



FAYETTE COUNTY PUBLIC SCHOOLS

PURCHASING DEPARTMENT, ROOM 137
1126 RUSSELL CAVE ROAD
LEXINGTON, KY 40505
859.381.3885
www.fcps.net/bids

Request for Proposals Number and Title RFP 13-22 General Liability	Department Risk Management
Due Date/Time: March 10, 2022 by 2:00 PM Local Time (EST)	Term of Contract July 1, 2022 through June 30, 2023

FCPS now uses Vendor Registry for all of our Bids and RFPs. Any notifications, including amendments to bids, post bid award notices and future bid advertisements, will be made through Vendor Registry. Please register as a vendor by following the link at www.fcps.net/bids and keep your profile updated to insure you are up to date on all FCPS Bids. You must follow the link above in order to not be charged by Vendor Registry.

Firm Name

Address _____
City/State/Zip

Telephone/Fax _____
Email

_____/_____/_____ **or** _____/_____
Social Security Number **Employer Identification Number**

RFP DOCUMENTS AND A SUCCESSFUL OFFEROR'S RESPONSE CONSTITUTE THE FINAL CONTRACT/AGREEMENT BETWEEN FCPS AND OFFEROR. NO CONTRACT/ AGREEMENT TERMS REQUIRED BY OFFEROR 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

In compliance with this Request for Proposals, in consideration of the detailed description attached hereto and subject to all conditions thereof, the undersigned agrees, if this proposal is accepted within the time stipulated above, to furnish any or all of the items/services upon which prices are quoted in accordance with the specifications applying at the price set opposite each item.

Offeror 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.

Date _____

Company Name: _____

Name _____ Title _____

Signature _____

General Conditions of Bidding

1. Offerors are advised that any contract resulting from this RFP must comply with all applicable provisions of KRS 45A and other statutes and policies noted in this RFP.
2. Model Procurement Regulations adopted by the Fayette County Board of Education shall be deemed incorporated by reference in these specifications as though quoted fully herein.
3. The Fayette County Board of Education (Board) implemented revised procedures as of July 1, 2016 for the submittal of bids and proposals. In all Fayette County Public School (FCPS) bidding procedures, all potential offerors that will be using subcontractors are to engage in specifically defined efforts with the Department of Economic Development to include minority-owned, women-owned and veteran-owned business contractors, subcontractors, vendors and suppliers.
4. FCPS Department of Economic Development is available to assist and provide a listing, upon request, of certified minority-owned, women-owned and veteran-owned business enterprises (MWVBE). For assistance in locating capable MWVBE subcontractors, follow this link to the FCPS Economic Development and Supplier Diversity MWVBE website: <https://www.fcps.net/domain/2286>. Offerors may use other properly certified MWVBE subcontractors as long as proper certification is provided.
5. When line item pricing is requested, prices must be stated in units of quantity as specified and extended in total column for each item and/or lot. Proposal prices must include transportation and delivery/service to the warehouse or building as specified.
6. To receive consideration bids must be received online through Vendor Registry prior to time designated in this invitation. None shall be accepted thereafter.
7. An officer or member of the bidding firm authorized to legally bind the firm must sign the bid/proposal.
8. The Board of Education reserves the right to accept any bid, to reject any or all bids, to waive any irregularities or informalities in bids received where such acceptance, rejection or waiver is considered to be in its best interest. The Board of Education reserves the right to award by item, combination of items or lot. The Board of Education also reserves the right to reject any bid where evidence or information submitted by the bidder does not provide satisfactory proof that the bidder is qualified to carry out the details of the contract.
9. By submitting a proposal in response to this RFP, the respondent accepts the evaluation process and methodology, as well as acknowledges and accepts that the determination of "the most qualified and capable" firm(s) will require subjective judgments by the Fayette County Board of Education.
10. Proposals are effective for sixty (60) days from date of closing unless otherwise specified in conditions of bidding and general specifications.

11. Manufacturer's catalog numbers, trade names, etc., where shown herein are for descriptive purposes to guide the offeror in interpreting the standard of quality, design and performance desired, and should not be construed to exclude proposals based on furnishing other types of materials or service. However, any substitution or departure proposed by offeror must be clearly noted and described. Otherwise it is understood that offeror intends to supply items specifically mentioned in this RFP. **FCPS reserves the right to determine if materials offered are the type and quality required.**
12. Samples requested must be furnished free of expense to the Board. If not destroyed or consumed in testing or evaluating, or required in connection with the award, samples will upon request be returned at offeror's expense. Right is reserved to mutilate or destroy any samples if considered necessary for testing purposes.
13. If awarded an order or contract, offeror agrees to protect, defend and save harmless The Board from suits or demands for payment that may be brought against it for the use of any patented materials, process, article or device that may enter into the manufacture, construction or form a part of the work covered by either order or contract. Offeror further agrees to indemnify and save harmless The Board from suits or actions of every nature and description brought against it for, or on account of injuries or damages received or sustained by any party or parties by, or for any acts of the offeror, his servants or agents.
14. **The Board is not required to pay federal excise taxes or Kentucky Sales and Use Taxes.** Proposals must be priced accordingly and reflect no sales tax to FCPS.
15. Offerors remain liable for applicable taxes on construction and/or furnish-and-install contracts for FCPS. Adjustments and allowances for any applicable taxes shall be provided for in the bid amount. Later adjustments to the Contract Sum shall not be permitted and/or made on this basis by FCPS.
16. Parties to this agreement are solely responsible for costs incurred in fulfilling obligations under this agreement unless otherwise provided in this agreement. No party shall have any claim against the other party for reimbursement of such costs, unless said costs are attributable to enforcing compliance under this agreement or seeking redress from the other party's default under this agreement.
17. If any section, paragraph or clause of this contract is held invalid by any court of competent jurisdiction, the invalidity of said section, paragraph or clause shall not affect any remaining provisions herein.
18. This contract is made under, governed by and construed in accordance with the laws of the Commonwealth of Kentucky.
19. Venue for any legal action filed concerning this contract is Fayette County, Kentucky.

20. Parties shall not discriminate in any of the services performed in connection with this contract on the basis of race, color, national origin, sex, genetic information, disability, religion, age, political affiliation, sexual orientation or gender identity.
- 21. K45A.455 PROHIBITS CONFLICTS OF INTEREST, GRATUITIES AND KICKBACKS TO EMPLOYEES OF THE BOARD IN CONNECTION WITH CONTRACTS FOR SUPPLIES OR SERVICES WHETHER DIRECT OR INDIRECT.**
- 22. KRS 45A.990 PROVIDES SEVERE PENALTIES FOR VIOLATIONS OF LAWS RELATING TO GRATUITIES OR KICKBACKS TO EMPLOYEES DESIGNED TO SECURE A PUBLIC CONTRACT FOR SUPPLIES OR SERVICES.**
23. This writing, along with the responsive proposal, reflects the entire agreement between the parties. Changes or modifications of this Agreement shall be invalid or nonbinding 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 is in writing and signed by the parties hereto.
- 24. This Request for proposal, along with proposal submitted, if accepted by the Board shall constitute the entire agreement. In the event of a conflict between the terms of the Request for Proposal and the proposal, the terms in the Request for Proposal shall apply. The Board shall NOT CONSIDER contracts or agreements submitted separate from or subsequent to RFP. Any and all terms considered integral to the proposal submitted must be included in or with the proposal document.**
25. Any addendums or updates to the RFP will be posted on [Vendor Registry](#). It is the offeror's responsibility to check the website for any updates.
- 26. To be eligible for a contract consideration with FCPS, all companies with nexus in Lexington, Kentucky must be current on all filings and payments of Occupational License and Net Profits Tax for Schools. If it is determined that you are not current on all filings and payments, your bid may be rejected or your contract canceled for noncompliance. For additional information regarding the Occupational License Tax, please visit our website at www.fcps.net/tax.**
27. All responses to this RFP become the exclusive property of FCPS. All proposals received in response to this RFP become a matter of public record and shall be regarded as public records, with the exception of, as required by KRS 61.878(1)(c)(1), those elements in each bid which are defined by the offeror as business or trade secrets and plainly marked as "Confidential," "Trade Secret," or "Proprietary." FCPS shall not in any way be liable or responsible for the disclosure of any such proposal or portions thereof if they are not plainly marked as "Confidential," "Trade Secret," or "Proprietary" or if disclosure is required under Kentucky Revised Statutes Chapter 61. Any proposal which contains language purporting to render all or significant portions of the proposal "Confidential," "Trade Secret," or "Proprietary" may be regarded as non-responsive. Although KRS 61.878(1)(c)(1) recognizes that certain confidential trade secret information may be protected from disclosure, FCPS may not accept or approve that the information that a offeror submits is a trade secret. If a request is made for

information marked “Confidential,” “Trade Secret,” or “Proprietary,” and FCPS does not believe that the information is a trade secret, FCPS shall provide the proposer who submitted the information with reasonable notice to allow the proposer to seek protection from disclosure by a court of competent jurisdiction.

28. To meet Kentucky Revised Statutes 45A.430 and 45A.435 purchase orders for construction that are issued that are under \$25,000.00 will not require a bond. Purchase Orders issued that exceed \$25,000.00 will require the contractor to bond. No work shall begin until the offeror has a FCPS issued Purchase Order in hand and has delivered the required Performance and Payment bond to the Department that issued the Purchase Order.
29. The offeror agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. 7401 et seq. The Offeror agrees to report each violation to the USDA and the appropriate EPA Regional Office.
30. The Offeror agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq. The Offeror agrees to report each violation to the USDA and the appropriate EPA Regional Office.
31. The bidder certifies that it has read and will comply with the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99)

32. Suspension and Debarment

The Offeror understands that a contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.”

By signing and submitting its bid or proposal, the offeror or proposer certifies as follows:

The certification in this clause is a material of fact relied upon by FCPS. If it is later determined that the offeror or proposer knowingly rendered an erroneous certification, in addition to remedies available to FCPS, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The offeror or proposer agrees to comply with the requirements of 2 CFR 180.220 while this offer is valid and throughout the period of any contract that may arise from this offer. The offeror or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

33. A debriefing may be available for any entity that submitted a proposal or bid in response to a solicitation (“Offeror”). Debriefing shall be requested in writing by the unsuccessful Offeror within ten (10) business days of the FCPS publicly releasing the identity of the purported winner of the competition, by posting the notice of contract award on the FCPS approved procurement website. An unsuccessful Offeror’s written request for a debriefing shall be submitted to the purchasing officer.

34. Purchases by other Kentucky Government Entities:

Any government entity in Kentucky shall have the option of making purchases from a contract executed under this RFP when such actions are agreed to by the awarded vendor(s). FCPS will not be responsible for payment of any purchases by another government entity.

35. State law requires a contractor that is providing services to students on a regularly scheduled and continuing basis to submit to a 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 the individual is clear to hire based on no findings 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.

Prior to the provision of services by any contractor/sub-contractor, contractor agrees to obtain and submit a current KY State Police and FBI background check and a have a letter provided by the Cabinet for Health and Family Services Child Abuse and Neglect per KRS160.380. The provider will contact the FCPS Human Resources Department Application Center to initiate this process or submit these documents if obtained elsewhere. A fee of \$40 for the State/FBI check and \$10 for the Child Abuse and Neglect letter will apply and the cost will be the responsibility of the contractor when having FCPS run the reports. This fee can be paid via check or money order made out to Fayette County Public Schools. Existing background checks within one year will be accepted, with the approval from FCPS Human Resources department. If there is a break in service, a new background check must be completed.

Purchases by FCPS Food Service

36. “Domestic Commodity or Product” are defined as an agricultural commodity that is produced in the United States and a food product that is processed in the United States using substantial agricultural commodities that are produced in the United States.
37. “Substantial” means that over 51% of the final processed product consists of agricultural commodities that were grown domestically.
38. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as territories of the United States.
39. The Buy American provision (7 CFR Part 210.21 (d)) is one of the procurement standards SFAs must comply with when purchasing commercial food products served in the school meals programs.
40. Buy American: Schools participating in the federal school meal programs are required to purchase domestic commodities and products for school meals to the maximum extent practicable. Domestic commodity or product means and agricultural commodity that is produced in the US and a food product that is processed in the US substantially (at least 51 percent) using agricultural commodities that are produced in the US.

41. Federal regulations require that all foods purchased for Child Nutrition Program be of domestic origin to the maximum extent practicable. While rare, two (2) exceptions may exist when:
42. The product is not produced or manufactured in the US in sufficient, reasonable and available quantities of a satisfactory quality, such as bananas or pineapple; and
43. Competitive proposals reveal the cost of a domestic product is significantly higher than a non-domestic product.

44. All products that are normally purchased by Distributor as non-domestic and proposed as part of this solicitation must be identified with the country of origin. Distributor shall outline their procedures to notify School when products are purchased as non-domestic.
45. Any substitution of a non-domestic product for a domestic product (which was originally part of a solicitation), must be approved, in writing, by the Food Service Director, prior to the delivery of the product to the School. Any non-domestic product delivered to the School, without the prior, written approval of the Food Service Director, will be rejected.

46. Distributor must affirm their willingness to assert their best and reasonable efforts to ensure compliance with this federal rule.

Special Conditions

1. All questions must be submitted in writing by emailing matthew.moore@fayette.kyschools.us or submitting question through Vendor Registry no later than the deadline listed in the anticipated timeline on Page 15.
2. Proposals may be submitted through the Vendor Registry portal, by email to matthew.moore@fayette.kyschools.us or be delivered to:

FCPS Purchasing Department
1126 Russell Cave Road, Rm 137
Lexington, KY 40505

Proposals may be returned by United States Postal Service, hand delivered or by any commercial carrier. Please note the Purchasing office is in a separate building from the district mail room and there could be a delay in getting responses sent by mail. It is not recommended to overnight responses as they may not arrive by the deadline. **It is the company's responsibility** to ensure the proposal arrives at the specified location by the date and time of the closing of proposals. Proposal should not be addressed to a specific person. **The FCPS Purchasing Office is closed and does not accept mail, commercial carriers or hand delivered proposals on weekends and Holidays. Regular hours are 7:00AM to 3:30PM Eastern Time.**

Proposals may also be submitted online at Vendor Registry or by emailing the proposal to matthew.moore@fayette.kyschools.us. If emailing please include the RFP number and title in the subject indicating it is an official proposal for the RFP. The file shall be a PDF file and not an active link. It is recommended if submitting proposals through Vendor Registry or by email that time is allowed for the upload of the document. Electronic submissions that are late due to poor internet connection or technical difficulties related to the Vendor Registry portal shall not be considered. It is recommended that digital responses be submitted early enough to avoid these type of issues. **It is the company's responsibility** to ensure the proposal has been received by the date and time of the closing of proposals.

3. Late proposals

Any proposals received after the due date and time listed on the cover page shall be considered a late proposal. A late proposal shall not be considered for award except under the following conditions only:

- 3.1. The proposal was sent by mail and it is determined by the Purchasing Department that the late receipt was due solely to the mishandling by FCPS after receipt at the address specified in the solicitation.
- 3.2. If an emergency or unanticipated event or closing interrupts or suspends normal FCPS business operations so that proposals cannot be received at the FCPS Purchasing Office by the due date stated on the cover page, the due date/time specified will be deemed to be

extended to the same time of day specified in the solicitation on the first work day on which normal FCPS business operations resume.

- 3.3. The official time used for receipt of proposals is the satellite clock located in the conference room 131 where bid openings are regularly held. This clock is connected by satellite to be the official time of the United States as determined by the National Institute of Standards and Technology (NIST) and U. S. Naval Observatory (USNO).
4. **There will not be a public bid opening. Results of the RFP will be sent out upon award.**
5. **Contract is effective with a preferred beginning date of July 1, 2022 through June 30, 2023.** Contract may be renewed for four additional one (1)-year terms, up to a total of five (5) years subject to approval of both The Board and successful offeror. Contract prices and discounts shall remain in effect for the entire contract and any agreed upon contract extensions, however additional discounts and/or special pricing are encouraged and may be accepted when consistent with other terms and conditions of the contract. If contract prices are changed during the renewal, offeror must provide new pricing and include sufficient reasoning for the price increase at least 60 days prior to the expiration of the contract.
6. **Fuel Surcharges and other similar charges are not permitted**
7. **Past Offeror Performance may be considered in the award of this Contract. Offerors with a record of poor performance with the school district in the last 24 months may be found non-responsible and ineligible for award.**
8. The RFP shall be awarded **to the responsible and responsive offeror(s) as defined in KRS 45A.345, providing the best value. RFP may be awarded to multiple offerors if in the best interest of the district.** In determining the best value, the following criteria shall be considered:
 - Technical Proposal – 100 points**
 - **40 Points - Proposed work plan, customer service philosophies and coverage features**
 - **30 Points - Cost**
 - **5 Points – Prior experience, qualifications of personnel, and demonstrated competence and technical ability**
 - **5 Points – Demonstrated ability to work effectively with elected officials, management, employees and employee organizations**
 - **5 Points – Demonstrated ability to communicate effectively in non-technical, easy understood language both in written form and verbally**
 - **5 Points – Working familiarity within the context of the governmental agencies and public-school systems**
 - **5 Points – References from three clients**
 - **5 Points – Overall effectiveness of response to the RFP**

9. Prices quoted must have decimal point located in the correct position to separate dollars from cents. Bid prices where the decimal point is omitted shall be calculated as dollar amounts.
10. RFP may be awarded based on initial offers/proposals and competitive negotiation may not be used. Fayette County Public Schools reserves the right to award a contract(s) based on individual tasks as outlined in the Scope of Work or in its entirety.
11. Erasures or the use of typewriter correction fluid on proposal forms are unacceptable and may result in rejection of the proposal. Prior to submission or openings, errors may be crossed out, corrections entered and initialed by the person signing the proposal.
12. Modifications, additions or changes to the terms and conditions of this solicitation may be cause for rejection of the proposal. Offerors are requested to submit proposals on FCPS official forms. Proposals submitted on company forms may be rejected.
13. Successful offeror shall make provision for supplying PO numbers as part of any invoice issued to FCPS as a result of RFP award.
14. Payments for bid items are normally approved at the regularly scheduled meeting of the Board on the fourth Monday of most months provided bid items and invoices are properly received by the first Monday of the month. However, payments may be made early to take advantage of cash discounts offered provided the taking of such discounts is advantageous to FCPS.
15. Sole proprietors or partnerships must supply Taxpayer Identification Numbers with proposal. Corporations are excluded from this requirement.
16. Successful offerors shall provide two (2) copies for Safety Data Sheet (SDS) on material covered by OSHA Standard 1910.1200 upon request as a condition of purchase.
17. It is the policy of the Board that no asbestos-containing materials are to be purchased by the school system, supplied by any person supplying to the school system, or installed in or on school property by any person performing work for the school system. Furthermore, all products marked "May Contain Mineral Fibers" will be presumed to contain asbestos unless the manufacturer provides written certification or Safety Data Sheet (SDS) that no asbestos fibers are present in the product and identifies the fibers for which the product is marked or the supplier presents valid analysis data from an NVLAP-or AIHA-certified laboratory that the material does not contain asbestos.
18. If there is a conflict between the terms of this document and any document submitted by the offeror the RFP document takes precedence.
19. Offeror agrees to abide by any reasonable request made by FCPS Administration regarding implementation of this contract.
20. FCPS reserves the right to cancel contract if in the staff's opinion the offeror's work is unsatisfactory, their ability to meet completion schedules is unsatisfactory or billing is found

to be excessive for work performed. Offeror may terminate the contract if FCPS fails to meet the specified payment terms.

21. Termination for Default

Either the Purchasing Agent or the Superintendent, as the case may require, may make a written determination that a contractor is in breach of any of the terms and conditions of an existing contract. Said determination shall state that the contractor shall have a period of five (5) working days within which to cure the breach. A copy of said determination shall be filed in the contract file and another copy of said determination shall be forwarded to the contractor in breach of the contract.

Upon receipt of said determination the contractor shall make all good faith efforts to comply with all terms and conditions of the contract and to cure the breach. Alternatively, the contractor may submit a written statement admitting default in breach of the contract. At such time the contract shall be deemed immediately terminated and all rights and obligations there under shall be terminated.

Upon receipt of the contractor's admission of default and breach or upon the contractor's failure to cure said breach within five (5) working days of the issuance of the written determination, FCPS shall procure a substitute contractor which shall operate under the remainder of the existing contract breached by the contractor. The original contractor shall be liable for any and all excess costs incurred in the procurement of the substitute contractor.

22. 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.

23. Successor in Interest or Contractor Name Changes

No assignment of this contract without specific, written pre-approval of FCPS. Failure to get this written, pre-approval by FCPS shall VOID the assignment and the contractor on this contract shall remain responsible for continued compliance with terms of this RFP/response.

24. Offeror Initiated Requirements

Requirements that the offeror has or shall need if awarded the contract must be provided as part of the proposal response.

25. **Additionally, offeror shall provide documents necessary to initiate a contractual relationship between the offeror and FCPS.** Conflicts that exist with the content of this RFP, board policy or regulation and offeror-initiated requirements may result in the rejection of the proposal.

26. **Consumption of alcohol or drugs or being under the influence of alcohol or drugs, use of tobacco products or possession of firearms while on a job for FCPS by any worker is strictly prohibited. Any contractor, subcontractor or person working for the contractor or subcontractor who violates rules regarding alcohol, drugs, tobacco products or**

firearms is subject to immediate removal from the job site. Violation of rules is considered a breach of contract between the contractor and FCPS and may lead to the termination of said contract FOR CAUSE by FCPS.

27. FCPS does not discriminate on the basis of sex in the educational programs or activities that it operates and is required by Title IX of the Education Amendments of 1972 (P.L. 92-318) to not discriminate in such a manner. Further, FCPS does not discriminate on the basis of disabling condition, in treatment, admission or access to, or employment in its programs or activities as required by the Rehabilitation Act of 1973 (P.L. 93-112), as amended, Section 504. Nor does FCPS discriminate on the basis of race, color, national origin, sex, genetic information, disability, religion, age, political affiliation, sexual orientation or gender identity in the education programs or activities it operates.

28. Offeror must furnish all necessary insurance such as:

**Workers' Compensation and Employer's Liability
Public Liability \$1,000,000.00 minimum
Property Damage \$1,000,000.00 minimum.**

A Certificate of Insurance should be included with proposal.

CHECKLIST OF ITEMS TO INCLUDE WITH PROPOSAL SUBMISSION

- _____ Cover page completed
- _____ Name and signature on Page 2
- _____ Taxpayer Identification Number (if not a Corporation)
- _____ Technical Proposal
- _____ References
- _____ Cost Proposal
- _____ Resident Bidder Affidavit if declaring Resident Bidder Status
- _____ Supplier Diversity Program Contract Forms (If applicable)
- _____ Documentation of Good Faith Efforts (If applicable)
- _____ Completed W9 form
- _____ Proof of Insurance

Does your company allow EFT? Yes _____ No _____

If yes please send a completed EFT Authorization Form to our Accounts Payable Department upon award of bid.

Thank you for providing this information:

1. Yes I am a minority owned business. Certified Not Certified
 No If “yes” please identify type:
African American Hispanic American
Asian Pacific Islander Native American

2. Yes I am a woman owned business. Certified Not Certified
 No

3. Yes I am a veteran owned business. Certified Not Certified
 No

If “yes” and certified please include a copy of certification.

4. Yes I am current employee of the Fayette County Public Schools or a retiree of any
 No KY School District?

TIMELINE

Date	Event
February 1, 2022	Release RFP
February 18, 2022	Deadline for RFP questions
March 1, 2022	Deadline for FCPS to respond to questions and post responses
March 10, 2022	Proposals due
March 14-16, 2022	Evaluation of proposals
April 25, 2022	FCPS Board meeting for approval of contract
July 1, 2022	Preferred Contract start date

SCOPE OF WORK

Fayette County Public Schools, a public school district in Lexington, Kentucky serves approximately 43,000 students and approximately 8,000 staff and faculty.

1. The Named Insured in the policy shall read: **The Board of Education of Fayette County, KY.**
2. The Board is seeking liability coverages effective July 1, 2022 to until June 30, 2023 as outlined on page 19 of this RFP “Additional Information”. If mutually agreed to by both parties the contract may be renewed in one (1) year increments up to four (4) additional years with the option of up to a total of five (5) years.
3. Each proposal must be accompanied by a specimen policy, including all pertinent endorsements. Insurance shall be in accordance with Kentucky Revised Statutes (KRS) and Kentucky Administrative Regulations (KAR) covering same, including those promulgated by KDE and the Kentucky Office of Insurance (KOI). Policies must be approved by KOI.
4. The insurer agrees to a guaranteed annual rate. For consideration of extension, the insurance company must notify the Insured of any rate increase or change in terms or conditions **in writing at least ninety (90) days prior to policy expiration.** Furthermore, the insurer shall provide the Insured a **ninety (90) day written notice of cancellation or non-renewal during the contract period,** except for nonpayment of premium. It is understood and agreed that any additions and/or amendments added by the Board will be automatically covered for a period not less than ninety (90) days. Upon notification rate and premium charges shall be based on the formula used in the existing policy.
5. Insuring company must be authorized to transact business in the state of Kentucky in accordance to KDE and KOI and must have a general policy holder’s rating of “A-“ to “A+” and a financial size category of at least “Class XIII” as listed in the latest published

report of the Alfred M. Best Insurance Guide. Self-insurance pools shall be of sufficient size and financial strength to service the account.

6. Fayette County Public Schools has its own police force. We have 70 sworn police officers with arrest powers. Each officer carries his/her own weapon.
7. Current policy limits of \$6 million, inclusive of a \$100,000 SIR, are provided by underlying and excess coverage.
8. Claims are currently handled by a third-party administrator. This is not part of the RFP and TPA services could be bid later.
9. Current loss runs are included as an addendum.
10. It is the agents responsibility to do their due diligence to insure policy coverage is equal to or greater than current policy.

Liability Check Sheet, page one of two

Does your policy cover the following items? Please check the appropriate box and explain any limitations on coverage. This document is for comparison purposes and does not take the place of the Coverage Document nor does it reflect all exposures of the School District nor insurance coverages that are required or expected to meet the coverage needs of FCPS.

Carrier:			
Coverage Period:			
Coverage Provided	YES	NO	LIMITATIONS
Bodily Injury Liability			
Property Damage			
Combined Limits of Liability – CGL Occurrence Form			
Mental Anguish/Mental Injury			
Medical payments for students, volunteers			
General Liability Deductible or SIR			
Criminal Defense (if exonerated)			
Sexual Abuse/molestation -Alleged Abuser -Board/Superintendent or other insured			
Trampolines			
Scuba Diving, mountain climbing, white water rafting and survival camps			
Coverage included for Equine Management Program exposures (see additional information in RFP – The Stables)			
Coverage for Locust Trace AgriScience Center (see additional information in RFP)			
Corporal Punishment			
Lessor of Premises			
Lessor of leased equipment			
Incidental Medical Malpractice Liability			
Personal Injury (Libel/Slander)			
Damage to Professional Reputation			
Employee Benefits Liability			
Terrorism Liability			
Law Enforcement Liability			
Law Enforcement Liability Deductible or SIR			

Liability Check Sheet, page two of two

Does your policy cover the following items? Please check the appropriate box and explain any limitations on coverage. *This document is for comparison purposes and does not take the place of the Coverage Document nor does it reflect all exposures of the School District nor insurance coverages that are required or expected to meet the coverage needs of FCPS.*

Carrier:			
Coverage Period:			
Coverage Provided	YES	NO	LIMITATIONS
District consent required to settle			
Mental anguish/mental injury			
Race/National origin discrimination in enrollment, education or extra-curricular activities			
Failure to integrate or desegregate schools			
Claims arising under ERISA			
Claims arising from Employee Benefit Plan			
Sexual Abuse/Molestation			
Negligent hiring, retention or supervision of employee who commits sexual molestation			
Sexual harassment of employee			
Sexual harassment of student			
Suits brought by governmental entity			
Retaliation Claims			
Claims arising from Workers Adjustment & Retraining Act (W.A.R.N.)			
Discrimination against employee			
Wrongful termination of employee			
Reorganization or downsizing of more than 5% of employees in 30-day period			
School Closing			
Breach of written or oral employment contract			
EEOC and other administrative hearings to address employment discrimination complaints			
Special education due process hearings			
504 Hearings			
504 Hearing Officers			
Temporary employees			
Removal proceedings by State Board against superintendents or board members			

ADDITIONAL INFORMATION

The Board of Education of Fayette County, KY is seeking proposals of insurance in response to this RFP that are equal to, or enhanced upon, current coverage held by the School District as described below:

Fayette County Public Schools currently has policies in place for the term 7/1/21 to 7/1//22 as follows:

Carrier: Lloyds of London – 100% Brit Syndicate 2987 Ambridge Public Entity

General Liability – Primary Limits of \$4,900,000 per occurrence and Annual Aggregate

Including Sexual Harassment Liability limits of \$4,900,000 per occurrence and Annual Aggregate

General Liability provides limits in addition to a Self-Insured Retention - \$100,000

Law Enforcement Liability – Primary Limits of \$4,900,000 per occurrence and Annual Aggregate

Including Sexual Harassment Liability limits of \$4,900,000 per occurrence and Annual Aggregate

Law Enforcement Liability provides limits in addition to Self-Insured Retention - \$100,000

Employee Benefits Liability – Primary Limits of \$4,900,000 per claim and Annual Aggregate

Retroactive Date of Claims Made Coverage: July 1, 2003

Employee Benefits Liability provides limits in addition to Self-Insured Retention - \$100,000

School Leaders Errors and Omissions Liability – Primary Limits of \$4,900,000 per claim and Annual Aggregate

Retroactive Date of Claims Made Coverage: July 1, 2003

Including Employment Practices Liability limits of \$4,900,000 per claim and Annual Aggregate

Retroactive Date of Claims Made Coverage: July 1, 2003

Including Sexual Harassment Liability limits of \$4,900,000 per claim and Annual Aggregate

Retroactive Date of Claims Made Coverage: July 1, 2003

Coverages described above provide limits in addition to a Self-Insured Retention - \$100,000

Sexual Abuse Liability – Primary Limits of \$4,900,000 per claim and Annual Aggregate

Retroactive Date of Claims Made Coverage: July 1, 1992

Excess Liability policy - Carrier is Lloyds of London – 70% Brit Syndicate 2987, 15% Brit Syndicate 2988 and 15% Syndicate K11 1618 for all coverages listed above except Law Enforcement Liability and Sexual Abuse Liability. Limits of \$1,000,000 are follow form of underlying coverages including any stated retroactive dates of claims made coverages. SIR applies to underlying coverages and no additional SIR applies.

Excess Liability policy – Carrier is Kinsale Insurance Company. Coverage is provided as Follow Form over underlying coverage described above and provided by primary Lloyds of London policy. Coverage provided is \$1,000,000 per occurrence and Annual Aggregate. SIR applies to underlying coverage and no additional SIR applies

Terrorism Risk Insurance as defined in the US Terrorism Risk Act of 2022 as amended (TRIA) is included.

Total Student Enrollment: K-8 31,714 High School 11,404 Vocational School included w/HS Pre-School/Head Start 1,300

Employees, by Classification for 2021-2022:

	FT	PT	Other	Contract Position (Y or N)
Certified Teachers	3550	81	21	
Non-Certified Teaching staff (Para educators)	689	29	151	
Attorneys	1			
Coaches/Athletic Trainers		256		N
Nurses	1			
Psychologists	34	2		
Social Workers	43	1		
Speech Therapists	44	8		
Physical Therapists	5			
Occupational Therapists	23			
Law Enforcement Officers - Armed <u>70</u> Unarmed <u> </u>	74	3		
School Resource Officers (SRO) - Armed <u> </u> Unarmed <u> </u>	0			
Bus Drivers	281	14		
All other employees NOT included in the above listed categories	1850			

TOTAL NUMBER OF ALL EMPLOYEES 7,132

Locust Trace AgriScience Center

Lexington, Kentucky



About the School

Locust Trace AgriScience Center is the newest career and technical high school in Lexington, Kentucky, with energy and environment being key factors in the facility design and agriculture being the educational focus. Locust Trace features spacious classrooms with adjoining labs, 6.5 acres for gardening, a state-of-the-art greenhouse with an aquaculture area for raising fish, a soaring auditorium with a garage door for bringing in livestock and machinery, an expansive equine barn and arena and an on-site veterinary clinic. Students study in one of seven pathways.

The school is designed to be net-zero in energy through the use of photovoltaic solar panels and net-zero in waste disposal through constructed wetlands. The school is also minimally hooked up to water municipalities. All rain water is collected from the classroom building and the equine barn/arena for crop irrigation and livestock watering. An on-site well backs up the rainwater collection system in case of a drought. Sustainable agriculture is a focus in all programs.

School's History

In 2005, the first thoughts arose of expanding the horticulture program in Fayette County Public Schools. Review of student interest through the Individual Learning Plan (ILP) and surveys in the local schools supported the idea. Officials researched the possibilities on the campus of Eastside Technical Center, including possible renovations there. As the dream began to take on life, many in the agricultural community expressed their support for such a project.

After several years of research and development, an opportunity to acquire property through the federal government resulted in a formal written proposal to the U.S. Department of Education and the Federal Public Benefit Program (FPBP), resulting in the school district's acquiring 82 acres of prime real estate at no cost. As a result of this most generous donation and creative architectural design team, Locust Trace

AgriScience Farm (LTAF) was developed -- opening in 2011. The name changed to Locust Trace AgriScience Center (LTAC) in September 2014.

This facility leads the way in our district by pursuing net-zero energy usage and sitting lightly upon the land. This campus provides students a rare opportunity to research the impact people can have on the natural land and the animals that inhabit the untouched areas. Migratory patterns and habitats are closely monitored while impact on soil, vegetation, and underground water tables are studied. Use of photovoltaic cells, wind energy, smart design, and monitoring allow students to take ownership in the net-zero vision for the campus.

Highlights

- "Green Collar" education site
- National Green Ribbon School (2013)
- EnergyStar compliant
- Design that meets LEED (environmental) gold standards
- Minimal carbon footprint, e.g. planting trees for balance after construction

Ag Engineering at Locust Trace

The Ag Engineering Institute is built on the application of concepts in engineering, hydraulics, pneumatics, electronics, power, structures, and controls to the field of agriculture. Students design agricultural structures as well as machinery and equipment, while utilizing safe practices of operation and maintenance.

Animal Science Systems

The Animal Science Institute at Locust Trace focuses on the scientific principles that underline the breeding, care, and management of agricultural animals, and the production, processing, and distribution of agricultural animal products. This includes developing better, more efficient ways of producing and processing meat, poultry, eggs and dairy products, as well as studying genetics, nutrition, reproduction, growth and development of animals.

Students at Locust Trace may choose a specific program within the Animal Science Institute to focus their studies: equine studies, food science studies, or pre-veterinary studies.

- Pre-Veterinary Studies - In this institute and program, students learn to work with small animals in a clinical setting. Students learn how to board, groom, and train small animals and pursue careers related to veterinary science.

- Equine Studies - In this institute and program, students learn about the equine industry and related businesses. Students develop knowledge and skills related to the handling, grooming, and barn care of horses. Students then choose one of the following specializations: horsemanship or business in the equine industry.
- Food Science Studies - In this institute and program, students learn about the growth and production of plants and animals as a food source. Topics nutritional needs; food preparation; consumption trends; and production, processing, and transporting of animal products.

Environmental Science & Natural Resources at Locust Trace

This institute focuses on the studies and activities relating to the natural environment and its conservation, use, and improvement. Courses include instruction in subjects such as climate, air, soil, water, land, fish and wildlife, and plant resources; in the basic principles of environmental science and natural resources management; and the recreational and economic uses of renewable and nonrenewable natural resources.

Horticulture and Plant Science Systems

In this institute and program, students learn about the growth of all types of plants, both edible and decorative. Edible plant topics include nutritional needs; food preparation; consumption trends; and production, processing, and transporting of plants. Decorative plant topics include floral design (using silk, dried, and fresh flowers), landscaping, and sports turf management.

The Stables

Lexington, Kentucky

At the Central Kentucky Riding for Hope



Our School

About the School

- The Stables is a community partnership providing a unique learning opportunity for students in grades 8-12 who thrive in a nontraditional school setting. Designed with academics in mind, the Stables also provides opportunities to gain work competencies and vocational skills. Through project-based learning and work experiences, students assume greater responsibility for their education and are inspired to be continual lifelong learners.

In addition to classroom instruction, the teenagers are engaged in activities that focus on life skills such as problem solving, communication, team building, and development of positive relationships.

Students may participate in the Equine-Assisted Interpersonal Skills class and shadow professionals in multiple areas of the work force. While learning about and caring for the horses, our students develop an appreciation for hard work and responsibility while building their confidence and self-esteem. They also are eligible to participate in the district's school activities. The program is housed at **Central Kentucky Riding for Hope** at the Kentucky Horse Park.

Highlights:

- A safe environment for students to learn and excel in all areas of growth for academic and life success;
- Equine-assisted activities that challenge individuals to achieve their maximum potential through the care and management of a therapeutic horse herd;
- Encouragement and appreciation of diversity in all aspects of life.

School's History

- Initially, Central Kentucky Riding for Hope was a partner to support FCPS students with disabilities through our employment training program. After a successful partnership with our district's Special Education Department, leaders began to look at sharing an educational program that would be mutually beneficial. After many meetings and discussions with district staff and Central Kentucky Riding for Hope, a unique partnership was established, and the Fayette County Board of Education approved the program in the spring of 2012.

Established in 2012-13, The Stables aims to meet the needs of a specific group of learners in our district. The community partnership model helps students who often struggle in large school programs, need counseling supports daily, and can benefit from animal care to develop independence, confidence, and graduation goals. The program has been family-oriented since the beginning -- offering conference times and family gatherings and partnering with community members for college and career development.

Equine Management Program

The Equine Management program is a progressive four/five-year program, depending on a student's entry to the STABLES, that introduces students to agriculture, teaches horsemanship skills and prepares students for successful careers in the equine industry. Students start out by learning about the agriculture industry, the different sectors and career options within the field while concurrently learning the basics of horse care, handling, and nutrition. As they progress through the program, students learn intermediate and advanced skills in horsemanship, veterinary science, and business administration within the industry. As juniors and seniors in the program, students can gain hands-on job training in co-op placements as well as direct

internships in the local equine industry. The program provides each student with hands-on life skills and works directly with our local organizations, businesses, and community to facilitate a smooth transition into a skilled workforce.

The STABLES is housed within the Kentucky Horse Park and resides on the property of Central Kentucky Riding for Hope, a PATH Premier accredited therapeutic riding center. Not only are students enrolled in the Equine Management program, but they are immersed in a culture of equine assisted learning where the benefits include skills related to problem solving, analysis of activities, tolerance, effective communication, reflection; and facilitate social, emotional, and cognitive development. Students can see the value in what CKRH provides to our local community and participate in community outreach activities. In addition, CKRH is a fully operational horse farm and students get to work hands-on the horses and see all that it entails to run an equine business.

All items and services required of this contract shall be under direction of **Joe Isaacs, Director of Risk Management, Safety and Security.**

COST PROPOSAL

Response to RFP shall include a separate cost proposal of all costs associated with the scope of work. (See FORMAT OF PROPOSAL, Part III & IV). Additionally, on the line below, please include an overall total price for all coverages and services:

Total Price including all insurance coverages and additional services that are outlined in your separate Technical Proposal and Cost Proposal required by "FORMAT OF PROPOSAL, Part III and Part IV".

\$ _____

Pricing subject to **Reciprocal preference for Kentucky resident bidders and Preferences for a Qualified Bidder or the Department of Corrections, Division of Prison Industries (KAR 200 5:410).**

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 bids/proposals, Fayette County Public Schools will apply a reciprocal preference against an Offeror submitting a bid/proposal from a state that grants residency preference equal to the preference given by the state of the nonresident offeror. Residency and non-residency 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.

FORMAT OF PROPOSAL

The proposal shall consist of six parts: RFP documents; References; Technical Proposal; Cost Proposal; Added Value; and FCPS Supplier Diversity Program Contract Forms.

Proposal shall be submitted as a single PDF file.

Part I is the RFP documents that are required to be signed and included with the proposal such as Page 1 and 2 of the RFP as well as the information requested on pages 13, 14, 15 & 16. Any addenda that may be sent out should be included in this part. This will exclude the Supplier Diversity Program documents.

Part II is for references. Please include three (3) references of similar sized agencies or school districts that a similar solution has been provided for.

Part III is the Technical Proposal. Technical proposal shall include all information related to the scope of work and specifications. Include clarity of coverage limits, deductibles, coverage enhancements, etc.

Part IV is the Cost Proposal, all costs associated with the scope of work shall be included in this section. Please include an overall total price and a break down by line of coverage and additional services provided.

Part V is the Added Value. Please submit any information that would be considered added value to your response that is not already discussed in the solicitation.

Part VI is the FCPS Supplier Diversity Program Contract Forms Packet used for subcontracting if subcontractors shall be used. If there will be no subcontracting, please complete the waiver of non-participation and include it in this section.

REFERENCES

Proposal shall include at least 3 references of work. References must be for educational institutions or similar public agencies. References should include the name of the institution, a contact name, phone number, email and a description of the services provided.

Reference 1

Entity Name _____

Address _____

Contact Name _____ Phone # _____

Type of work performed

Reference 2

Entity Name _____

Address _____

Contact Name _____ Phone # _____

Type of work performed

Reference 3

Entity Name _____

Address _____

Contact Name _____ Phone # _____

Type of work performed

PLEDGE OF NON-DISCRIMINATION

_____, is responding to RFP/BID # _____ issued
Insert Name of Company (hereinafter "Company")

by the Board of Education of Fayette County, Kentucky, and hereby pledges:

(1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin, sex, genetic information, disability, religion, age, political affiliation, sexual orientation or gender identity in connection with the performance of any contract award by the district on this RFP/BID.

(2) The Company shall provide equal opportunity to all business persons seeking to contract or otherwise interested in contracting with this Company, including various local small business enterprises;

(3) The Company has been made aware of, understands and agrees to make good faith efforts to solicit MBE/WBEs to do business with this Company in the performance of work on any contract awarded on this RFP/BID.

The Company acknowledges that failure to make a good faith effort may have a negative impact on future contract opportunities.

(Authorized Company Representative Signature)

Date

Print Name and Title

RFP / BID #: _____

This affidavit shall be completed if your company is a Kentucky based company.

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

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.

FCPS 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 _____, _____
(Name) (Title)

of _____, this ____ day of _____, 201__.
(Company Name)

Notary Public

My commission expires: _____

(Affix Notary Seal)



Fayette County Public Schools

Supplier Diversity Program

Contract Forms

Sarah Gaines
Manager of Economic Development
Fayette County Public Schools
Department of Economic Development
1126 Russell Cave Road
Lexington, Kentucky 40505
859-381-4000

**NOTICE OF REQUIREMENT FOR
FCPS GOALS TO CREATE EQUAL OPPORTUNITIES AND
MINORITY, WOMEN AND VETERAN-OWNED BUSINESS (MWVBE)
CONTRACT PARTICIPATION**

The mission of the Fayette County Public Schools (FCPS) is to create a collaborative community that ensures all students achieve at high levels and graduate prepared to excel in a global society. FCPS values diversity, inclusion and equity. As one of the largest employers in Fayette County, we know the impact of how we spend the money entrusted to us by taxpayers has a far-reaching effect in the greater economic development of the entire community. As a result, the Fayette County School Board (Board) set goals that not less than twelve percent (12%) of the total value of this contract be subcontracted to MWVBES if subcontracting will be utilized. The goal for the utilization of certified MWVBES as subcontractors are recommended goals. All bids and requests for proposals will be reviewed in detail by the Office of Economic Development prior to awards being submitted to the Board for approval. Bidders who fail to meet such goals are expected to provide written explanations to the Manager of Economic Development of efforts they have made to accomplish the recommended goals and the extent to which they are successful in accomplishing the recommended goals will be a consideration in the procurement selection process.

FCPS reserves the right to work with the most responsible and responsive bidder. That means that the district may need to move to the next highest evaluated proposal in the event that the proposed winning bidder is unwilling and unable to demonstrate documented good faith efforts to comply with these requirements.

For assistance in locating capable MWVBE subcontractors, contact Manager of Economic Development at the address listed below:

Sarah Gaines
Manager of Economic Development
Fayette County Public Schools
1126 Russell Cave Road
Lexington, Kentucky 40505
859-381-4000

The Board's commitment extends to all providers of goods and services, which are broken down into the following categories:

1. Construction Contractors
2. Professional Service Contractors
3. Vendor/Supplier of Tangible Goods and Commodities

Fayette County Public Schools MWVBE Participation Goals

A. DEFINITIONS

- 1) A Minority-Owned Business Enterprise (MBE) is defined as a business which is certified as being at least 51% owned, operated and managed by persons of African American, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native Heritage.
- 2) A Women-Owned Business Enterprise (WBE) defined as a business certified as being at least 51% owned, operated and managed by a woman or women.
- 3) Veteran-Owned Business Enterprise (VBE): a business certified as being at least 51% owned, operated and managed by a veteran.
- 4) Good Faith Efforts are efforts, given all relevant circumstances, a bidder or proposer actively and aggressively seeking to meet the goals can reasonably be expected to make. In evaluating good faith efforts made toward achieving the goals, whether the bidder or proposer has performed the efforts outlined in the Obligations of Bidder for Good Faith Efforts will be considered, along with any other relevant factors (See Schedule 1).
- 5) Certification: FCPS strongly prefers to work with certified MWVBEs. For projects over \$30,000 certification is required for minority, women or veteran owned companies. We accept certifications from third-party certifying agencies like the Tri-State Minority Supplier Development Council (TSMSSDC); Women's Business Enterprise National Council (WBENC); National Women's Business Owners Council (NWBOC); Kentucky Minority and Women Business Enterprise Certification (KY MWVBE); and any of various certification from the Small Business Administration (SBA). FCPS will rely on certifying agencies to verify certification of any businesses claiming to be certified.

B. GENERAL

- 1) FCPS requests all potential contractors to make a concerted effort to include MBE, WBE and VBE businesses as subcontractors or suppliers in their bids if subcontracting will be utilized.
- 2) Toward that end, FCPS has established 12% of total procurement costs as a Goal for participation of MWVBEs.
- 3) **It is therefore a request of each Bidder to include in its bid, the same goal (12%) for MWVBE participation and other requirements as outlined in this section.**

C. PROCEDURES

- 1) The successful bidder will be required to report to FCPS the dollar amounts of all payments submitted to MWVBE subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)
- 2) Replacement of a MWVBE subcontractor or supplier listed in the original submittal must be requested in writing and must be accompanied by documentation of Good Faith

Efforts to replace the subcontractor / supplier with another MWVBE Firm; this is subject to approval by FCPS. (See FCPS MWVBE Substitution Form)

- 3) For assistance in identifying qualified, certified MWVBE businesses to solicit for potential contracting opportunities, bidders may contact:
 - a) The FCPS Purchasing Department and/or the Office of Economic Development at 859-381-4100.
- 4) FCPS will make every effort to notify interested MWVBE subcontractors and suppliers of each Bid Package, including information on the scope of work, the pre-bid meeting time and location, the bid date, and all other pertinent information regarding the project.

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

- 1) **The bidder shall make a Good Faith Effort to achieve the Participation Goal for MWVBE subcontractors/suppliers. The failure to meet the goal shall not necessarily be cause for disqualification of the bidder; however, bidders not meeting the goal are required to furnish with their bids written documentation of their Good Faith Efforts to do so.**
- 2) Award of Contract shall be conditioned upon satisfaction of the requirements set forth herein.
- 3) The Form of Proposal (Bid Documents) includes the forms set out below. These forms must be completed and submitted with Bid Documents if applicable:
 - a. Workforce Analysis Report: FCPS values diversity and inclusion. We strive to work with companies that share our values. Please share the diversity of your workforce in this form.
 - b. Current/Past MWVBE Contract Participation Form: This form will be used to capture your company's percentage of spend with MWVBES on current or past projects.
 - c. MWVBE Solicitation Report: This report verifies that your company contacted MWVBES in a timely manner to submit quotes for this contract.
 - d. MWVBE Participation Form: This report verifies the MWVBE subcontractors and material suppliers to be utilized on this project.
 - e. MWVBE Subcontractor Utilization Form: This form is intended to capture the MWVBE subcontractor's and material supplier's understanding of the work/material to be performed and the price as agreed with the Bidder/Contractor. This form must be completed and signed by the Bidder/Contractor AND the MWVBE subcontractor or material supplier.
 - f. Affidavit of MWVBE Subcontractor Payments Form: If awarded this contract, the prime contractor is obligated to submit a notarized report of all payments made to any MWVBE subcontractors or suppliers working on this project. Reports are due on a monthly basis to be sent to the Manager of Economic Development and Supplier Diversity.

- g. MWVBE Subcontractor Substitution Form: If a MWVBE contractor selected for this project is not able to meet the obligations as assigned, the prime contractor is obligated to replace that MWVBE subcontractor through the Good Faith Efforts steps outlined in this document and to secure another MWVBE contractor with like skills at a comparable contract price. All required forms and documentation for this substitution should be returned to the Manager of Economic Development and Supplier Diversity.
- h. Waiver Form: Contact the Purchasing Department or the Manager of Economic Development and Supplier Diversity to discuss bids you believe have no opportunity for the utilization of any subcontractors.

4) Failure to submit this information as requested may be cause for rejection of bid.

Sole Source

It is agreed that identified sole source expenditures shall also be excluded from the aggregate total of all sums paid in connection with implementation of the contract, and therefore, shall not be subject to the MWVBE goals. All designations as a sole source expenditure must be supported by data that indicates that only one company can perform the services. The following are examples of basis for sole source expenditures:

- a. The supplies or services to be acquired are unique to the contractor.
- b. Time is of the essence and only one known source can meet the FCPS's needs within the required timeframe.
- c. Data is unavailable for competitive procurement.
- d. It is necessary that the item being acquired from the one source be compatible and interchangeable with existing equipment.

Excluded Expenditure

FCPS and its contractors shall use good faith efforts as set forth herein in order to progress towards the achievements of the MWVBE goals, but FCPS shall not be required to pay any amounts in excess of the lowest responsible and responsive price or highest scored proposal to procure any goods or services, or to delay design, development or construction activities in order to progress towards the achievement of the MWVBE goals.

FCPS agrees the bid requirements shall obligate a contractor to agree to execute a contract by which it is contractually obligated to use good faith efforts as set forth herein, and that for a bid or price to be responsible and responsive, it must have been prepared by a contractor that agrees to be so contractually obligated. In the event that the lowest price or highest scored proposal is not responsible and responsive because the contractor does not agree to be contractually obligated to use good faith efforts as set forth herein, then that bid will be considered non-responsive and FCPS shall re-bid that contract or select the next lowest responsive price or best scored proposal, if permitted by applicable law.

FCPS Manager of Economic Development will be made aware of participation goals of the lowest bidder on all construction projects. The Manager of Economic Development shall be entitled to review any and all bids and requests for proposals to examine whether they are responsible and responsive with regard to good faith efforts as set forth herein. However, but there shall be no

obligation on FCPS to delay the project pending such review, and any if any contractor that becomes contractually obligated to use good faith efforts as provided herein is ultimately determined to have not used such good faith efforts, the remedies of FCPS shall be set forth in this Agreement with respect to such contractor.

Certification

FCPS strongly prefers to work with certified MWVBES. We accept certifications from third-party certifying agencies like the Tri-State Minority Supplier Development Council (TSMSSDC); Women's Business Enterprise Nation Council (WBENC); National Women's Business Owners Council (NWBOC); Kentucky Minority and Women Business Enterprise Certification (KY MWVBE); and any of various certification from the Small Business Administration (SBA). FCPS will rely on certifying agencies to verify certification of any businesses claiming to be certified.

SCHEDULE 1

GUIDANCE CONCERNING GOOD FAITH EFFORTS (To be submitted with Bid Documents)

Good faith efforts are efforts that, given all relevant circumstances, a bidder or proposer actively and aggressively seeking to meet the goals can reasonably be expected to make. In evaluating good faith efforts made toward achieving the goals, whether the bidder or proposer has performed the following may be considered, along with other relevant factors **(check all that apply)**:

- _____ Advertised opportunities to participate in the contract in general circulation media, trade and professional association publications, small and minority business media, and publications of minority and women business organizations within a reasonable time, prior to the deadline for submission of bids to allow MWVBE firms to participate effectively;
- _____ Provided notice to a reasonable number of minority and women business organization of specific opportunities to participate in the contract within a reasonable time, prior to the deadline for submission of bids to allow MWVBE firms to participate effectively;
- _____ Sent written notices of proposal, by certified mail, e-mail or facsimile, to qualified, certified MWVBEs soliciting their participation in the contract within a reasonable time, prior to the deadline for submission of bids to allow them to participate effectively;
- _____ Attempted to identify portions of the work for qualified, certified MWVBE's participation in order to increase the likelihood of meeting the goals, including breaking down contracts into economically feasible units;
- _____ Requested assistance from community organizations that work with minorities and women in achieving the goal;
- _____ Conferred with qualified, certified MWVBEs and explained the scope and requirements of the work for which their bids or proposals were solicited;
- _____ Attempted to negotiate in good faith with qualified, certified MWVBEs to perform specific subcontracts; not rejecting them as unqualified without sound reason, solely based on price, or without a thorough investigation of their capabilities;
- _____ Followed up initial solicitations of interest by contacting MWVBEs to determine their level of interest;
- _____ Made efforts to refer interested MWVBEs to entities who may be able to assist them in obtaining required bonding, lines of credit, or insurance; and
- _____ Effectively used the services available through minority community organizations, minority contractor groups, local, state and federal minority business assistance offices, and other organizations that provide assistance in the recruitment and placement of MWVBEs.
- _____ A bidder or proposer shall submit documentation of good faith efforts with bid documents or as requested by the Manager of Economic Development or the FCPS Board.

WORKFORCE ANALYSIS FORM

Name of Organization: _____

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators																	
Professionals																	
Superintendents																	
Supervisors																	
Foremen																	
Technicians																	
Protective Service																	
Para-Professionals																	
Office/Clerical																	
Skilled Craft																	
Service/Maintenance																	
Total:																	

Prepared by: _____

(Name and Title)

Date: ____ / ____ / ____

Fayette County Public Schools
MWVBE Solicitation Report
(Form to be submitted with Bid Documents)

Project Name: _____

Project Bid #: _____

Bidder / Contractor: _____

Total Bid Price or Estimate: \$ _____

I have contacted the following minority- and women-owned business enterprises and will not be subcontracting any work with them due to the reasons cited below: (Attach additional pages as necessary).

MWVBE Company	MWVBE Point of Contact Address/Phone/Email	Reason Not Utilized

I certify under penalty of perjury that the information contained in this document is correct.

Bidder / Contractor / Title

Date

Fayette County Public Schools
Current/Past MWVBE Contract Participation

(Form to be submitted with Bid Documents)

Project Name: _____

Project Bid/RFP#: _____

Bidder / Contractor: _____

List current/past contracts (3-5 years) and MWVBE participation in each contract.

Owner	Contract Dates	Project Name & Location	Contract Sum	MWVBE Participation (%)

List MWVBE companies that worked on the projects named above.

Company	MBE WBE VBE	Contact Name	Email/Phone	Scope of Work

(If more room needed, attach separate sheet.)

I certify under penalty of perjury that the information contained in this document is correct.

Bidder / Contractor / Title

Date

Fayette County Public Schools
MWVBE Participation Form
 (Form to be submitted with Bid Documents)

If awarded this bid/proposal, Bidder / Contractor will subcontract with the following MWVBE subcontractors / suppliers:

Project Name: _____

Project Bid #: _____

Bidder / Contractor: _____

Total Bid/Estimate: \$ _____

Total MBE \$ _____	Total WBE \$ _____	Total VBE \$ _____
Total MBE % _____	Total WBE% _____	Total VBE% _____

Work or Trade to be Subcontracted	MWVBE Business Name	MBE Total \$	WBE Total \$	VBE Total \$

(For each MWVBE Subcontractor/ Supplier, Attach Utilization Form)

I certify under penalty of perjury that the information contained in this document is true and correct. I am aware that in the event of a replacement of a MWVBE subcontractor, I will adhere to the replacement requirements set forth in the FCPS bid documents.

Bidder / Contractor Signature _____
Date

Fayette County Public Schools
Waiver for Participation of Minority-, Women- and Veteran-Owned
Business Enterprises
(Form to be submitted with Bid Document)

Project Name: _____

Project Bid#: _____

Bidder / Contractor: _____

Contact Person: _____

Address: _____

Phone: _____

Email: _____

The above named bidder cannot fulfill its commitment to minority, women and veteran-owned business enterprises participation due to the following reasons:

_____ Items being bid are not applicable for subcontracting.

_____ Other – Provide detailed explanation: _____

To the best of my knowledge and belief, the above information is accurate and true, and reflects our commitment to support the minority- and women-owned business enterprise initiative of Fayette County Public Schools.

Bidder / Contractor Signature

Date

Title

Fayette County Public Schools
Affidavit of MWVBE Subcontractor Payments
(To be Completed and Submitted Monthly by Successful Bidder)

This affidavit verifies that minority- and women-owned businesses (MWVBE) are performing the work on this project and that timely payments are being made by the prime contractor. This information will be reported to the Fayette County Public Schools (FCPS) Board of Educators as well as to other managers across the district.

By signing below, the prime contractor agrees that the payments recorded below are accurate as of the reporting period. Furthermore, by signing, the prime contractor attests that the MWVBE has performed a “commercially useful function” on this project.

Project Name: _____

Reporting Period: _____
(Month) (Year)

CONTRACTOR INFORMATION

Company Name	
Contact Person	
Address	
City, State, ZIP	
Email	
Phone	

MWVBE SUB-CONTRACTOR INFORMATION

Company Name	
Contact Person	
Address	
City, State, ZIP	
Email	
Phone	

PAYMENT INFORMATION

Payment Date	Payment Amount	Check #
	\$	
	\$	

Bidder / Contractor Signature Date Title

Sworn or affirmed and subscribed before me this _____ day of _____, 201__.

Notary Public
 My commission expires: _____

**Submit completed form monthly to the FCPS Manager of Economic Development
 1126 Russell Cave Rd., Lexington KY 40505**

Fayette County Schools
MWVBE Subcontractor Substitution Form
(Form to be utilized by Awarded Bidder, as necessary)

Date: _____

Bid/RFP/Quote Reference # _____

Prime Total Contract Awarded \$ _____

The MWVBE subcontractor listed below has been contacted as a substitute and has agreed to participate on this Bid/RFP/Quote. This substitution was made prior to or after the job was in progress for reasons stated below and are now being submitted to FCPS Economic Development for approval. By the authorized signature of a representative of our company, we understand that Good Faith Efforts procedures were followed in soliciting and retaining this contractor and documentation was submitted with this substitution form. This information will be entered into our file for this project. Signature of both the prime and the MWVBE subcontractor company is required below.

Reason for Substitution	
MWVBE Company being replaced (Include contact name/address/phone and email address)	
New MWVBE Company (Include contact name/address/phone and email address)	
Please attach MBE, WBE or VBE certification for new company	
Work to be Performed	
MWVBE Subcontractor Total Contract \$	
MWVBE % of Total Contract	

I certify under penalty of perjury that the information in this document is correct. By reporting this substitution, my company is adhering to the substitution requirements set forth in the FCPS purchasing documents.

Prime Contractor/Title

MWVBE Subcontractor/Title

Date

Date