

CONTRACT

THIS CONTRACT is entered into this 1st day of November, 2026, by and between the **BOARD OF EDUCATION OF FAYETTE COUNTY, KENTUCKY**, 450 Park Place, Lexington, Kentucky 40511 ("Board") and Miller Transportation, 111 Outer Loop, Louisville, KY 40214 ("Second Party").

A. PARTIES:

The Board of Education of Fayette County, Kentucky, **Office of School Leadership** has established the need for **motor coach services** and has determined that this need cannot be met by existing district staff.

Miller Transportation provides motor coach services and has expertise as described herein.

B. PURPOSE:

The purpose of this contract is to improve the availability of **motor coach services**.

NOW, THEREFORE, for and in consideration of the mutual promises set out herein, it is hereby agreed by and between the parties hereto as follows:

1. The Second Party shall provide to all **Fayette County Public Schools**, as an independent contractor, motor coach services under the direction of **chief school leadership officer**.

2. The second party shall provide **motor coach services as needed for the remainder of the fiscal year**.

3. The Board agrees to pay the Second Party for the services provided in this contract the amount listed on each individual school invoice, with a total amount of all invoices not exceeding **\$175,000**.

4. The Second Party shall provide to the Fayette County Board of Education an invoice for services rendered under this contract and any agreed upon expenses to be reimbursed. Unless otherwise stated, travel and per diem shall be reimbursed based upon the district's current travel policies.

5. The Second Party is not debarred or suspended or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

6. This contract may be re-negotiated based upon, but not limited to, increases in services to participants. Any modifications shall be agreed to in writing and signed by both parties.

7. The staff providing services to the Board herein are employees of the Second Party and shall not represent to anyone that they are employees or agents of the Board.

8. Either party shall have the right to terminate this agreement at any time upon a fourteen (14) day written notice, either personally delivered or served by some form of return receipt mail evidencing delivery, to the other party.

9. Each of the parties agrees to comply with all applicable law concerning the performance of the provisions of this contract.

10. The Second Party certifies that it shall not discriminate in any of the services performed in connection with this contract or in any program or activity it operates on the basis of race, color, national origin, religion, age, creed, political affiliation, marital status, sex, or disabling condition.

11. The Second Party certifies that it has read and will comply with the Family Education Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g; 34 CFR Part 99).

12. Any contractor who is permitted access to school grounds on regularly scheduled and continuing basis pursuant to a written agreement for the purpose of providing services directly to a student or students as part of a school-sponsored program or activity must submit 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 ("CHFS") stating the contractor is clear to hire based on no finding of substantiated child abuse or neglect found through a background check of child abuse and neglect records maintained by the Cabinet for Health and Family Services. The required background checks and letter from CHFS must be submitted to the FCPS Human Resources Office prior to the beginning of work. Failure to comply with this statute will be considered a breach of contract and will subject the contract to cancellation without penalty.

13. KRS 45A.455 PROHIBITS CONFLICTS OF INTEREST, GRATUITIES, AND KICKBACKS TO EMPLOYEES OF THE BOARD OF EDUCATION IN CONNECTION WITH CONTRACTS FOR SUPPLIES OR SERVICES WHETHER SUCH GRATUITIES OR KICKBACKS ARE DIRECT OR INDIRECT. KRS 45A.990 PROVIDES SEVERE PENALTIES FOR VIOLATIONS OF THE LAWS RELATING TO GRATUITIES OR KICKBACKS TO EMPLOYEES WHICH ARE DESIGNED TO SECURE A PUBLIC CONTRACT FOR SUPPLIES OR SERVICES.

14. If any section, paragraph, or clause of this contract shall be held invalid by any court of competent jurisdiction, the invalidity of said section, paragraph, or clause shall not affect any remaining provisions herein.

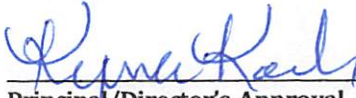
15. This contract is deemed to be made under and shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

16. Venue for any legal action filed concerning this contract shall be Fayette County, Kentucky.

17. This writing reflects the entire agreement between the parties. No change or modification of this Agreement shall be valid or binding upon the parties hereto, nor shall any waiver of any terms or conditions hereof be deemed a waiver of such terms or conditions in the future, unless such change, modification or waiver shall be in writing and signed by the parties hereto.

18. This agreement will be in effect from November 1, 2026, through June 30, 2027, unless terminated by either party as defined in Paragraph 8. The agreement may be renewed annually based upon evaluation of the effectiveness of the agreement in meeting the goals set forth herein and funding availability.

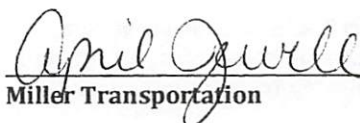
IN WITNESS WHEREOF, the parties have executed this contract the day, month, and year above written.


Principal/Director's Approval

9/20/26
Date

Dr. William Bradford, Interim Superintendent (Designee) Date
BOARD OF EDUCATION OF FAYETTE COUNTY
KENTUCKY


LEGAL IN: _____
CAB. IN: _____


Miller Transportation

9/15/26
Date

AWARD OF BIDS/PROPOSALS**1. RFP 27-26 Motor Coach/ Charter Bus Services****BACKGROUND AND RATIONALE:**

Schools use motor coach and charter bus services for travel for field trips. This RFP is used to create a list of approved vendors for these services. Proposals were evaluated and scored based on factors including pricing, references, experience, fleet size and policies and procedures. It is recommended to award the RFP to all vendors to allow enough options for schools for all field trips. The RFP includes the option to renew on an annual basis upon Board approval.

Key to Markings
Recommended Award
(Multiple award)

Vendor	Total
Taylor Motors Inc	870/1000 ###
Wombles Transportation Inc	820/1000 ###
Blue Grass Tours	790/1000 ###
Gold Shield VIP Coach Inc	755/1000 ###
Miller Transportation	670/1000 ###
Martin Motor Coach	650/1000 ###

Contract Term: October 1, 2026 and ending September 30, 2027 with the option to renew

PROPOSAL:

Item	Amount	Funding Source	Recurring/ Nonrecurring	Measurable Expected Impact and Timeline
Motor Coach and Charter Bus Services	Last year's expenditure was approximately \$763,780.00	Individual School Accounts	Recurring	2026/2027 school year

Funding Key: Individual School Accounts

STAFF CONTACT: Matt Moore, Purchasing

POLICY REFERENCE: KRS 45A.370

RECOMMENDATION: A motion is in order to:
"Award the contract to Blue Grass Tours, Wombles Transportation, Miller Transportation, Martin Motor Coach, Gold Shield VIP Coach Inc and Taylor Motors Inc."

THE GENERAL TERMS AND CONDITIONS, THE RFP DOCUMENT, AND A SUCCESSFUL OFFEROR'S RESPONSE CONSTITUTE THE FINAL CONTRACT/AGREEMENT BETWEEN FCPS AND OFFEROR. NO CONTRACT/AGREEMENT TERMS REQUIRED BY BIDDER WILL BE CONSIDERED BY FCPS THAT ARE NOT SUBMITTED WITHIN THE RESPONSE. A SUCCESSFUL OFFEROR UNDERSTANDS AND ACCEPTS THIS AS ESSENTIAL TO THE AWARD OF THE RFP. A SUCCESSFUL OFFEROR WHO SUBMITS ANY SUBSEQUENT DOCUMENT FOR FCPS TO ACCEPT/SIGN UNDERSTANDS AND AGREES THAT THIS WILL NOT BE CONSIDERED OR ACCEPTED BY FCPS.

FOLLOWING THE SUBMISSION OF A RESPONSE AND THE AWARD OF THE RFP SHOULD A SUCCESSFUL OFFEROR TAKE THE POSITION THAT AN ADDITIONAL DOCUMENT WITH ADDITIONAL TERMS IS REQUIRED FOR A SUCCESSFUL OFFEROR TO COMPLY WITH TERMS OF THE RFP, THE RFP AWARD SHALL BE CONSIDERED VOID AND OFFEROR MAY BE DEBARRED FROM FUTURE WORK WITH FCPS.

CERTIFICATE MUST BE EXECUTED BY OFFEROR/ PROPOSING FIRM

In compliance with this Request for Proposals (RFP), in consideration of the detailed description attached hereto and subject to all conditions thereof, the undersigned agrees, if this bid is accepted, to furnish any or all of the items and services upon which prices are quoted in accordance with the specifications listed herein.

Contractor agrees to furnish and deliver all items/services set forth or otherwise identified in document and on any additional sheets subject to the terms and conditions herein.

To be signed by offeror:

Company Name Miller Transportation Inc
Name April Jewell Title Charter Sales Manager
Signature April Jewell

Acceptance (to be signed if awarded contract)

Board of Education of Fayette County Kentucky

Superintendent

Date

