



**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 \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_

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**Acceptance (to be signed if awarded contract)**

**Board of Education of Fayette County Kentucky**

\_\_\_\_\_  
Dr. Demetrus Liggins, Superintendent

\_\_\_\_\_  
Date

## General Terms and Conditions

1. Offerors are advised that any contract resulting from this solicitation must comply with all applicable provisions of KRS 45A and other statutes and policies noted in this solicitation.
2. Model Procurement Regulations adopted by the Fayette County Board of Education shall be deemed incorporated by reference in all 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 and women-owned business contractors, subcontractors, vendors and suppliers.
4. FCPS Department of Economic Development and Purchasing Department are available to assist and provide a listing, upon request, of certified minority-owned and women-owned business enterprises (MWBE). Offerors may consult the list for inclusion of subcontractors currently participating with the offeror. The list is not all-inclusive and may contain only the names of businesses that have [self registered](#) with the Board and have become approved contractors or vendors by contacting either [Department of Economic Development, Division of Physical Support and Purchasing Department](#) and are MBE certified. Offerors may use other properly certified MWBE 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 proposals must be received prior to time designated in this solicitation. None shall be accepted thereafter.
7. An officer or member of the proposing firm authorized to legally bind the firm must sign the bid/proposal.
8. The Board of Education reserves the right to accept any bid/proposal, to reject any or all bids/proposals, to waive any irregularities or informalities in bids/proposals 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/proposal 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 bid/proposal in response to this solicitation, 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 solicitation. **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. Venue for any legal action filed concerning this contract is Fayette County, Kentucky.

19. 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.
20. **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.**
21. **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.**
22. Any addendums or updates to the solicitation will be posted on the district web site. It is the offeror's responsibility to check the website for any updates.
23. **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](http://www.fcps.net/tax).**
24. All responses to this solicitation become the exclusive property of FCPS. All proposals received in response to this solicitation 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.
25. To meet Kentucky Revised Statutes 45A.430 and 45A.435 purchase orders for construction that are issued that are under \$100,000.00 will not require a bond. Purchase Orders issued that exceed \$100,000.00 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.

26. 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.
27. 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.
28. 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)
29. By submitting a bid/proposal, the offeror is indicating that they have read, understand and agree to all terms, conditions and specifications outlined in this proposal.
30. Each proposer by submission of bid/proposal releases Fayette County Public Schools, its Board of Education, employees and agents from any claims arising out of, or in any way related to, the bid/RFP process and the selection of provider.
31. 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.
32. 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.
33. Successful offeror shall provide to the Fayette County Board of Education an invoice for supplies/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.
34. 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.
35. Sole proprietors or partnerships must supply Taxpayer Identification Numbers with proposal. Corporations are excluded from this requirement.
36. If there is a conflict between the terms of this document and any document submitted by the offeror the RFP document takes precedence.
37. Offeror agrees to abide by any reasonable request made by FCPS Administration regarding implementation of this contract.
38. 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.

39. 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.

**40. 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.

**41. Offeror Initiated Requirements**

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

42. **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.

43. 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.

44. 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.

45. 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.

46. **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.**

47. 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.

48. 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.

49. Purchases by other Kentucky Government Entities:

Any government entity in Kentucky shall have the option of making purchases from a contract executed under this solicitation 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.

50. 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**

51. “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.
52. “Substantial” means that over 51% of the final processed product consists of agricultural commodities that were grown domestically.
53. 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.
54. 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.
55. 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.
56. 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:
  57. 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
  58. Competitive proposals reveal the cost of a domestic product is significantly higher than a non-domestic product.
59. 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.
60. 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.
61. Distributor must affirm their willingness to assert their best and reasonable efforts to ensure compliance with this federal rule.

## Special Conditions and Specifications

1. All questions must be submitted in writing through Vendor Registry no later than the deadline listed in the anticipated timeline on Page 15.
2. Proposals submission instructions:

### Hard Copy Submission

Proposal must be marked with RFP number and 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 bid opening. Proposals should not be addressed to a specific person. **The FCPS Purchasing Office is closed and does not accept mail, commercial carriers or hand delivered bids on weekends and Holidays. Regular hours are 7:00AM to 3:00PM Eastern Time.**

**Hard copy should include a USB flash drive with a digital copy included on the drive.**

### Online Submission

Proposals may also be submitted online at Vendor Registry. It is recommended if submitting proposals through Vendor Registry 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 posted upon award.**
- 5. Contract is effective with a preferred beginning date of July 1, 2023 or date of Board approval (whichever is later) through June 30, 2024.** 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:

POINTS	CRITERIA
700	Technical Proposal
200	References and Demonstrated or Documented successful experience working with FCPS or other School District (please provide district name and contact information)
100	Cost Proposal

- 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. 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.
13. 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.

14. **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.

15. **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
- \_\_\_\_\_ 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

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

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

## ANTICIPATED TIMELINE

Date	Event
March 29	Release RFP
April 12	Deadline for RFP questions
April 17	Proposals due
May 22	FCPS Board meeting for approval of contract (if applicable)
July 1, 2023	Preferred Contract start date

**\*Please note that FCPS offices are closed April 3 – April 7 for Spring Break\***

## SCOPE OF WORK

Fayette County Public Schools is soliciting proposals for Applied Behavioral Analysis therapy direct services and consultation in accordance with the IEP of identified students.

Fayette County Public Schools is required by federal and state law to implement services indicated on students' IEPs. The required services are articulated in this RFP. Expected service delivery will primarily take place during the hours school is in session unless otherwise agreed on a case by case basis.

The contract holder is expected to do the following under this contract:

1. Provide services to meet the specific needs of each student's IEP.
2. May include attendance in ARC Meetings when requested.
3. Provide progress reporting, goal development, evaluation and report writing for each student serviced.
4. The agency and providers shall comply with FERPA and HIPPA requirements.
5. Provide instruction within the school/district and/or community as indicated on the students' IEPs.
6. The provider shall not discriminate on the basis of gender, disability, race, color, national origin, age, socio-economic or educational status or religious, political or sexual orientation.
7. The provider shall disclose any real or perceived conflict of interest, which would affect their objectivity in the delivery of services. Providing services for family members or friends may violate the individual's right to confidentiality, or constitute a conflict of interest.

8. In the event that the provider is not able to ethically perform in a given situation, the provider shall refuse or withdraw from the assignment without threat or retaliation.
9. Providers shall be used on an as needed basis. FCPS does not guarantee any specific amount of hours to be used during the contract.

### **WORK REQUIREMENTS**

1. Work included under this contract shall be supervised and approved by Adam Liechty, Director of Special Education.
2. Vendor receiving award should have and provide proof of the following:
  - Reliable email address and telephone number for direct communication
  - Liability Insurance
  - Approved service providers must be professionally trained and tested and participate in continuous training and professional development as required for continuing credentials.
  - Resume listing related experience and number of years in service.
  - List additional services provided and/or any other pertinent information
  - Credential for Certified / Licensed ABA Therapy required. Professional experience in an educational setting preferred.
  - At least 3 current professional references.
  - Price for services on an hourly basis.
3. Bidder agrees to provide and use the tools necessary for performing all contracted duties.
4. Bidder agrees to not recruit FCPS staff while providing services. Recruiting shall result in cancellation of the contract and impact future work with the district.
5. Bidder should indicate in proposal any requests for additional expenses to be reimbursed.
6. The provider will attend an orientation program provided by the School/District in order to become familiar with School/District policies, objectives and procedures and will be expected to abide by School/District policies.
7. The School/District shall make available all records and information relevant to the students for the purpose of the services being provided. The provider must maintain records and reports in accordance with the policies of licensing association or board. Initial and periodic assessments, plans for intervention, progress reports, records of treatments rendered and other notes shall be incorporated in the students' records.
8. When appropriate the School/District will bill Medicaid for approved services. Any agency or individual contracting with the School shall comply with corresponding Medicaid procedures in the completion of their duties and authorizes payment to the School for the Kentucky Medical Assistance Program (KMAP) for covered services provided by the Therapist / Nurse / Provider. This includes participation in the Random Moment Time Study, which is administered by Sivic Solutions Group and requires the therapist login to their system to complete a time sampling survey any time they receive

an email prompt to do so. The Therapist also understands that he/she cannot bill the KMAP for any service that is reimbursed to Fayette County Public Schools. The Therapist is solely responsible for the correctness and validity of all information submitted by him / her for use in KMAP documents for services provided. In the event the School/District fails to receive payment on Medicaid or Medicare eligible students through fault of the service provider, payment for those students will be withheld until proper documentation or services due are in place.

- 9.** The School/District shall provide routine student care, equipment and supplies required to treat students under the scope of this Agreement. Any requests for additional equipment of non-standard items shall be considered in accordance with the financial requirements of the school.
- 10.** The provider will maintain in force insurance against liability for injury or death of any person growing out of the performance of professional duties. The provider shall provide a minimum of \$1,000,000 personal liability insurance. Evidence of such insurance will be provided to the Special Education Department annually.
- 11.** Prior to the provision of services by any provider, the agency / provider agrees to obtain a current FBI background check and a background check for Child Abuse and Neglect per KRS160.380. The provider will contact the FCPS Human Resources Department Application Center to initiate this process. A fee of \$40 for the FBI check and \$10 for the Child Abuse and Neglect will apply and the cost will be the responsibility of the provider / agency. 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.
- 12.** It is agreed by both parties that they shall be in compliance with all existing Federal, State and Local laws and regulation.



## **FORMAT OF PROPOSAL**

The proposal shall consist of five parts: RFP documents; References; Technical Proposal; Cost Proposal; Added Value.

**Hard copy submittal:** One printed copy shall be submitted to FCPS. The paper copy shall be three-hole punched and contained in a single three-ring binder with labeled tabs for each of the parts described below. One electronic copy of the proposal shall also be included on a USB storage device.

**Online submittal:** Proposals may be submitted online at Vendor Registry. Submission shall be a single PDF file. Email submissions will not be considered. It is recommended if submitting proposals through Vendor Registry 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.

**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 checklist on page 15. 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 service has been provided for.

**Part III** is the Technical Proposal. Technical proposal shall include all information related to the scope of work and specifications.

**Part IV** is the Cost Proposal, all costs associated with the scope of work and shall be included in this section. Please include an overall total price and a break down by unit pricing including quantities.

**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

**TECHNICAL PROPOSAL**

Email address \_\_\_\_\_

Telephone Number \_\_\_\_\_

Cell Phone Number \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Technical Proposal Checklist**

<b>Description</b>	<b>Completed</b>
Email address provided?	
Phone number(s) provided?	
Resume listing work/translating experience included in proposal?	
Credential for Certified / Licensed ABA Therapy included in proposal?	

## **COST PROPOSAL**

Price per hour for ABA Therapist per specifications listed in the RFP:

\$ \_\_\_\_\_

Any additional fees must be listed below:

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.

## **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 reference letter.

<b>Reference 1</b>	
Business Name	
Address	
Phone Number	
Email	
Name of Contact	
Letter from reference included?	Yes ____ No ____

<b>Reference 2</b>	
Business Name	
Address	
Phone Number	
Email	
Name of Contact	
Letter from reference included?	Yes ____ No ____

<b>Reference 3</b>	
Business Name	
Address	
Phone Number	
Email	
Name of Contact	
Letter from reference included?	Yes ____ No ____

FCPS reserves the right to contact references not provided in submitted proposal.

**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/WBE/VBEs 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)