate.
4. Failure to pay promptly will result in project postponement or suspension of service.
5. Client understands and agrees that there may from time to time be incidental costs not included in the Service Fee set forth above ("Additional Services"). Such Additional Services may include purchased database access, panel costs, survey incentives, translation costs, infographic development costs, postage/printing for mass mailings, etc. With prior written approval, Client agrees to pay for all such Additional Services to either Hanover or directly to such third-party vendor if requested. If Additional Services are estimated to cost exceed \$10,000, Client shall either (1) contract directly with the third-party vendor(s) for such Additional

Services, or (2) execute an additional order form stating the estimated fees and pre-pay to Hanover Research such estimated fees for the Additional Services prior to the project kick-off.

SPECIAL TERMS AND CONDITIONS:

Notwithstanding the client services online terms, the parties agree that this Agreement shall be governed by the laws of the State of Kentucky

This agreement "**Agreement**" between The Hanover Research Council LLC ("**Hanover Research**") and Client runs from the Effective Date to the End Date. Under this Agreement, Client has the authority to request research services on any topic (the "**Research Services**"), as well as the right to ask Hanover Research to expedite work of particular urgency. All Research Services are available to Client on a subscription basis within the confines of a sequential research queue, in that Hanover will perform up to one (1) Research Services project at a time, per queue purchased as noted in the Order Form. Client shall, in its discretion, prioritize the research projects that form the basis of the Research Services as it deems appropriate. Research Services may include but are not limited to: custom research reports; survey design, administration and analysis; interviews with industry/issue experts; secondary research; data analysis; and benchmarking (product/service comparison, key performance and efficiency metrics).


SIGNATURE:

Does Customer require a Purchase Order (PO)?

If Yes, please provide PO#:

This Order Form between The Hanover Research Council LLC ("Hanover Research") and **Jefferson County Public Schools (KY)** hereby incorporates by reference the following terms and conditions ("Client Services Terms - Education") that are available for review by Client online at:

(<http://www.hanoverresearch.com/client-services-terms-conditions-education/>) (collectively with any applicable Order Forms, the "Agreement"). Client's signature below shall be deemed its acceptance and acknowledgement of the Agreement. Each person signing this Order Form represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Order Form and the Agreement.

Client Name	Jefferson County Public Schools (KY)	Hanover Research	Hanover Research Council LLC
Client Signature		Hanover Research Signature	 A4C0BA4CBABD4E4...
Date Signed		Date Signed	6/16/2023