



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 09-22 Medical Services	Department Risk Management & Safety
Due Date/Time: March 1, 2022 by 2:00 PM Local Time (EST)	Term of Contract July 1 – 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

_____/_____/_____
Social Security Number

or

_____/_____
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, 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. 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 sent out upon award.**
5. **Contract is effective with a preferred beginning date of July 1, 2022 or date of Board approval (whichever is later) 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. After the proposals have been tabulated and studied, company representatives may be interviewed or asked to provide a presentation to the Fayette County Public Schools.
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.**

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?

ANTICIPATED TIMELINE

Date	Event
February 1, 2022	Release RFP
February 18, 2022	Deadline for RFP questions
February 25, 2022	Deadline for FCPS to respond to questions and post responses
March 1, 2022	Proposals due
March 7-9, 2022	Evaluation of proposals
April 25, 2022	FCPS Board meeting for approval of contract
July 1, 2022	Preferred Contract start date

Fayette County Public Schools, a public school district in Lexington, Kentucky serves approximately 41,000 students. Approximately 6,000 staff, certified and classified, are employed. The district is mandated by Federal and State regulations to provide certain examinations and occupational safety and health services to employees. Both employees and employer share in the responsibility of assuming and maintaining safe and healthful working conditions. As such, the district has an effective occupational health and safety program that identifies, minimizes and eliminates worker risk to the most reasonable and cost-effective extent possible.

The Board of Education of Fayette County, Lexington, Kentucky invites you to submit a proposal for Medical Services pertaining to pre-employment physicals, workers' compensation injuries, employee physical examinations, Hepatitis B inoculation, medical surveillance, hearing conservation, and other medical services. Responses shall be filled in on the appropriate forms in the appendix to this RFP. The successful provider shall be instrumental in the development, implementation, and management of a comprehensive physical examination program for employees and provide various medical services to include Hepatitis B immunizations and medical follow-up.

Conditions:

1. To quote on the services outlined in this RFP, providers must utilize the forms provided. The attached sheets are required to facilitate comparison among proposals. Additional information regarding methods of service and so forth is welcomed.
2. Proposals must fully explain all the terms and conditions of the offer being made and shall list all prices.
3. Each Proposal shall list the name of the company for whom a proposal is submitted. The company shall be licensed for business in the State of Kentucky to provide the requested services.
4. No pencil figures or erasures shall be permitted. Mistakes may be crossed out and corrections inserted adjacent thereto and must be initialed by person signing the proposal. Proposals may be rejected if calculations are found incorrect. Unit prices should be listed, extended and totaled. Should errors exist in the extended price, the unit price shall prevail.
5. Proposals shall address the cost of determining yearly the medical qualifications for school bus drivers as outlined in this document and shall address at a minimum all items covered on the Physical Examination form TC 94-35 as attached.

6. Proposals shall address the cost of providing physical examinations yearly to newly hired employees as outlined in this document and shall address at a minimum all items covered on the medical examination form DPS-Form EO as attached.
7. It is understood that if awarded an order or contract, the service provider agrees to protect, defend and save harmless the Board of Education from any suits or demands for payment that may be brought against it in regards to the proposed services.
8. The successful company agrees to indemnify and save harmless the Board of Education from suits or actions of every nature and description brought against it for, or on account of any injuries or damages received or sustained by any party or parties by, or for any of the acts of the contractor, his servants or agents. The successful company shall provide the Board of Education certificates of insurance for general liability and professional liability insurance with minimum coverage limits of one million dollars (\$1,000,000.00) on which the Fayette County Board of Education is listed as additional insured.
9. Inasmuch as the services here may extend for more than one year, attention of each service provider is called to the fact that the Kentucky Constitution and Kentucky Statute preclude the Board of Education from obligating the expenditure of school funds in excess of its revenue from the current fiscal year; thus, the Board of Education specifically reserves the right to terminate any contract issued hereunder during any subsequent fiscal year of the Board, but with full right in the Board of Education to budget sufficient sums in subsequent fiscal years during the term of the contract to keep the same in effect for its full term.
10. All services not specifically mentioned in this RFP that are necessary to provide the functional capabilities described by the service provider shall be included in the proposal with any costs specifically identified.
11. Proposals may contain description of minor options or alternatives which may be available to the Fayette County Public Schools. These descriptions must clearly identify such items as options. Base costs shown in the Letter of Proposal are to exclude costs of such options. Cost impact of optional features must be itemized separately.
12. Any material submitted by a service provider shall become the property of the Fayette County Public Schools unless otherwise requested at the time of submission. Any material that is to be considered as confidential in nature must be so marked.
13. All costs incurred in the preparation and presentation of this proposal shall be wholly absorbed by the service provider.
14. Proposals are to be submitted in accordance with the instructions identified in the SELECTION PROCESS & PROVIDER RESPONSE FORMAT AND CONTENT section (Page 15 & 16).

SELECTION PROCESS AND PROVIDER RESPONSE FORMAT AND CONTENT

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

If proposal returned by hard copy: Proposal shall be one printed copy. 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.

Hard copy of the proposal shall also include the proposal on a USB storage device as a single PDF file.

Selection Process:

Each proposal shall include upon stationery of the proposing firm a letter of transmittal and a statement of the Service provider's qualifications. The letter shall bear the signature and title of an authorized representative of the service provider. Proposals shall first be examined to eliminate those which do not respond to stated requirements and to identify the most promising responses. The most promising responses shall be evaluated in detail. Additional information may be sought from service providers. Service providers may be asked to present and explain their proposals at management and technical levels. All proposals received shall be evaluated by representatives of the various departments affected by this request. Proposals shall be screened and a group of finalists may be selected for additional review, including a panel interview and/or audit. The vendor providing the best value to the school district shall be recommended to the Board for approval.

Ultimate acceptance or rejection of the recommended proposal and execution of a contractual agreement thereto, is the independent sole legal prerogative of the Fayette County Public Schools. All responses to this Request for Proposals become the exclusive property of FCPS. Any and all costs incurred by the RFP respondents in the preparation of proposals are entirely the responsibility of the respondent.

Part I is the Cover sheet, which shall serve as the cover page of the Offeror's proposal. The cover sheet shall also include upon stationery of the proposing firm a letter of transmittal and a statement of the Service provider's qualifications. The letter shall bear the signature and title of an authorized representative of the service provider.

Part II is the RFP documents that are required to be signed and included with the proposal. Any addenda that may be sent out should be included in this part. This will exclude the Supplier Diversity Program documents.

Part III is a list of references. Please include names and telephone numbers of up to five (5) client references for whom similar services are performed. Please include: name of organization, appropriate gross cost of contract, date services started, services provided, responsible official's name, address, email address and telephone number.

Part IV is a list of any exceptions to the terms, conditions and specifications of the solicitation.

Part V is the Technical Proposal. Technical proposal shall include all information related to the scope of work including information to clearly show that it meets all conditions required in the solicitation. Part V shall include the following:

Overall Approach/Philosophy

1. Provide a definition of the health care organization's role, responsibilities and activities, including expectations of FCPS.
2. Explain your customer service philosophy; what have you done to improve customer service, and how you plan to monitor customer satisfaction.

Program Implementation Schedule and Approach

For each component, please provide the following:

1. Overall strategy and methodology, including suggested physical examination series.
2. General plan of approach, including estimated timetables and schedule of activities for planning, developing and implementing each type of examination.

A complete list of personnel who shall be assigned to this project

For each person on this list the following information must be provided:

1. Experience (including years of experience completing occupational health evaluations), years of overall medical experience, education, specialization of physicians, and tenure with the firm (if applicable).
2. Work schedule and duration of activities the personnel shall devote to the project.

Firm's Experience

An overview and summary of relevant experience of the firm and qualifications. Shall include but not be limited to: when the company was organized, legal form of corporation and where incorporated if applicable, length of time engaged in the services proposed under the current name, experience in work similar in scope of service and importance to this proposal.

Records Retention and Accessibility

An explanation regarding records retention and accessibility to designated FCPS personnel. Typically records may be required 30 years beyond an employee's termination date

Statements

General statements regarding failure to complete any work awarded via or default on a contract and pending litigation which could affect execution of this contract.

Acceptance of Conditions

Statement affirming acceptance of the terms and conditions contained in the RFP, unless otherwise specified in the proposal.

Part VI is the Cost Proposal

Part VII 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 VIII is the FCPS Supplier Diversity Program Contract Forms Packet

RFP COST PROPOSAL

NAME OF COMPANY (BIDDER):
ADDRESS, TELEPHONE NO., AND HOURS OF OPERATION OF <u>EACH</u> SERVICE LOCATION: MUST HAVE 3 OR MORE LOCATIONS

Commented [I1]: Three or more locations

TYPE OF MEDICAL SERVICE	ANNUAL ESTIMATED NO. OF SERVICES *	UNIT COST PER SERVICE	TOTAL COST FOR ESTIMATED NO. OF SERVICES
DOT Physicals	500		
Audio Metric Testing	500		
Drug Screen only	25		
Pre-Employment Physical	400		
Return to Work Exam	10		
TB Skin Test	15		
Workers' Comp Initial Visit	200		
Workers' Comp Follow-up Visit	150		
HBV Blood Test	10		
Hepatitis B Vaccination	15		
TDAP Vaccination	25		
TOTAL COST ALL SERVICES	-----	-----	

* Annual Estimated No. of Services are "best guesses" based on available information. FCPS cannot guarantee the annual number of services which will be required in connection with any particular type of medical service mentioned in this RFP.

** Includes maintenance and records and reports required by Federal drug and alcohol regulations for Commercial Drivers Licenses (CDL).

The undersigned declares that he/she has carefully examined the RFP and its conditions and shall furnish the services in compliance with said specifications for the price set forth in the proposed offer.

The undersigned has checked carefully the above figures and understands that he/she shall be responsible for any errors or omissions in effecting service based on these specifications or alternatives as submitted in the proposal.

It is understood and agreed that the Fayette County Board of Education reserves the right to accept or reject any or all proposals and to waive any informality in any proposal received.

The undersigned further declares that this proposal is in all respects fair and without collusion or fraud, that no member of the Board of Education of the Fayette County School District, Fayette County, Kentucky, or other officer of said school district, or any person in the employ of said school district, is directly or indirectly interested in this proposal, or in any portion of the profits thereof.

Name of Provider

Date

Official Address

Name

Title

Signature _____

Attachment 1
Bus Driver Examinations

To provide physical examinations to bus drivers/monitors between July 1 and August 31. Serve as a consultant to the Board in the development and maintenance of guidelines and policies for minimum standards of physical requirements for bus drivers, as set out in 702 KAR 5:080, Sections 3,4, and 5.

A licensed physician shall determine on the attached forms the physical qualifications of designated FCPS employees to drive a school bus as prescribed by statute and in this RFP. Physical examinations to include but not be limited to the following:

- a. examinations, testing and reporting of results in compliance with the requirements set out in 702 KAR 5: 080, Section 1; 704 KAR 4: 0202, Section 1; and 49 CFR 391.41, all of which regulations are incorporated herein by reference as a part of this contract, excluding a psychological screening.
- b. Medical history and physical examinations, including vital signs, height, weight and blood pressure check.
- c. Recommendations regarding employment limitations.
- d. Recommendations for follow-up and treatment, with referrals as appropriate. Consultation costs shall be the responsibility of the bus driver.
- e. Results of all required testing under this contract and the referenced regulations to the Superintendent's designee on the required Kentucky Department of Education forms TC94-35, dated July, 1990, and supplement to TC94-35 (Physical Examination Form).
- f. Issuance of a DOT card with each exam.
- g. Summary reports listing the names of employees and their status in reference to physical qualifications issued to the Division of Transportation upon request.

Attachment 2
New Employee Physical Examinations

To provide physical examinations to newly hired staff except bus drivers or drivers of special vehicles who are otherwise covered, within 90 days of hire. A licensed physician shall determine on the applicable forms the physical qualifications of designated FCPS employees as prescribed by statute and in this proposal. Physical examinations to include but not be limited to the following:

- a. Examinations, testing and reporting of results to the Superintendent's designee in compliance with 704 KAR 4: 020, Section 1, and 49 CFR 391.41.
- b. Medical history and physical examinations, including vital signs, height weight and blood pressure check.
- c. Tuberculin screening and immunization update upon initial employment
- d. Recommendations regarding employment limitations.
- e. Recommendations for follow-up and treatment, with referrals as appropriate. Consultation costs shall be the responsibility of the employee.
- f. Results of required testing to the Superintendent's representative on the form entitled Medical Examination of School Employees Form prescribed by the Kentucky Department of Education.
- f. Summary reports listing the names of employees and their status upon request.

Commented [112]: Results of required testing to the Superintendent's representative on the for entitled Medical Examination of School Employees Form prescribed by the Kentucky Department of Education, dated May 12, 2012

Attachment 3
Administration of Hepatitis B and Post Exposure Services

The Fayette County Public Schools seeks to engage an appropriate and qualified service provider to develop, administer, coordinate and implement a comprehensive Hepatitis B Immunization program for employees. FCPS is required to offer the Hepatitis B vaccine to employees upon blood exposure. The number of persons employed by the district to whom this program is to be offered varies. It should be noted, that this is a voluntary program insofar as it is the employee's decision whether to accept the vaccination series. The program shall include the following components: education, coordination, development, administration, implementation, follow-up strategies and any other activities deemed appropriate.

- a. In conjunction and accordance with KY OSHA standards 1910.1030 covering blood borne pathogens and standard medical practice, the service provider shall be responsible for assuming all functions necessary to plan, develop, coordinate and administer the Hepatitis B Immunization Program for the Fayette County Public Schools.
- b. Administer to employees who elect to participate a series of vaccinations (currently three (3) shots).
- c. Post exposure counseling, including monitoring, forms completion, counseling, and management for the immediate injury and periodic follow-ups.
- d. Scheduled follow-up for one (1) year.
- e. The service provider shall develop and provide an educational program which may include reading materials, videos, oral presentations and any other appropriate information which shall give employees a general explanation about Hepatitis B, symptoms, modes of transmission, control measures, the vaccine, etc.
- f. The successful service provider shall be responsible for the procurement of the Hepatitis B vaccine from a pharmaceutical company and for storage of the vaccine. A series of vaccinations (currently three) shall be given to each person who chooses to participate in the program in accordance with the proper administration schedule.
- g. The immunizations shall be given at a location to be mutually agreed upon. Arrangements shall be made by the service provider for the appropriate medical personnel to administer the vaccine and clerical assistance for all necessary duties related to the program.
- h. All necessary correspondence including, but not limited to, forms, waivers, and notices shall be agreed upon by both parties. All record-keeping, notification to employees, scheduling functions, and follow-up letters, and documentation of receipt of forms by the employee shall be prepared and/or handled by the service provider and kept in secured storage thereafter. Records must be available to designated Fayette County Public Schools and to Kentucky OSHA officials on request.
- i. Any and all equipment required for the administration of the program shall be obtained and/or arranged for by the service provider. This includes preparing the room(s) in which the vaccines shall be given. Also, any clean-up of the specific site that is necessary following the administration of the vaccines shall be coordinated and managed by the service provider. The service provider shall be responsible for the storage of any necessary equipment.

Attachment 3 (Cont'd)
Administration of Hepatitis B and Post Exposure Services

- j. Summary reports listing the names of employees and their status in reference to:
- Attendance at an educational program,
 - Receipt of each immunization in the series, or
 - Signature of waivers,

Shall be prepared, updated and sent to FCPS Division of Risk Management and Safety no less than every three months.

Attachment 4 Drug and Alcohol Testing

To provide Drug and Alcohol screens and or tests. Drug and alcohol testing should be a two stage process and shall adhere to all applicable regulations for commercial drivers. First, a screening test should be performed. If it is positive for one or more of the drugs listed, then a confirmation test should be performed for each identified drug. Confirmation test should be conducted using state-of-the-art gas chromatography/mass spectrometry analysis (GC/MS). Confirmation tests shall ensure that over-the-counter medications or preparations are not reported as positive results. Please include your company's procedures in the response section of the proposal and entitle it "Drug and Alcohol Testing." Please outline cost for providing services for the estimated number of tests. All Costs shall be identified in the proposal and shall include but not be limited to sample collection, laboratory analysis and MRO review.

Drug and Alcohol Testing

- Pre-Employment Testing Procedures (CDL Only)
- Random Testing Procedures (CDL Only)
- Post-Accident Testing Procedures
- Reasonable Cause Testing Procedures
- Return to Duty Testing Procedures
- Follow Up Testing Procedures

FCPS shall consider

How shall random drug and alcohol testing work

How shall drug and alcohol testing be conducted (methods)

Who shall do the drug and alcohol testing

How is confidentiality of testing records handled

What drugs are tested for, all urine specimens should be analyzed for at least:

(Marijuana (THC metabolite), Cocaine, Amphetamines, Opiates (including heroin) and Phencyclidine(PCP))

Drug testing collection procedures in accordance applicable regulations

Utilization of DOT certified laboratories for analysis and collection

Providing split sample DOT drug collection services

Prompt reporting (within 24 hours) and reporting methods (secure FAX, voice or e-mail)

In house drug screening for the 5 NIDA drug groups and availability of results

Are positive screens sent to a laboratory for confirmation?

Written drug and alcohol testing procedures

Written procedures concerning accuracy, reliability and confidentiality of test results.

Written "Chain of Custody" procedures for the facility

Training and proficiency requirements for breath alcohol technicians (BAT)

Quality assurance plans for the breath testing devices, and protection of employee test records

Use of certified laboratories

Extensive training received by the Medical Review Officer

Procedures for review and reporting results directly to the designated FCPS contact person

Random Selection Drug Testing Program

(Explain computer software and staff available to manage the selection process for randomly testing DOT and non-DOT covered employees)

Commented [I3]: CDL Only

Commented [I4]: CDL Only

Attachment 5
Medical Qualifications for School Bus Drivers

I. Kentucky Administrative Regulation 702 KAR 5:080 states that:

"A local board of education shall require annual medical examination of each school bus driver and drivers of special vehicles used to transport school children to and from school and events related to the schools. The medical examination shall include tests for hearing and vision disorders, and serious medical conditions including diabetes, epilepsy, heart disease, and other chronic or communicable diseases if indicated in the opinion of the examining physician. The examination shall include tests for tuberculosis upon initial employment and positive reactors shall be required to have further evaluations. Drug tests shall be conducted in accordance with the Kentucky Department of Education, Division of Pupil Transportation drug testing procedures, KDE-1530, and shall be a condition of initial employment for Kentucky School Bus Drivers, School Bus Mechanics, and other local school district personnel who drive a school bus.

II. Medication:

No Dilantin, no anticoagulants, no digitalis, and no major tranquilizers. For all medication prescribed by a physician, a statement from the prescribing physician is required that states the name, dose, and indication for the drug or drugs. The attending physician shall evaluate any medication and/or drug prescribed and also all non-prescribed drugs to determine if such medications/drugs would interfere with the ability of the driver to operate a motor vehicle.

III. Screening Evaluation:

- Eyes:** 1. A bus driver must have minimal acuity of 20/40 with both eyes open with or without corrective lenses. Any visual acuity worse than 20/40 with both eyes open disqualifies a driver. If vision in both eyes is worse than 20/70 without corrective lenses then:
- a. The driver must wear eye-glasses. No restriction if wearing contact lenses.
 - b. Driver restricted to in-county and not on interstate.
2. Color blindness: The driver must be able to distinguish the colors of traffic signals showing red, green, and yellow. The driver must get 100% of these colors correct - could use a "red lantern test" or object color discrimination test if "red lantern test" is not available.
- Ears:** 1. Audiometric Screening:
- a. Prospective school bus drivers should be screened for hearing at 30 db for the frequencies of 250, 500, 1000, 2000, 4000, and 8000 Hz-both ears.
 - b. Pass/Fail Criteria: Refer for further testing 1) if a person fails two (2) or more frequencies within the speech range (500, 1000, or 2000 Hz) an audiometric threshold test shall be performed. If the results of that threshold test reveal an average of 30 db or greater in the speech frequencies for either ear, the individual should be referred for complete audiological testing.
2) refer for further testing biannually if driver wears a hearing aid.

Attachment 5 (Cont'd)
Medical Qualifications for School Bus Drivers

2. Audiologic Testing:

Those persons who fail the screening or wear a hearing aid should be referred for more complete audiometric testing. In order to be eligible to drive a school bus, the driver must meet the following criteria:

- a. Have a speech reception threshold of 30 db or better in at least one (1) ear, and;
- b. Have a discrimination of 80% or better in at least one ear (measured in quiet and in noise), and;
- c. Demonstrate localization ability to speech signals at 50 db in sound field.

OR

With a hearing aid - the person must:

- a. Have a speech reception threshold of 30 db or better in sound field, and;
- b. Have a discrimination score of 80% or better in sound field, and;
- c. Demonstrate localization ability to speech signals at 50 db in sound field.

Blood Pressure: No diastolic 110 or over on repeated tests should have medical evaluation.

Diabetes: Known or newly detected confirmed diabetics should not be hired if on insulin if FBS exceeds 200. If a person develops diabetes while working as a school bus driver, he/she may continue to drive as long as controlled and maintained without insulin. Should have UA, FBS, and cholesterol every six (6) months.

EDUCATION, ARTS AND HUMANITIES CABINET

DEPARTMENT OF EDUCATION

OFFICE OF DISTRICT SUPPORT SERVICES

702 KAR 5:080. Bus drivers' qualifications; responsibilities.

RELATES TO: KRS 156.160, 189.540, 49 CFR, Sections 382-201 through 382.215 and Section 391

STATUTORY AUTHORITY: KRS 156.160, 189.540

NECESSITY AND FUNCTION: KRS 156.160 requires the Kentucky Board of Education to adopt administrative regulations relating to the transportation of children to and from school and to medical inspections and other matters deemed relevant to the protection of the physical welfare and safety of public school children; and KRS 189-540 requires the state board to adopt administrative regulations to govern the design and operation of school buses. This administrative regulation implements those duties relative to the qualifications and responsibilities of the school bus driver.

Section 1. (1) A local board of education shall require an annual medical examination of each school bus driver and drivers of special vehicles used to transport school children to and from school and events related to the schools.

(2) The medical examination shall include tests for:

- (a) hearing and vision disorders;
- (b) emotional instability; and
- (c) serious medical conditions including:
 - 1. diabetes;
 - 2. epilepsy;
 - 3. heart disease; and
 - 4. other chronic or communicable diseases if it indicated in the opinion of the examining physician.

- (3) The examination shall include risk factor assessment for tuberculosis upon initial employment and positive reactors shall be required to have further evaluations.
- (4) A medical examination of a school bus driver shall be reported on a form prescribed by the State Department of Education and submitted to the local superintendent.
- (5) The form required by subsection (4) of this section, TC 94-35, July 1990, and Supplement to TC 94-35, are incorporated by reference and may be obtained from the Division of Pupil Transportation, Department of Education, 15th Floor, Capital Plaza Tower, Frankfort, Kentucky 40601.

Commented [I15]: The examination shall include risk factor assessment for tuberculosis upon initial employment and positive reactors shall be required to have further evaluations.

Attachment 6
Peace Officer Professional Standards (POPS) Examinations

To provide Peace Officer Professional Standards (POPS) Examinations to newly-hired FCPS law enforcement personnel within 90 days of hire.

Utilizing Form G-3 (Medical Screening Guidelines), a qualified physician shall determine the physical qualifications of designated FCPS law enforcement officers as prescribed by the Kentucky Law Enforcement Council's Peace Officer Professional Standards (POPS) and this proposal. As noted on the enclosed materials relating to the Peace Officer Professional Standards (POPS) Exam, the examination shall include but not be limited to the following:

- a. Medical History (based on review of the employee's completed Medical History Statement — Form G-2);
- b. Medical Examination (per Medical Examination Report — Form G-1) including but not limited to the following clinical tests :
 - Urinalysis (Dipstick)
 - Tuberculosis (Mantoux) and
 - Electrocardiogram (ECG), only if indicated by history or if resting pulse is less than 50 or greater than 100;
- c. Medical Release (per Physician's Medical Release Form — Form T-1a);
- d. Results of required testing to the Director of FCPS's Division of Law Enforcement including but not limited to completed Forms G-1, G-2 and T-1a.
- e. Summary reports listing the names of FCPS law enforcement personnel and their status upon request.

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
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