



**SCHOOL DISTRICT OF
WARREN COUNTY PUBLIC SCHOOLS
BOWLING GREEN, KENTUCKY**

REQUEST FOR PROPOSAL

RFP # 2021-06

EMPLOYEE COVID-19 TESTING

**PROPOSAL SUBMISSION DEADLINE:
10:00 AM (CT), MONDAY, JUNE 27, 2020**

[may be submitted by email or by mail carrier]

This document constitutes a Request for Proposal for a Goods and/or Services Contract (herein known as Contract) from qualified individuals and organizations to furnish those goods and/or services as described herein for Warren County Public Schools.

Offerors are advised that any Contract resulting from this RFP must comply with all applicable provisions of [KRS 45A](#), as well as all federal, state, local, and District laws and regulations referenced in this RFP.

A Contract based on this RFP may or may not be awarded. Any Contract award from this RFP is invalid until properly approved and executed by the Warren County Board of Education.

The following terms are interchangeable: Warren County School District, Warren County Public Schools, Warren County Schools, Warren County, Warren County Schools Board of Education, Board of Education, Board, the school district, the District, and WCPS

The following terms are interchangeable: Solicitation, Request for Proposal, and RFP

The following terms are interchangeable: Offeror, Vendor, Proposer, Contractor

The following terms are interchangeable: Cost, Price

The following terms are interchangeable: Commonwealth of Kentucky, Commonwealth, State

The Chief Procurement Officer is the Superintendent of Warren County Public Schools.

The pronoun "he" is intended to include all persons, regardless of gender, gender identity, and gender expression.

DEFINITIONS

RFP

Request for Proposal

OFFEROR, VENDOR, CONTRACTOR, PROPOSER

A company, organization, or individual who submits a proposal to deliver goods and/or services.

PROPOSAL

A complete and properly signed document, proposing to do the work for the sum(s) stipulated therein, supported by data called for by the RFP documents.

All definitions set forth in the General Conditions of the Contract for goods and/or services or in other Contract documents and the Board's Procurement Regulations are applicable to the proposals submitted.

To meet all WCPS Board of Education, State, and Federal requirements, to ensure maximum competition, and to encourage vendors of all statuses to respond, supporting terms and conditions are included in this solicitation. Depending on how the requested services are funded will determine the applicable terms.

Please read this RFP in its entirety to ensure you submit the appropriate documentation on time and sign the areas required.

MODEL PROCUREMENT REGULATIONS

Model Procurement Regulations adopted by the Warren County Board of Education shall be deemed incorporated by reference in these specifications as though quoted fully herein. Warren County Schools function under the [Model Procurement Code, Kentucky Revised Statutes 45A \(345-460\)](#). It is the responsibility of the Offeror to be familiar with these statutes.

VENDOR PROPOSAL SUBMISSION CHECKLIST

Please ensure that you have submitted each of the following documents with your response.

THE SOLICITATION RESPONSE COVER PAGE, TECHNICAL PROPOSAL,
AND COST PROPOSAL ***MUST BE SIGNED.***

SUBMIT THE FOLLOWING IN ENVELOPE OR BOX *(do not include pricing information here)*

THE FOLLOWING 7 ITEMS MAKE UP THE TECHNICAL PROPOSAL:

- ARTICLE 47 - CERTIFICATE OF INSURANCE REQUIREMENT [This is optional during the RFP process but is required within 5 business days of Contract award.]
- ATTACHMENT A *(signed)* - SOLICITATION RESPONSE COVER PAGE
- ATTACHMENT B - NON-DISCRIMINATION / MINORITY-OWNED BUSINESS FORM
- ATTACHMENT C *(notarized)* - REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS
- ATTACHMENT D (if applicable) *(notarized)* - RESIDENT VENDOR AFFIDAVIT
- ATTACHMENT E *(signed)* - RESPONSE TO GENERAL CONDITIONS
- ATTACHMENT F *(signed)* – VENDOR TECHNICAL RESPONSE

SUBMIT THE FOLLOWING IN SEALED SEPARATE ENVELOPE (and place it inside the technical response envelope/box)

THE FOLLOWING ITEM MAKES UP THE COST PROPOSAL:

- ATTACHMENT G *(signed)* - COST PROPOSAL (as instructed in Article 6)

PROHIBITION AGAINST CONFLICTS OF INTEREST, GRATUITIES AND KICKBACKS

(1) IT SHALL BE A BREACH OF ETHICAL STANDARDS FOR ANY EMPLOYEE WITH PROCUREMENT AUTHORITY TO PARTICIPATE DIRECTLY IN ANY PROCEEDING OR APPLICATION; REQUEST FOR RULING OR OTHER DETERMINATION; CLAIM OR CONTROVERSY; OR OTHER PARTICULAR MATTER PERTAINING TO ANY CONTRACT, OR SUBCONTRACT, AND ANY SOLICITATION OR PROPOSAL THEREFOR, IN WHICH TO HIS KNOWLEDGE: (A) HE, OR ANY MEMBER OF HIS IMMEDIATE FAMILY HAS A FINANCIAL INTEREST THEREIN; OR (B) A BUSINESS OR ORGANIZATION IN WHICH HE OR ANY MEMBER OF HIS IMMEDIATE FAMILY HAS A FINANCIAL INTEREST AS AN OFFICER, DIRECTOR, TRUSTEE, PARTNER, OR EMPLOYEE, IS A PARTY; OR (C) ANY OTHER PERSON, BUSINESS, OR ORGANIZATION WITH WHOM HE OR ANY MEMBER OF HIS IMMEDIATE FAMILY IS NEGOTIATING OR HAS AN ARRANGEMENT CONCERNING PROSPECTIVE EMPLOYMENT IS A PARTY. DIRECT OR INDIRECT PARTICIPATION SHALL INCLUDE BUT NOT BE LIMITED TO INVOLVEMENT THROUGH DECISION, APPROVAL, DISAPPROVAL, RECOMMENDATION, PREPARATION OF ANY PART OF A PURCHASE REQUEST, INFLUENCING THE CONTENT OF ANY SPECIFICATION OR PURCHASE STANDARD, RENDERING OF ADVICE, INVESTIGATION, AUDITING, OR IN ANY OTHER ADVISORY CAPACITY.

(2) IT SHALL BE A BREACH OF ETHICAL STANDARDS FOR ANY PERSON TO OFFER, GIVE, OR AGREE TO GIVE ANY EMPLOYEE OR FORMER EMPLOYEE, OR FOR ANY EMPLOYEE OR FORMER EMPLOYEE TO SOLICIT, DEMAND, ACCEPT, OR AGREE TO ACCEPT FROM ANOTHER PERSON, A GRATUITY OR AN OFFER OF EMPLOYMENT, IN CONNECTION WITH ANY DECISION, APPROVAL, DISAPPROVAL, RECOMMENDATION, PREPARATION OF ANY PART OF A PURCHASE REQUEST, INFLUENCING THE CONTENT OF ANY SPECIFICATION OR PURCHASE STANDARD, RENDERING OF ADVICE, INVESTIGATION, AUDITING, OR IN ANY OTHER ADVISORY CAPACITY IN ANY PROCEEDING OR APPLICATION, REQUEST FOR RULING OR OTHER DETERMINATION, CLAIM OR CONTROVERSY, OR OTHER PARTICULAR MATTER, PERTAINING TO ANY CONTRACT OR SUBCONTRACT AND ANY SOLICITATION OR PROPOSAL THEREFOR.

(3) IT IS A BREACH OF ETHICAL STANDARDS FOR ANY PAYMENT, GRATUITY, OR OFFER OF EMPLOYMENT TO BE MADE BY OR ON BEHALF OF A SUBCONTRACTOR UNDER A CONTRACT TO THE PRIME CONTRACTOR OR HIGHER TIER SUBCONTRACTOR OR ANY PERSON ASSOCIATED THEREWITH, AS AN INDUCEMENT FOR THE AWARD OF A SUBCONTRACT OR ORDER.

(4) IT SHALL BE A BREACH OF ETHICAL STANDARDS FOR ANY PUBLIC EMPLOYEE OR FORMER EMPLOYEE KNOWINGLY TO USE CONFIDENTIAL INFORMATION FOR HIS ACTUAL OR ANTICIPATED PERSONAL GAIN, OR THE ACTUAL OR ANTICIPATED PERSONAL GAIN OF ANY OTHER PERSON.

NOTE: THIS PROHIBITION AGAINST CONFLICTS OF INTEREST AND GRATUITIES AND KICKBACKS SHALL BE CONSPICUOUSLY SET FORTH IN EVERY LOCAL PUBLIC AGENCY WRITTEN CONTRACT AND SOLICITATION THEREFOR.

STATEMENT PURSUANT TO KRS 45A.990

ANY EMPLOYEE OR ANY OFFICIAL OF THE BOARD OF EDUCATION OF WARREN COUNTY, KENTUCKY, ELECTIVE OR APPOINTIVE, WHO SHALL TAKE, RECEIVE, OR OFFER TO TAKE OR RECEIVE, EITHER DIRECTLY OR INDIRECTLY, ANY REBATE, PERCENTAGE OF CONTRACT, MONEY, OR OTHER THINGS OF VALUE, AS AN INDUCEMENT OR INTENDED INDUCEMENT, IN THE PROCUREMENT OF BUSINESS, OR THE GIVING OF BUSINESS, FOR, OR TO, OR FROM, ANY PERSON, PARTNERSHIP, FIRM OR CORPORATION, OFFERING, BIDDING FOR, OR IN OPEN MARKET SEEKING TO MAKE SALES TO THE BOARD OF EDUCATION OF WARREN COUNTY, KENTUCKY, SHALL BE DEEMED GUILTY OF A FELONY AND UPON CONVICTION SUCH PERSON OR PERSONS SHALL BE PUNISHED BY A FINE IN AN AMOUNT NOT LESS THAN ONE THOUSAND DOLLARS (\$1,000) AND NOT GREATER THAN TEN THOUSAND DOLLARS (\$10,000) OR DOUBLE THE GAIN FROM COMMISSION OF THE OFFENSE, WHICHEVER IS THE GREATER, OR BY IMPRISONMENT FOR NOT LESS THAN FIVE (5) YEARS NOR MORE THAN TEN (10) YEARS, OR BOTH SO FINED AND IMPRISONED IN THE DISCRETION OF THE JURY.

EVERY PERSON OFFERING TO MAKE, OR PAY, OR GIVE, ANY REBATE, PERCENTAGE OF CONTRACT, MONEY OR ANY OTHER THING OF VALUE, AS AN INDUCEMENT OR INTENDED INDUCEMENT, IN THE PROCUREMENT OF BUSINESS, OR THE GIVING OF BUSINESS, TO ANY EMPLOYEE OR TO ANY OFFICIAL OF THE BOARD OF EDUCATION OF WARREN COUNTY, KENTUCKY, ELECTIVE OR APPOINTIVE, IN HIS EFFORTS TO BID FOR, OR OFFER FOR SALE, OR TO SEEK IN THE OPEN MARKET, SHALL BE DEEMED GUILTY OF A FELONY AND SHALL BE PUNISHED BY A FINE IN AN AMOUNT NOT LESS THAN ONE THOUSAND DOLLARS (\$1,000) AND NOT GREATER THAN TEN THOUSAND DOLLARS (\$10,000) OR DOUBLE THE GAIN FROM COMMISSION OF THE OFFENSE, WHICHEVER IS THE GREATER, OR BY IMPRISONMENT FOR NOT LESS THAN FIVE (5) YEARS NOR MORE THAN TEN (10) YEARS, OR BOTH SO FINED AND IMPRISONED IN THE DISCRETION OF THE JURY, OR BY A FINE IN AN AMOUNT NOT TO EXCEED TWENTY THOUSAND DOLLARS (\$20,000) IF THE OFFENSE IS COMMITTED BY A FIRM OR CORPORATION.

INSTRUCTIONS AND CONDITIONS

Note: All time references in this RFP refer to the Central Time Zone.

Release of RFP	7/13/20
Proposals Due by 10:00 am	7/27/20
<p>Proposals may be submitted <u>either</u> of the two following ways:</p> <p>1. Email to: kathy.phelps@warren.kyschools.us</p> <p>For emailed proposals, all required signature pages must be scanned and emailed. Pages without required signatures may be sent as their original files or converted to PDF.</p> <p>[or]</p> <p>2. Mail to: Warren County Schools Board Office, 303 Lovers Lane, Bowling Green, KY 42103 (All proposals will be date and time stamped and initialed by the WCPS employee on duty)</p> <p>ALL PROPOSALS MUST BE RECEIVED BY THE DEADLINE. Simply sending the email or postmarking the package by the deadline does not mean it's received. It must either be received in the email inbox or received at the District office on or before the deadline date and time.</p> <p>*** In-person, hand-delivered proposals will not be accepted due to District offices being closed during the COVID-19 State of Emergency.</p>	

ARTICLE 1 - RFP POSTING

1.1

Electronic copies of the RFP and addenda may be downloaded anytime from the [WCPS website](#) while the RFP is posted.

ARTICLE 2 - QUESTIONS

2.1

Due to the time-sensitive nature of this service, the District will not be taking questions for this RFP. You will find that the responses needed by interested vendors should be relatively simple to complete.

2.2

Any unauthorized contact with any other official or employee of the District in connection with this Request for Proposal is prohibited and may be cause for disqualification of the Offeror.

[The remainder of this page intentionally left blank.]

ARTICLE 3 - DATE AND TIME OF CLOSING

3.1

Proposals will be received until 10:00 am (CT), Monday, July 27, 2020. Proposals must be received by this deadline to be considered for evaluation. Proposals received after the scheduled deadline will be considered non-responsive and will not be evaluated.

3.2

Proposals may be submitted by email or by mail carrier delivery.

3.3

In-person, hand-delivered proposals will not be accepted due to District offices being closed during the COVID-19 State of Emergency.

ARTICLE 4 - SCOPE OF WORK

Kentucky Governor Andy Beshear recommends that everyone be tested for COVID-19. In full support of the Governor's recommendations, the Warren County School Board is soliciting proposals from Warren County, Kentucky providers to **administer Employee COVID-19 Testing to District Faculty and Staff members**. The District intends to award to a single provider but may choose to award to up to three providers.

- The COVID-19 Test provider (Contractor) shall administer the tests onsite at each District location.

Faculty and staff member health and safety is paramount. In the event an emergency occurs, the Contractor shall immediately report the emergency to a District authorized representative.

The District reserves the right to waive informalities and minor irregularities in proposals received, to request additional information, and to negotiate with Contractors. In the best interest of the District, the District reserves the right to cancel this RFP at any time for any reason and to refrain from awarding a Contract.

[The remainder of this page intentionally left blank.]

ARTICLE 5 - TECHNICAL PROPOSAL (Worth up to 100 points)

5.1

Include the following 7 items with your Technical Proposal:

- **Certificate of Insurance** (Shown in Article 47).
 - This is optional during the RFP process but is required within 5 business days of Contract award.
- **Attachment A (signed)**, Solicitation Response Cover Page
- **Attachment B**, Non-Discrimination/Minority-Owned Business Form
- **Attachment C (notarized)**, Required Affidavit for Bidders, Offerors and Contractors
- **Attachment D (if applicable) (notarized)**, Resident Vendor Affidavit
- **Attachment E (signed)**, General Conditions
 - Offerors may copy and paste this onto a separate document and respond accordingly.
 - Be sure to sign where indicated.
- **Attachment F (signed), Vendor Technical Response**

5.2

Submit one (1) original of the Technical Proposal.

5.3

Attachment A, Solicitation Response Cover page, must be signed in ink. No proposal may be signed after being opened. Unsigned proposals will be rejected.

ARTICLE 6 - COST PROPOSAL (Worth up to 100 points)

6.1

Complete all areas of the Cost Proposal (Attachment G).

6.2

The COST PROPOSAL must be signed in ink. No proposal may be signed after being opened. Unsigned proposals will be rejected.

6.3

When submitting hard copy via mail carrier, the COST PROPOSAL should be submitted in a separate sealed envelope from your Technical Proposal. You may place the sealed cost proposal inside the Technical Proposal envelope/box.

If emailing the proposal, you can submit everything in one email or send multiple emails if the files are too large to send at the same time. ***All emails*** must be *received* in the District inbox by the deadline to be considered responsive.

ARTICLE 7 - OTHER EVALUATION AND PROPOSAL INFO

Technical Proposals will be reviewed and scored up to 100 points. Cost Proposals will be evaluated by the District and scored up to 100 points. The Vendor that presents the Best Overall Value for the District will be determined the winning Offeror.

7.1

Each part of the proposal should be marked "Technical Proposal" or "Cost Proposal."

7.2

By submitting a proposal, the vendor indicates that it has read, understands, and agrees to all the specifications and deliverables outlined in this RFP.

7.3

Proposals may be submitted either of the two following ways:

1. Email to: kathy.phelps@warren.kyschools.us

For emailed proposals, all required signature pages must be scanned and emailed. Pages without required signatures may be sent as their original files.

If emailing the proposal, you can submit everything in one email or send multiple emails if the files are too large to send all at once. All emails must be *received* in the District inbox by the deadline.

IF YOU HAVE ANY QUESTIONS ABOUT THE SUBMITTING VIA EMAIL OR ABOUT SIGNING, SCANNING, AND EMAILING, CONTACT kathy.phelps@warren.kyschools.us.

[or]

2. Mail to:

Warren County Schools Board Office
Attn: RFP 2021-06 SUBMISSION
303 Lovers Lane
Bowling Green, KY 42103

ALL PROPOSALS MUST BE RECEIVED BY THE DEADLINE. Simply sending the email or postmarking the package by the deadline does not mean it's received. It must either be received in the email inbox or received at the District office on or before the deadline date and time.

In-person, hand-delivered proposals will not be accepted due to District offices being closed during the COVID-19 State of Emergency.

7.4

The Board of Education will not assume responsibility for any delay because of failure of the mail or delivery services to deliver proposals on time or because of email or Internet issues. These will be considered non-responsive.

7.5

NOTIFICATION OF AWARD – Following evaluations of proposals, the District Finance Department will submit Contract award recommendations to the Warren County School Board for review at its next Board meeting. If the School Board approves the recommendations, the Finance Department will notify awarded vendors. Please note that this process may take several weeks, depending on the length of time between completion of proposal evaluations and the next scheduled School Board meeting.

ARTICLE 8 – ORAL PRESENTATIONS

Oral presentations may be requested by the Offerors. If oral presentations are held, a set list of questions will be asked of all Offerors. Clarifications may be requested and follow-up questions may occur, based on Offeror responses. If oral presentations are held, please send a knowledgeable representative(s) who can speak on behalf of the company. Oral presentations may be held in person, via conference call, or via video conference.

ARTICLE 9 - AWARD OF CONTRACT

Upon determining the proposals received from the Offerors constitute a competitive range wherein the best interests of the school system shall be served, the Contract will be awarded to the best-evaluated Offeror(s) submitting proposals after the application of any reciprocal preference for resident bidders as required by the Kentucky Model Procurement Code.

ARTICLE 10 - RECIPROCAL PREFERENCE

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 proposals, Warren County Public Schools will apply a reciprocal preference against an Offeror submitting a proposal from a state that grants residency preference equal to the preference given by the state of the nonresident Offeror. Residency and nonresidency 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 (included in this RFP) affirming that it meets the criteria as set forth in the above referenced statute.

ARTICLE 11 - PERIOD OF CONTRACT

The initial Contract period is expected to be from the earliest possible Board approval through June 30, 2021. If needed and upon mutual agreement of the parties, the Contract may be renewed for up to three 1-year periods (July 1, 2021 - June 30, 2022, July 1, 2022 - June 30, 2023, July 1, 2023 - June 30, 2024).

All prices and costs shall remain firm for the initial Contract period. Prices and costs for renewal periods may remain firm or may be negotiated and mutually agreed upon by the parties.

ARTICLE 12 – PAYMENTS

If necessary, payment for services will be made upon satisfactory completion of deliverables.

Invoices shall be sent to:

Warren County Public Schools
Attn: Accounts Payable
303 Lovers Lane
Bowling Green, KY 42103

MAINTENANCE OF RECORDS

Successful bidders must maintain records for a minimum of three years after the final payment on the Contract.

ARTICLE 13 - DISCUSSION OF PROPOSALS

13.1

The WCPS Buyer may conduct post negotiations of technical aspects of the proposals, items, and/or prices after reviewing all proposals submitted. If negotiations are necessary, the Buyer will facilitate negotiations with the highest-scoring Offeror, and then the next highest-scoring Offerors as necessary until a Contract is awarded.

13.2

The Offeror's representative shall be qualified for answering and giving administrative and technical clarifications relative to the proposal.

13.3

The District reserves the right to seek Best and Final Offers from Offerors.

ARTICLE 14 - TREATMENT OF PROPOSALS

14.1

A Contract may be awarded based on the proposals as submitted, or the District may elect to negotiate as to technical performance or price, or both, with Offerors whose proposals fall in the competitive range as defined in the RFP.

14.2

Proposals will not be open to the public nor be disclosed to unauthorized persons prior to award of Contract. After final execution of the awarded Contract(s), in accordance with [KRS 61.872 Right to Inspection](#), all proposals shall be open to public inspection, subject to any continuing prohibition on the disclosure of confidential data.

ARTICLE 15 - MODIFICATION OR WITHDRAWAL OF PROPOSAL

15.1

All proposals shall be valid for a period of sixty (60) days from the opening date to allow for tabulation, study, negotiation, and consideration by the WCPS Board or its designee. The Offeror may withdraw a proposal, without prejudice, prior to the published opening date.

15.2

Prior to the closing date and time designated for receipt of proposals, proposals submitted early may be modified or withdrawn only by notice to the party receiving proposals *prior* to the closing time designated for receipt of proposals.

15.3

Any modification shall be so worded as not to reveal the amount of the original proposed cost. To do so will render the modification and original proposal invalid.

15.4

Withdrawn proposals may be resubmitted up to the closing time designated for the receipt of proposals provided they are then fully in conformance with these instructions to Offerors.

ARTICLE 16 - INTERPRETATION OR CORRECTION OF RFPs

16.1

Offerors shall promptly notify the WCPS Buyer of any ambiguity, inconsistency, or error that it may discover upon examination of the RFPs or of the local conditions.

16.2

Any interpretation, correction, or change of the RFP will be made by addendum, issued by the WCPS Buyer, and posted to the WCPS website. Offerors are encouraged to check the website often. Interpretations, corrections, or changes in the RFP made in any other manner will not be binding and Offerors shall not rely upon such interpretations, corrections, and changes.

ARTICLE 17 – REVISIONS AND ADDENDA

17.1

Revisions and addenda will be posted to the [WCPS website](#). It is important for Offerors to check the website often for posted revisions and addenda.

17.2

No revisions or addenda will be issued later than seven (7) days prior to the submission deadline of proposals, except for postponing the date for receipt of proposals, or withdrawing the request for proposals.

17.3

Each Offeror shall determine prior to submitting his proposal that it has received all addenda issued. Offerors are responsible for submitting proposals using the latest version (revision) and addenda of the RFP.

ARTICLE 18 - RIGHT TO REJECT

18.1

The Warren County Board of Education reserves the right to reject any and all proposals where the best interests of the Board may be served, including the right to award a Contract without any further discussion or negotiation with anyone proposing these services. The Warren County Board of Education also reserves the right to reject any proposal where evidence or information submitted by the Offeror does not satisfy the Board of Education that the Offeror is qualified to carry out the details of the Contract.

18.2

Grounds for the rejection of proposals include but shall not be limited to:

- (a) Failure of a proposal to conform to the essential requirements of the RFP.
- (b) Submitting a proposal which does not conform to the specifications contained or referenced in the RFP.
- (c) Submitting a proposal imposing conditions which would modify the terms and conditions of the RFP, or limit the Offeror's liability to the Board on the Contract awarded on the basis of such RFP.
- (d) Submitting a proposal determined by the WCPS Buyer in writing to be unreasonable as to price.
- (e) Proposals received from Offerors determined not to be responsive or responsible Offerors.
- (f) Proposals received from Offerors determined not to be qualified based on current or on past performance on WCPS projects.

ARTICLE 19 - RIGHT TO WAIVE TECHNICALITIES OR IRREGULARITIES

19.1

The right to waive technicalities and minor irregularities in proposals shall be maintained and preserved in the case of all RFPs issued by the Board.

19.2

Technicalities or minor irregularities in proposals which may be waived when the WCPS Buyer determines that it will be in the Board's best interest to do so, are mere matters of form not affecting the material substance of proposal or some immaterial deviation from or variation in the precise requirements of the RFP and having none, or a trivial or negligible effect on price, quality, quantity or performance of the services being procured, the correction or waiver of which will not affect the relative standing of, or be otherwise prejudicial to other Offerors. The WCPS Buyer may either give an Offeror an opportunity to cure any deficiency resulting from a technicality or minor irregularity in its proposal, or waive such deficiency where it is advantageous to the Board to do so.

ARTICLE 20 - FAILURE TO RESPOND

Businesses that fail to respond to invitations for RFP or notices of availability on two (2) consecutive procurements of similar items may be removed from the applicable mailing list.

ARTICLE 21 - CONFIDENTIAL DATA

21.1

Prospective Offerors should designate those portions of the initial proposal which contain trade secrets or other proprietary data which is to remain confidential. This information should be *prominently noted* to avoid accidental distribution in the event of open records requests.

21.2

If the WCPS Buyer does not agree with the confidentiality of such data, or any portion thereof, he shall inform the Offeror in writing what portions of the proposal will be disclosed. The Offeror may protest this determination to the Chief Procurement Officer. The Chief Procurement Officer may maintain or overturn the determination with written approval of the Warren County Board of Education.

ARTICLE 22 - ACCEPTANCE BY BOARD

22.1

If awarded the Contract, the prices will then be firm for the time period indicated in ARTICLE 11.

22.2

All prices and quotations must be in ink or typewritten. No pencil figures will be permitted. Mistakes are to be crossed out and corrections inserted adjacent thereto and initialed by person signing quote. Corrections made with correction tape or fluid are also to be initialed.

22.3

It is the intent of the District to award a Contract(s) in due course and after a reasonable proposal evaluation period to the most responsive and responsible Offeror(s) considering all requirements set forth in the RFP, provided the acceptable proposed sum is within budgeted funds.

22.4

The right is reserved to reject any proposal where an investigation and evaluation of the Offeror's qualifications would give reasonable doubt that the Offeror could perform prompt and efficient completion of the work per the Contract.

ARTICLE 23 - FORM OF AGREEMENT (CONTRACT) BETWEEN BOARD AND OFFEROR

Unless otherwise provided in the RFP, the agreement to Contract will be written on a form of agreement between Board and Offeror bound by reference of the RFP.

ARTICLE 24 - TABULATIONS

Tabulations will be made by the Finance Department Buyer. Upon Contract executions(s), Offerors may contact the Buyer for copies of the tabulations. Until such time, Offerors are requested not to call the Finance Department for tabulations.

ARTICLE 25 - PRICES

Prices quoted herein or as negotiated by the parties are to remain firm for the project and period(s) described in this RFP. *Prices for additional projects within the scope of this RFP may be negotiated by the parties.*

ARTICLE 26 – KOSHA STANDARDS

If applicable, all materials and services must meet or exceed [Kentucky Occupational Safety and Health Standards](#) (KOSHA).

ARTICLE 27 - EXCUSE FOR NON-PERFORMANCE

The successful Offeror(s) shall be excused from performing hereunder during the time and to the extent that they are prevented from obtaining, delivering or performing in the customary way because of fire, strike, partial or total interruption of, loss or shortage of transportation facilities, lockout, commandeering of raw materials, products, plants or facilities by the government when satisfactory evidence thereof is presented to the other party providing it is satisfactorily established that the non-performance is not due to the fault or negligence of the party not performing.

ARTICLE 28 - PENALTIES

In case of default by the Offeror, Warren County Public Schools will follow procedures outlined in the Board's Model Procurement Regulations regarding termination for default, after which time the Board shall procure a substitute Offeror which shall operate under the remainder of the existing Contract breached by the Offeror and the original Offeror shall be liable for any and all excess costs incurred in the procurement of the substitute Offeror.

ARTICLE 29 - TAXES

30.1 - Kentucky Sales and/or Use Tax

(a) Offerors are informed that service Contracts of the Board of Education of Warren County, Kentucky are exempt from the provisions of the Kentucky Sales and/or Use Tax. Offeror will be furnished proper tax exemption certificates upon request.

(b) All adjustments and allowances for the current sales and/or use tax shall be provided for in the quoted amount as no adjustments will be permitted and/or made after the fact.

30.2 - Federal Excise Tax

The Board of Education of Warren County, Kentucky is entitled to exemption from Federal Excise Tax. All Offerors or Offerors shall take this into consideration in their bid.

30.3 - Deductions for Taxes, Worker's Compensation, etc.

(a) The Offeror will be required to accept liability for payment of all payroll taxes or deductions required by local, state, and federal law.

(b) Worker's Compensation Insurance shall be carried to the full amount as required by Kentucky Statutes.

ARTICLE 30 - NON-DISCRIMINATION

During the performance of Contracts resulting from this RFP, the Offer agrees as follows:

30.1

The Offeror shall not discriminate against any employee, applicant or subOfferor because of age, color, creed, handicap condition, marital or parental status, national origin, race, sex, sexual orientation, sexual identity, veteran status, political opinion or affiliation. The Offeror shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, color, creed, handicap condition, marital or parental status, national origin, race, sex, sexual orientation, gender identity, gender expression, veteran status, political opinion or affiliation. Such action shall include, although not limited to, the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff

or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Offeror agrees to post in conspicuous places notices setting forth the provisions of this Equal Opportunity clause.

30.2

The Offeror shall in all solicitations and/or advertisements for employees placed by or on behalf of the Offeror, state that all qualified applicants shall receive consideration for employment without regard to age, color, creed, handicap condition, marital or parental status, national origin, race, sex, sexual orientation, gender identity, gender expression, veteran status, political opinion or affiliation.

30.3

The Offeror shall cause any subofferor engaged to perform any services required by this Contract to include this Equal Opportunity clause in all solicitations, advertisements, and employment practices it shall perform.

ARTICLE 31 - UTILIZATION OF MINORITY OFFERORS

The utilization of minority Offerors and subofferors are encouraged on public Contracts. The Offeror should make full efforts to locate minority business persons. For assistance in identifying minority Offerors and subofferors, contact the Minority and Women Business Enterprise Certification Program at 502-564-8099 or the Office of Equal Opportunity and Contract Compliance at 502.564.2874.

2 CFR 200.321 - Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. All qualified Offerors are encouraged to submit proposals for the services requested.

ARTICLE 32 - SERVICES EVALUATION

If it is later established that said services fail to comply to these specifications and conditions, the Contract will be canceled. This will be done only after Offeror has been furnished (in writing) concerns regarding questionable deficiencies, and the problems have not been resolved.

ARTICLE 33 - REIMBURSEMENT/COSTS

WCPS will not reimburse Offerors for costs associated with the preparation, submission, or requested clarification of any proposal.

ARTICLE 34 – FUEL SURCHARGES

Awarded Offeror(s) may not add fuel surcharges or other miscellaneous charges to bid prices or invoices. All charges must be included in your bid price(s).

ARTICLE 35 – TOBACCO AND E-CIG FREE CAMPUSES

Smoking, tobacco use of any kind, and electronic cigarettes are strictly prohibited on any WCPS property. This prohibition includes all buildings and grounds and is in effect 24 hours a day, 7 days a week.

ARTICLE 36 - TERMINATION

Contracts may be terminated by the District at any time with 30 days' notice or upon the discretion of the school district, in a shorter period, if the terms of the Contract are violated.

ARTICLE 37 - N/A

ARTICLE 38 - ACCESS TO RECORDS

All Contracts over \$10,000 awarded by the School Food Authority, include a provision to the effect that the School Food Authority, the State Agency, USDA, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Offeror which are directly pertinent to that specific Contract, for the purpose of making audit, examination, excerpts, and transcriptions.

ARTICLE 39 - PENALTY

The designated supplier(s) reciprocally agrees to provide total requirements as listed herein, thereby minimizing occurrences when a school district may have to seek other interim product sources. Failure to deliver 100% of the items as agreed upon in the Contract - within 48 hours (or as mutually agreed) - shall be considered a default.

A successful bidder must have a proven (or believable) record of service, particularly with respect to delivering all items on a regularly scheduled basis, at favorable prices. A distributor may be designated as unacceptable if the requirements listed herein have been previously violated and/or poor communications exists between the Offeror and the school district.

Modifications, additions, or changes to the terms and conditions of this RFP may be a cause for rejection of a bid. Bidders are requested to submit all bids on the school District's official forms (if provided and mandated).

ARTICLE 40 - CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

In accordance with Federal Acquisition Regulation 52.209-5, the Offeror shall certify, by submitting the solicitation, that to the best of its knowledge and belief, the Offeror and/or its principals is (are) not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of Contracts by any State or Federal agency.

“Principals”, for the purposes of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of subsidiary, division, or business segment, and similar positions.)

ARTICLE 41 – N/A

ARTICLE 42 - DISCOUNTS, REBATES, ALLOWANCES AND INCENTIVES

The Offeror shall fully disclose all discounts, rebates, allowances, and incentives received from its suppliers. The Offeror must disclose and return to the Warren County Public School District, within a mutually agreed upon timeframe, the full amount of any discounts, rebates, or applicable credits that are received based on any purchases made on behalf of the District.

ARTICLE 43 – N/A

ARTICLE 44 - DATA SECURITY AND BREACH PROTOCOLS

Offerors that are provided by Warren County Public Schools with access to Personal Information as defined by and in accordance with Kentucky's Personal Information Security and Breach Investigation Act, KRS 61.931, et seq. (the “Act”), or that collect and maintain Personal Information on behalf of Warren County Public Schools, shall secure and protect the Personal Information and shall respond to any security breach relating to the Personal Information by, without limitation, complying with all requirements applicable to nonaffiliated third parties set forth in the Act and all requirements of this Article.

“Personal Information” is defined in accordance with KRS 61.931(6) as “an individual’s first name or first initial and last name; personal mark; or unique biometric or genetic print or image, in combination with one (1) or more of the following data elements:

- a) An account, credit card number, or debit card number that, in combination with any required security code, access code or password, would permit access to an account;
- b) A Social Security number;
- c) A taxpayer identification number that incorporates a Social Security number;
- d) A driver’s license number, state identification card number or other individual identification number issued by an agency;
- e) A passport number or other identification number issued by the United States government; or
- f) Individually Identifiable Information as defined in 45 C.F.R. sec. 160.013 (of the regulations under the Health Insurance Portability and Accountability Act), except for education records covered by the Family Education Rights and Privacy Act, as amended 20 U.S.C. sec 1232g.”

As provided in KRS 61.931(9)(a), a “security breach” means:

1. The unauthorized acquisition, distribution, disclosure, destruction, manipulation, or release of unencrypted or unredacted records or data that compromises or the agency (Warren County Public Schools) or the nonaffiliated third party (the Offeror) believes may compromise the security, confidentiality, or integrity of personal information and result in the likelihood of harm to one (1) or more individuals; or
2. the unauthorized acquisition, distribution, disclosure, destruction, manipulation, or release of encrypted records or data containing personal information along with the confidential process or key to unencrypt the records or data that compromises or the agency (Warren County Public Schools) or the nonaffiliated third party (the Offeror) reasonably believes may compromise the security, confidentiality, or integrity of personal information and result in the likelihood of harm to one (1) or more individuals.”

As provided in KRS 61.931(5), a “nonaffiliated third party” means “Any person that (a) has a Contract or agreement with an agency (Warren County Public Schools); and receives personal information from the agency (Warren County Public Schools) pursuant to the Contract or agreement.”

The Offeror hereby agrees to cooperate with Warren County Public Schools and the Commonwealth in complying with the response, mitigation, correction, investigation, and notification requirements of the Act and this Article. Without limitation of the foregoing, the Offeror agrees to the terms set forth below.

The Offeror shall notify as soon as possible, but within seventy-two (72) hours, Warren County Public Schools of a determination of or knowledge of a security breach relating to the Personal Information in the possession of the Offeror, unless the exception set forth in KRS 61.932(2)(b)2 applies and the Offeror abides by the requirements set forth in that exception. Notice shall be sent to the Warren County Public Schools Chief Financial Officer at 303 Lovers Lane, Bowling Green, KY 42103 or by phone at 270-781-5150. The notice to WCPS shall include all information the Offeror has regarding the security breach at the time of notification.

The Offeror hereby agrees to report, immediately and within twenty-four (24) hours, to the offices of the Warren County Public Schools Chief Financial Officer, Chief Operations Officer, Chief Business Officer, Director of Information Technology and Manager of Payroll and Cash Management of any known reasonably believed instances of missing data, data that has been inappropriately shared, or data taken off site.

The Offeror hereby agrees that Warren County Public Schools may withhold payment(s) owed to the Offeror for any violation of the Act or this Article.

In the event of a security breach relating to Personal Information, the Offeror hereby agrees to undertake a prompt and reasonable investigation of any breach as required by KRS 61.933(1)(a)2 including all requirements of KRS 61.932(1)(b), and for providing notices required by KRS 61.933(1)(b) subject to the provisions of KRS 61.933(3). In such event, the Offeror will satisfy the notification deadlines in KRS 61.933(1)(b) but the Offeror will ensure that Warren County Public Schools has the opportunity to review and approve all notices to be sent. Warren County Public Schools will have the opportunity to review any report produced as the result of the investigation. The Offeror will be fully responsible for all costs associated with compliance by the Offeror and Warren County Public Schools with the provisions of KRS 61.931 et seq., and any other Federal or state law including the law of any other state, as the result of a security breach hereunder.

If the Offeror is required by federal law or regulation to conduct security breach investigations or to make notifications of security breaches, or both, as a result of the Offeror's unauthorized disclosure of one (1) or more data elements of Personal Information that is the same as one (1) or more of the data elements of Personal Information listed in KRS 61.931(6)(a) to (f), the Offeror shall meet the requirements of the Act by providing to Warren County Public Schools a copy of any and all reports and investigations relating to such security breach investigations or notifications that are required to be made by federal law or regulations. This paragraph shall not apply if the security breach includes the unauthorized disclosure of data elements that are not covered by federal law or regulation but are listed in KRS 61.931(6)(a) to (f).

In accordance with KRS 61.932(2)(a), the Offeror shall implement, maintain, and update security and breach investigation procedures that are appropriate to the nature of the information disclosed, that are at least as stringent as the security and breach investigation procedures and practices established by the Commonwealth Office of Technology (<http://technology.ky.gov/policy/Pages/CIO-090.aspx>) and that are reasonably designed to protect the Personal Information from unauthorized access, use, modification, disclosure, manipulation, or destruction.

Student Data Security

Pursuant to KRS 365.734 (House Bill 232 (2014)), if the Offeror is a cloud computing service provider (as defined in KRS 365.734(1)(b) as "any person or entity other than an educational institution that operates a cloud computing service," which is defined in KRS 365.734(1)(a) as "a service that provides, and that is marketed and designed to provide, an educational institution with account-based access to online computing services"), or, through service to Warren County Public Schools, becomes the equivalent of a cloud computing service provider, the Offeror does further agree that:

- The Offeror shall not process student data for any purpose other than providing, improving, developing, or maintaining the integrity of its cloud computing services, unless the Offeror receives express permission from the student's parent. The Offeror shall work with the student's school and district to determine the best method of collecting parental permission. KRS 365.734 defines "process" and "student data".
- With a written agreement for educational research, the Offeror may assist Warren County Public Schools to conduct educational research as permitted by the Family Education Rights and Privacy Act of 1974, as amended, 20 U.S.C. sec.1232g.
- Pursuant to KRS 365.734, the Offeror shall not in any case process student data to advertise or facilitate advertising or to create or correct an individual or household profile for any advertisement purposes.
- Pursuant to KRS 365.734, the Offeror shall not sell, disclose, or otherwise process student data for any commercial purpose.
- Pursuant to KRS 365.734, the Offeror shall certify in writing to the Warren County Public Schools that it will comply with KRS 365.734(2).

ARTICLE 45 - FINAL DISPOSITION OF WCPS DATA

The Offeror agrees, upon termination, cancellation, expiration, or other conclusion of this Contract that WCPS data will be made available to WCPS in the format requested by the Board. The Offeror also agrees, that upon termination, cancellation, expiration, or other conclusion of this Contract, and after making WCPS data available to WCPS in the format requested by the Board, the Offeror shall erase, destroy, and render unreadable and infeasible for recovery or re-use, all WCPS data, regardless of its format, mode of storage or location, including such data that may have been provided to the Offeror's employees, subofferors, agents, or other affiliated persons or entities, according to the standards enumerated in NIST Publication 800-88, and certify in writing that these actions have been completed, within 30 days of the termination, cancellation, expiration, or other conclusion of this Contract, or within 7 days of receiving the written request of the Chief Financial Officer or the Chief of Data Management, Planning and Program Evaluation of WCPS, whichever shall come first.

ARTICLE 46 - CERTIFICATIONS AND ASSURANCES

The United States Department of Agriculture (USDA) requires Offeror(s) awarded Contract(s) on National School Lunch Program (NSLP), National School Breakfast Program (NSBP) or associated Nutrition Services Contracts to certify and assure that they will comply with all the applicable requirements of items 1-13 as listed below. By signing and submitting a proposal for this solicitation, the Offeror assures it will comply with items 1-13 below. Offeror(s) also agree these items may be amended from time to time, including adding appropriate provisions to all Contracts between WCPS and for-profit Offerors:

- (1) Administrative, Contractual, or legal remedies in instances where Offerors violate or breach Contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold)
- (2) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All Contracts in excess of \$10,000)
- (3) Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). (All construction Contracts awarded in excess of \$10,000 by grantees and their Offerors or subgrantees)
- (4) Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (All Contracts and subgrants for construction or repair)
- (5) Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction Contracts in excess of \$2000 awarded by grantees and subgrantees when required by Federal grant program legislation)
- (6) Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction Contracts awarded by grantees and subgrantees in excess of \$2000, and in excess of \$2500 for other Contracts which involve the employment of mechanics or laborers)
- (7) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such Contract.
- (8) Awarding agency requirements and regulations pertaining to copyrights and rights in data.
- (9) Retention of all required records for five (5) years after grantees or subgrantees make final payments and all other pending matters are closed.
- (10) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 740-7671q), and the Federal Water Pollution Act amended (33 U.S.C. 1251-1387) and the Offeror must agree to report all violations to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). (Contracts, subContracts, and subgrants of amounts in excess of \$150,000).

(11) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

(12) If the Contract is over 100,000, the Offeror will comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and the New Restrictions on Lobbying and has signed and attached to this agreement the Certificate Regarding Lobbying and, if applicable, the Disclosure of Lobbying Activities (Form SF-LLL) and annually will sign and submit a certificate, if applicable, Form SF-LLL to Warren County Public Schools.

[The remainder of this page intentionally left blank.]

ARTICLE 47 - CERTIFICATE OF INSURANCE REQUIREMENT

This is optional during the RFP process but is required within 5 business days of Contract award and execution.

The Offeror shall furnish a certificate of insurance in accordance with the requirements set forth below. The Offeror agrees that required insurance shall not be cancelled or allowed to lapse during the term of any awarded Contract without prior written notification to Warren County Public Schools. The certificate of insurance shall name the Board of Education of Warren County as additional insured in the Description of Operations section of the Certificate of Insurance which shall read:

Board of Education of Warren County
Attn: Insurance/Real Estate Department
303 Lovers Lane
Bowling Green, KY 42103

OFFEROR’S LIABILITY INSURANCE

The insurance required shall be written for not less than the following limits or greater if required by law:

- 1. Worker’s Compensation:
 - a. State Statutory
 - b. Applicable Federal (e.g. Longshoreman’s) Statutory
 - c. Employer’s Liability \$100,000.00
- 2. Comprehensive or Commercial General Liability (including Premises-Operations; Independent Offeror’s Protection; Product Liability and Completed Operations; Broad Form Property Damage):
 - a. General Aggregate (Except Products-Completed Operations) \$2,000,000.00
 - b. Products-Completed Operations Aggregate \$1,000,000.00
 - c. Personal/Advertising Injury (Per Person/Organization) \$1,000,000.00
 - d. Each Occurrence (Bodily Injury and Property Damage) \$1,000,000.00
 - e. Limit per Person Medical Expense \$5,000.00
 - f. Exclusions of Property in Offeror’s Care, Custody or Control will be eliminated.
 - g. Property Damage Liability Insurance will provide coverage for explosion, collapse and underground damage.
- 3. Contractual Liability:
 - a. General Aggregate \$2,000,000.00
 - b. Each Occurrence (Bodily Injury and Property Damage) \$1,000,000.00
- 4. Automobile Liability (Commercial Vehicles):
 - a. Bodily Injury (combined single limit) \$20,000.00
 - b. Property Damage (combined single limit) \$1,000,000.00
 - c. Commercial Buses \$10,000,000.00
- 5. Professional Liability (for architectural or construction management services):
 - a. Per Occurrence \$1,000,000.00
 - b. Annual Aggregate \$2,000,000.00
- 6. Cyber Insurance (if Contractual requirement exists): \$5,000,000.00

[The remainder of this page intentionally left blank.]

ARTICLE 48 - HAZARD ANALYSIS AND CRITICAL CONTROL POINT (HACCP) (if applicable)

HACCP is a prevention-based food safety system that identifies and monitors food safety hazards that can adversely affect the safety of food products. Warren County Public Schools has implemented a written HACCP plan for the Nutrition Service Center and school sites.

ARTICLE 49 - CAMPAIGN FINANCE

The Offeror certifies that he/she, any member of his/her immediate family, or any of his/her employees, having an interest of 10% or more in any business entity involved in the performance of this Contract, has not contributed more than the amount specified in KRS 121.056(2), to the campaign of the gubernatorial candidate elected at the election last preceding the date of this Contract. The Offeror further swears under the penalty of perjury, as provided by KRS 523.020, that neither he/she nor the company which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth, and that the award of a Contract to him/her or the company which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

ARTICLE 50 - [Good Agricultural Practices \(GAP\) \(if applicable\)](#)

Farmers are not required to hold a GAP certification but must be aware of the requirements and be able to provide information if requested.

ARTICLE 51 - 2 C.F.R. Pt. 200, App. II

REMEDIES: If the Contract is for more than the simplified acquisition threshold currently set at \$150,000, the Contract must include a clause that addresses administrative, Contractual, or legal remedies in instances where Offerors violate or breach Contract terms and provide for such sanctions and penalties as appropriate. The USDA does not prescribe the form or content of these clauses. The District may consult with the Board attorney to determine if these clauses should be included.

CLEAN AIR/CLEAN WATER: For Contracts exceeding \$150,000, the Offeror shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387) and the Offeror shall agree to report all violations to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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. 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.

SUSPENSION AND DEBARMENT: Grantees, Offerors, and subofferors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to Contract or subContract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System, (b) Collecting a certification from that person, or (c) Adding a clause or condition to the Contract or subContract. This represents a change from prior practice in that certification is still acceptable but is no longer required.

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 the 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 bidder or Offeror certifies as follows:

The certification in this clause is a material representation of fact relied upon by {insert name of school district}. If it is later determined that the bidder or Offeror knowingly rendered an erroneous certification, in addition to remedies available to the Warren County School District, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or Offeror 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 bidder or Offeror further agrees to include a provision requiring such compliance in its lower tier covered transactions.

LOBBYING: Offerors that apply or bid for an award exceeding \$100,000 must file the required certification pursuant to Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

The Offeror will comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and the New Restrictions on Lobbying and has signed and attached to this agreement the Certificate Regarding Lobbying and, if applicable, the Disclosure of Lobbying Activities (Forms SF-LLL) and annually will sign and submit a certificate, if applicable, Form SF-LLL to the Warren County School District.

EQUAL EMPLOYMENT OPPORTUNITY. Offerors shall adhere to the standards set forth in the Kentucky Department of Education, [Consolidated Compliance Plan For Non-Discrimination](#) under *The Age Discrimination Act of 1975, Title II of the ADA, Title VI and Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act, and Title IX of the Education Amendments of 1972.*

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the Contract award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the school food authority wishes to enter into a Contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. A food service department generally does not award Contracts of this nature. The District may consult with the Board attorney to determine if this clause should be included.

PROCUREMENT OF RECOVERED MATERIALS PURSUANT TO 2 C.F.R. § 200.322. This provision only applies if the Offeror must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The District may consult with the Board attorney to determine if this clause should be included.

BUY AMERICAN. The Buy American provision was added to the National School Lunch Act (NSLA) by Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336). Section 12(n) to the NSLA (42 USC 1760(n)), requiring school food authorities (SFAs) to purchase, to the maximum extent practicable, domestic commodity or product.

“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.

“Substantial” means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically. 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.

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.

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 an 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.

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: the product is not produced or manufactured in the US in sufficient, reasonable and available quantities of a satisfactory quality, such as bananas and pineapple; and competitive proposals reveal the cost of a domestic product is significantly higher than a non-domestic product.

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.

Any substitution of a non-domestic product for a domestic product (which was originally a part of the 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.

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

COST REIMBURSABLE CONTRACTS.

- Allowable costs will be paid from the nonprofit school food service account to the Offeror net of all discounts, rebates and other applicable credits accruing to or received by the Offeror or any assignee under the Contract, to the extent those credits are allocable to the allowable portion of the costs billed to the school food authority;
- The Offeror must separately identify for each cost submitted for payment to the school food authority the amount of that cost that is allowable (can be paid from the nonprofit school food service account) and the amount that is unallowable (cannot be paid from the nonprofit school food service account);

or

- The Offeror must exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for Contract cost determination and verification;
- The Offeror's determination of its allowable costs must be made in compliance with the applicable Departmental and Program regulations and Office of Management and Budget cost circulars;

- The Offeror must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the school food authority for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. If approved by the State agency, the school food authority may permit the Offeror to report this information on a less frequent basis than monthly, but no less frequently than annually;
- The Offeror must identify the method by which it will report discounts, rebates and other applicable credits allocable to the Contract that are not reported prior to conclusion of the Contract; and
- The Offeror must maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation upon request to the school food authority, the State agency, or the Department.
- Prohibited expenditures. No expenditure may be made from the nonprofit school food service account for any cost resulting from a cost reimbursable Contract that fails to include the requirements of this section, nor may any expenditure be made from the nonprofit school food service account that permits or results in the Offeror receiving payments in excess of the Offeror's actual, net allowable costs.

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OFFEROR PROPOSAL SUBMISSION CHECKLIST

Please ensure that you have submitted each of the following documents with your response.

THE SOLICITATION RESPONSE COVER PAGE (ATTACHMENT A) AND COST PROPOSAL *MUST BE SIGNED.*

SUBMIT THE FOLLOWING IN ENVELOPE OR BOX *(do not include pricing information here)*

THE FOLLOWING 7 ITEMS MAKE UP THE TECHNICAL PROPOSAL:

- ARTICLE 47 - CERTIFICATE OF INSURANCE REQUIREMENT [This is optional during the RFP process but is required within 5 business days of Contract award.]
 - ATTACHMENT A *(signed)* - SOLICITATION RESPONSE COVER PAGE
 - ATTACHMENT B - NON-DISCRIMINATION / MINORITY-OWNED BUSINESS FORM
 - ATTACHMENT C *(notarized)* - REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND OFFERORS
 - ATTACHMENT D (if applicable) *(notarized)* - RESIDENT OFFEROR AFFIDAVIT
 - ATTACHMENT E *(signed)* - RESPONSE TO GENERAL CONDITIONS
 - ATTACHMENT F *(signed)* - VENDOR TECHNICAL RESPONSE
-

SUBMIT THE FOLLOWING IN SEALED SEPARATE ENVELOPE (and place it inside the technical response envelope/box)

THE FOLLOWING ITEM MAKES UP THE COST PROPOSAL:

- ATTACHMENT G *(signed)* - COST PROPOSAL (as instructed in Article 6)

ATTACHMENT A

SOLICITATION RESPONSE COVER PAGE

The signature on this page confirms all information provided by the Offeror in response to this RFP is accurate and services will be performed according to all applicable laws and regulations.

RFP # 2021-06
Employee COVID-19 Testing

Issued by:
Warren County Public Schools
303 Lovers Lane
Bowling Green, KY 42103

Date RFP Issued: 7/13/2020

Date/Time RFP closes: 7/27/2020 at 10:00 am (CT)

OFFEROR TO COMPLETE THE FOLLOWING:

Ownership type:

_____ Sole Proprietorship (or)	Social Security Number _____
_____ Partnership (or)	FEIN # _____
_____ Corporation	FEIN # _____

Offeror Name: _____

Offeror Contact: _____

Contact Telephone: _____

Contact Email: _____

Physical Address:

Contact Email: _____

Signature [REQUIRED]

Date

ATTACHMENT B

NON-DISCRIMINATION / MINORITY-OWNED BUSINESS FORM

The Warren County Board of Education supports minority businesses, women's business enterprises, and labor surplus area firms.

The Warren County Board of Education needs confirmation from your company of your compliance and/or intent to comply with the Federal, State, Local, and Board regulations to Non-Discrimination on all Contracts awarded by the Board of Education.

Please answer the following:

Is your company complying with Federal regulations relating to Non-Discrimination?

Check one YES _____ NO _____

Is your company a minority-owned business?

Check one YES _____ NO _____

Offeror Name: _____

[The remainder of this page intentionally left blank.]

**REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND OFFERORS
APPLIES TO SOLICITATIONS AND CONTRACTS FOR SERVICES
[KRS 45A.395]**

Solicitation/Contract #: RFP 2021-06

FOR BIDS AND CONTRACTS IN GENERAL:

I. Each bidder or Offeror swears and affirms under penalty of perjury, that:

- a. In accordance with KRS 45A.110 and KRS 45A.115, neither the bidder or offeror as defined in KRS 45A.070(6), nor the entity which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth of Kentucky; and the award of a Contract to the bidder or offeror or the entity which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.
- b. The bidder or offeror swears and affirms under penalty of perjury that, to the extent required by Kentucky law, the entity bidding, and all subContractors therein, are aware of the requirements and penalties outlined in KRS 45A.485; have properly disclosed all information required by this statute; and will continue to comply with such requirements for the duration of any Contract awarded.
- c. The bidder or offeror swears and affirms under penalty of perjury that, to the extent required by Kentucky law, the entity bidding, and its affiliates, are duly registered with the Kentucky Department of Revenue to collect and remit the sales and use tax imposed by KRS Chapter 139, and will remain registered for the duration of any Contract awarded.
- d. The bidder or offeror swears and affirms under penalty of perjury that the entity bidding is not delinquent on any state taxes or fees owed to the Commonwealth of Kentucky and will remain in good standing for the duration of any Contract awarded.
- e. The bidder or offeror swears and affirms under penalty of perjury that the entity bidding, is not currently engaged in, and will not for the duration of the Contract engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which Kentucky can enjoy open trade, as defined in Executive Order No. 2018-905.
- f. The bidder or offeror swears and affirms that the entity bidding, and all subContractors therein, have not violated any of the prohibitions set forth in KRS 11A.236 during the previous ten (10) years, and further pledge to abide by the restrictions set forth in such statute for the duration of the Contract awarded.

FOR “NON-BID” CONTRACTS (I.E. SOLE-SOURCE; NOT-PRACTICAL OR FEASIBLE TO BID; OR EMERGENCY CONTRACTS, ETC):

II. Each Contractor further swears and affirms under penalty of perjury, that to the best of their knowledge:

- a. In accordance with KRS 121.056, and if this is a non-bid Contract, neither the Contractor, nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of any Contract awarded, have contributed more than the amount specified in KRS 121.150 to the campaign of the gubernatorial slate elected in the election last preceding the date of Contract award.
- b. In accordance with KRS 121.330(1) and (2), and if this is a non-bid Contract, neither the Contractor, nor officers or employees of the Contractor or any entity affiliated with the Contractor, nor the spouses of officers or employees of the Contractor or any entity affiliated with the Contractor, have knowingly contributed more than \$5,000 in aggregate to the campaign of a candidate elected in the election last preceding the date of Contract award that has jurisdiction over this Contract award.
- c. In accordance with KRS 121.330(3) and (4), and if this is a non-bid Contract, to the best of his/her knowledge, neither the Contractor, nor any member of his/her immediate family, his/her employer, or his/her employees, or any entity affiliated with any of these entities or individuals, have directly solicited contributions in excess of \$30,000 in the aggregate for the campaign of a candidate elected in the election last preceding the date of Contract award that has jurisdiction over this Contract.

ATTACHMENT C (page 2 of 2)

**REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND OFFERORS
APPLIES TO SOLICITATIONS AND CONTRACTS FOR SERVICES
[KRS 45A.395]**

Solicitation/Contract #: RFP 2021-06

As a duly authorized representative for the bidder, offeror, or Contractor, I have fully informed myself regarding the accuracy of all statements made in this affidavit, and acknowledge that WCPS is reasonably relying upon these statements, in making a decision for Contract award and any failure to accurately disclose such information may result in Contract termination, repayment of funds and other available remedies under law. If the bidder, offeror, or Contractor becomes non-compliant with any statements during the affidavit effective period, I will notify the WCPS Superintendent immediately. I understand that WCPS retains the right to request an updated affidavit at any time.

Signature

Printed Name

Title

Date

Company Name: _____

Address: _____

Subscribed and sworn to before me by _____ (Affiant) _____ (Title)

of _____ (Company Name), this _____ day of _____, 20____.

(Notary Public)

My Commission Expires: _____

Seal of Notary

ATTACHMENT D

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

If claiming Kentucky residency status this completed form must be NOTARIZED and submitted with the Offeror's technical proposal.

**Solicitation/Contract #: RFP 2021-06
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.

Warren County Public Schools 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 _____ (Affiant) _____ (Title)

of _____, this _____ day of _____, 20____.
(Company Name)

(Notary Public)

My Commission Expires: _____ Seal of Notary

ATTACHMENT E - GENERAL CONDITIONS

CONTRACTOR SHOULD COMPLETE AND INCLUDE A SIGNED AND DATED DOCUMENT WITH ITS TECHNICAL PROPOSAL DESCRIBING ITS ABILITY TO MEET THE BELOW "ATTACHMENT E - GENERAL CONDITIONS." CONTRACTORS SHOULD NOTE ANY AREAS THAT IT CANNOT MEET.

*Contractor may copy and paste this onto a separate document and respond accordingly.
Be sure to sign where indicated.*

If applicable, Contractor shall be currently state and federally licensed to perform the services described in this RFP.

Contractor must provide its own equipment and supplies.

Faculty and staff member health and safety is paramount. In the event an emergency occurs, the Contractor shall immediately report the emergency to a District authorized representative.

Contractor Personnel

Contractor shall only use trained personnel who are directly employed and supervised by the Contractor unless prior approval is obtained.

All workers who perform these services on District property shall have background checks done prior to commencing any work. To schedule background checks, the Contractor shall contact the Warren County Schools Central Office at 303 Lovers Lane, Bowling Green, KY 42103 between 8:00 am - 4:00 pm or call 270-781-5150. The Contractor is responsible for all fees associated with obtaining background checks.

No employee of the Contractor shall be assigned or allowed on school district property who is a registered sex offender or who is otherwise prohibited by law from being on school district property.

The following Dress Code is expected to be adhered to:

No head gear worn in the buildings while school is in session

Shirts are to be worn always

Shirts may not be torn or cut off

No unsightly logos on shirts such as Beer Advertising, Tobacco, etc.

The District reserves the right to ask the Contractor to remove any employee of the Contractor whom the district finds objectionable.

[The remainder of this page intentionally left blank.]

ATTACHMENT E - GENERAL CONDITIONS (cont. next page)

ATTACHMENT E - GENERAL CONDITIONS (cont.)

Subcontracting

It is desired that the successful Contractor be able to perform all the services described herein. However, if necessary, a Contractor may utilize limited subcontracts. However, the Contractor must agree to the following conditions for subcontractors to be considered:

1. The Contractor must inform the District of the subcontractor to be used and the Contractor must receive written (email or hardcopy) prior approval from the District prior to allowing the subcontractor to perform services.
2. The Contractor shall assume all responsibility for the subcontractor.
3. The subcontractor shall be held to and perform services according to the terms of the Contractor's awarded Contract.

LAWS - Contractors agree to comply with all requirements and all applicable Federal, State, Local, and industry laws and regulations.

PAYMENT

If necessary, payment for services will be made upon satisfactory completion of deliverables.

Invoices shall be sent to:

Warren County Public Schools
Attn: Accounts Payable
303 Lovers Lane
Bowling Green, KY 42103

[The remainder of this page intentionally left blank.]

ATTACHMENT E - GENERAL CONDITIONS (cont. next page)

ATTACHMENT E - GENERAL CONDITIONS (cont.)

CONTRACTOR REQUIREMENTS

Contractors must meet the following requirements:

If applicable, licensed to perform services within the Commonwealth of Kentucky.

CONTRACTOR TO INDICATE CONFORMANCE WITH INITIALS: YES _____ NO _____
CONTRACTOR TO ATTACH COPIES OF ALL APPLICABLE LICENSES _____

Have been regularly and actively engaged in the applicable Contracting business, operating under the same business name and business organization structure for a minimum of 3 years.

CONTRACTOR TO INDICATE CONFORMANCE WITH INITIALS: YES _____ NO _____

Carry the required amount of insurance stated in Article 47. Certification of insurance shall be provided to Warren County Public Schools prior to commencement of work and not later than 5 business days from notice of Contract award. Insurance shall remain active during the full term of the Contract.

CONTRACTOR TO INDICATE CONFORMANCE WITH INITIALS: YES _____ NO _____,

OR WILL OBTAIN THE INSURANCE IF AWARDED A CONTRACT: _____

CONTRACTOR TO ATTACH A COPY OF ITS INSURANCE OR FORWARD TO THE DISTRICT WITHIN 5 BUSINESS DAYS _____

SPECIFICATIONS

- The COVID-19 Test provider (Contractor) shall administer the tests onsite at each District location.

CONTRACTOR TO INDICATE CONFORMANCE WITH THE ABOVE REQUIREMENTS:

INITIALS: YES _____ NO _____

[The remainder of this page intentionally left blank.]

ATTACHMENT E - GENERAL CONDITIONS (cont. next page)

ATTACHMENT E - GENERAL CONDITIONS (cont.)

CONTRACTORS MAY PROVIDE UP TO 3 PROFESSIONAL REFERENCES. *Warren County Public Schools may be a reference.*

REFERENCE #1

Organization/Business Name: _____

Organization/Business Representative Contact Name: _____

Organization/Business Address: _____

Organization/Business Email Address, if applicable: _____

Organization/Business Telephone Number: _____

REFERENCE #2

Organization/Business Name: _____

Organization/Business Representative Contact Name: _____

Organization/Business Address: _____

Organization/Business Email Address, if applicable: _____

Organization/Business Telephone Number: _____

REFERENCE #3

Organization/Business Name: _____

Organization/Business Representative Contact Name: _____

Organization/Business Address: _____

Organization/Business Email Address, if applicable: _____

Organization/Business Telephone Number: _____

ATTACHMENT E - GENERAL CONDITIONS (cont. next page)

ATTACHMENT E - GENERAL CONDITIONS (cont.)

CONTRACTOR SHOULD COMPLETE AND INCLUDE A SIGNED AND DATED DOCUMENT WITH ITS TECHNICAL PROPOSAL DESCRIBING ITS ABILITY TO MEET THE ABOVE "ATTACHMENT E - GENERAL CONDITIONS." CONTRACTORS SHOULD NOTE ANY AREAS THAT IT CANNOT MEET.

*Contractor may copy and paste this onto a separate document and respond accordingly.
Be sure to sign where indicated.*

Contractor Name: _____

Signature [REQUIRED]

Date

[The remainder of this page intentionally left blank.]

ATTACHMENT F – VENDOR TECHNICAL RESPONSE [WORTH UP TO 100 POINTS]

EMPLOYEE COVID-19 TESTING - RFP 2021-06

FOR YOUR TECHNICAL RESPONSE:

PLEASE USE THIS PAGE OR ATTACH A PAGE (OR PAGES) USING YOUR DESIRED FORMAT AND EXPLAIN HOW YOUR ORGANIZATION INTENDS TO PROVIDE COVID-19 TESTING TO DISTRICT FACULTY AND STAFF.

Reminders:

- The Vendor shall provide the tests onsite at District locations for faculty and staff.
- Examples – but not limited to – what you might explain:
 - The type of COVID-19 test used.
 - The qualifications of your testing staff members.
 - How soon you intend to start the testing services.
 - The number of District onsite locations you intend to provide testing services per weekday, per week, etc.
 - How quickly test results are returned.
 - Whether or not you intend to provide continuous testing to District faculty and staff until the District no longer needs the testing (for example, monthly).
 - Other information you can provide to best explain your services.

Contractor Name: _____

Signature [REQUIRED]

Date

ATTACHMENT G - COST PROPOSAL [WORTH UP TO 100 POINTS]

EMPLOYEE COVID-19 TESTING - RFP 2021-06

FOR YOUR COST PROPOSAL:

PLEASE USE THIS PAGE OR ATTACH A PAGE (OR PAGES) USING YOUR DESIRED FORMAT AND LIST AND EXPLAIN ANY FEES EXPECTED BY THE VENDOR TO PERFORM THESE SERVICES.

*NO FEES TO THE DISTRICT WILL
AUTOMATICALLY RECEIVE 100 POINTS FOR THE COST PROPOSAL.*

Contractor Name: _____

Signature [REQUIRED]

Date

END OF RFP 2021-06