



HENDERSON COUNTY BOARD OF EDUCATION  
1805 Second Street  
Henderson, Kentucky 42420  
WWW.HENDERSON.KYSCHOOLS.US

### **INVITATION TO BID**

The Henderson County Board of Education invites you to submit a written sealed bid for:

### **BID SUMMARY INFORMATION**

<b>BID NUMBER</b>	<b>4-17-3-4 RFP Drug Screening/Medical Services</b>
<b>DESCRIPTION OF BID</b>	<b>Henderson County Schools Random Drug Testing/Medical Services</b>
<b>LOCATIONS COVERED BY BID</b>	<b>1 High School and 2 Middle Schools/District Staff</b>
<b>DATE &amp; TIME OF BID OPENING</b>	
<b>DATE &amp; TIME OF BID AWARD</b>	<b>Monday April 17, 2017 at 6:00 p.m.</b>
<b>EFFECTIVE PERIOD OF BID</b>	<b>July 1, 2017 Through June 30, 2018</b>
<b>RENEWABLE OPTIONS</b>	<b>One year term, not to exceed 3 extensions of the original contract</b>

Bidders must read the entire bid details and indicate acceptance by submitting the required Bid Submission Form.

### **CONDITIONS OF BIDDING**

- A. TIME AND PLACE OF BIDDING** - Bids will be received in the office of the Board of Education, 1805 Second Street, Henderson, Kentucky, until 10:00 a.m., **Date**. All bids must be received by the time designated in the invitation and none will be considered thereafter. No bid will be accepted via fax or e-mail. All bids should be sealed and labeled "Bid – RFP Drug Screening/Medical Services, RFP # 4-17-3-4, Deadline 10:00 a.m., Date."

At the specified time stated above, all bids that are in order, properly sealed, signed, labeled, etc., shall be opened and read aloud. Any interested parties may attend the opening. No immediate decision will be rendered on this date.

**B. CONFLICT OF INTEREST, GRATUITIES, AND KICKBACKS**

#### **PROHIBITION AGAINST CONFLICT OF INTEREST, GRATUITIES AND KICKBACKS**

ANY EMPLOYEE OR ANY OFFICIAL OF THE BOARD OF EDUCATION OF HENDERSON 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 IN 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 HENDERSON COUNTY, KENTUCKY SHALL BE DEEMED GUILTY OF A FELONY AND UPON CONVICTION SUCH PERSON OR PERSONS SHALL BE PUNISHED BY A FINE NOT TO EXCEED FIVE THOUSAND DOLLARS (\$5000) OR BY IMPRISONMENT IN THE PENITENTIARY FOR NOT LESS THAN ONE (1) YEAR NOR MORE THAN TEN (10) YEARS, OR BOTH SO FINED AND IMPRISONED IN THE DISCRETION OF THE JURY.

EVERY PERSON, FIRM, OR CORPORATION OFFERING TO MAKE, OR PAY, OR GIVE, ANY REBATE, PERCENTAGE OF CONTRACT, MONEY OR ANY OTHER THING OF VALUE, AS IN 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 HENDERSON 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 NOT TO EXCEED FIVE THOUSAND DOLLARS (\$5000) OR BY IMPRISONMENT IN THE PENITENTIARY FOR NOT LESS THAN ONE (1) YEAR NOR MORE THAN TEN (10) YEARS, OR BOTH SO FINED AND IMPRISONED IN THE DISCRETION OF THE JURY.

NOTE: IT IS A MISDEMEANOR NOT TO HAVE THIS PROHIBITION ON EVERY SOLICITATION OR CONTRACT DOCUMENT. THE PENALTY IS A \$5000 FINE OR ONE (1) YEAR IMPRISONMENT OR BOTH ON CONVICTION.

- C. **AWARDING THE CONTRACT** - No bid shall be withdrawn for a period of sixty days after the closing time. Bid shall be effective from July 1, 2017 through June 30, 2018. After bids have been tabulated and studied, agents and/or company representatives may be interviewed by the superintendent or designated person concerning the bid.

The board will review these bids formally at the regular board meeting on April 17, 2017 at 6:00 PM and make final bid award determination.

The board reserves the right to reject any and/or all bids and to waive any deviations from the specifications that it considers of little consequence.

Information pertaining to any item or condition in this bid request may be obtained by communicating with Sue Ellen Clements, Finance Dept., at (270) 831-8723 or sueellen.clements@henderson.kyschools.us

D. **GENERAL CONDITIONS** -

1. The successful bidder will be required to furnish at bid price such quantities as from time to time may be ordered by the Board of Education or by the schools of the Henderson County School District.
2. Bidders shall submit their bids on the bid forms provided. Bidder should keep one copy of bid and submit one to the Board Office. Mail to 1805 Second St., Henderson, Kentucky 42420.
3. The board reserves the right to make an award, if any, to individual vendors for groups of items or for all items. This decision will be based upon evaluations of the bids received using the objective criteria stated herein.
4. Bidders may list all other information they consider pertinent. Reference to brand names is for identification purposes only and in no way is to be construed as an attempt for comparative purposes.
5. All bids are subject to the terms and conditions of the bid invitation.
6. If any emergency arises and the successful bidder is unable to furnish any items required from his stock, the Henderson County Board of Education reserves the right to purchase the necessary items from another source of supply.
7. Monthly statements listing amounts payable by the Board or respective schools are due immediately after close of each month.
8. Both parties may extend this contract under the same terms, conditions, and prices if agreeable for an additional one-year term, not to exceed three (3) one-year extensions of the original contract, with approval of the Henderson County Board of Education.
9. If a bid is not submitted, the bid form must be returned and marked "No Bid" with reasons stated why a bid is not submitted, otherwise firm name will be removed from the bidder's mailing list.

10. The award shall be made, if at all, on the basis of the lowest evaluated bid price. The following evaluation criteria will be used:

	Description of Bid Evaluation Criteria	Maximum Points
a.	<b>Quality</b> of Product.	10
b.	<b>Service</b> - (1) Business reputation of the vendor compared to similar vendors in the general area; (2) general cooperation by the vendor with the respective school personnel.	10
c.	<b>Availability</b> of company representative for services needed.	10
d.	<b>Cost</b> considered in conjunction with the above stated criteria.	10
e.	<b>Capability</b> of meeting established deadlines.	10

11. **CONFLICTS OF INTEREST, GRATUITIES AND KICKBACKS AS DEFINED IN KRS 45A.445 AND AS PROVIDED FOR IN KRS45A.455 ARE ABSOLUTELY PROHIBITED. THE PROVISIONS OF THESE STATUTES SHALL BE NOTED AND ACKNOWLEDGED BY THE USERS OF THIS PROCUREMENT DOCUMENT.**
12. Multiple contracts may be awarded by the board if following evaluation of all bids received a decision is reached that awarding contracts or accepting bids on a multiple basis is in the best interest of the Henderson County School District.
13. All material or services furnished must be in conformity with the specifications and will be subject to inspection and approval of the school making the order and/or the Finance Officer after delivery. The right is reserved to reject and return, at the risk and expense of the supplier, such portion of a shipment that may be defective or fail to comply with specifications, without invalidating the remainder of the order. If rejected, it will be held for disposition at the expense and risk of the supplier.
14. The Henderson County Board of Education and its schools are exempt from Federal Excise Taxes and Kentucky Sales and Use Taxes.
15. The Henderson County School District, all authorized agencies of the Commonwealth of Kentucky, the United States Department of Agriculture, the Comptroller of the United States, and/or any of their respective authorized representatives shall have access to all books, documents, papers and records of any successful bidder awarded a procurement contract pursuant to this Invitation to Bid which are directly relevant or pertinent to such contract for the purpose of making audits, examinations, excerpts and transcriptions; and, any such successful vendor shall maintain all of its records relevant to such procurement contract for a period of three years after the Henderson County School District makes final payment to the vendor and all pending matters are closed.
16. All procurement contracts exceeding Twenty Thousand Dollars (\$20,000.00) in amount awarded to a successful vendor pursuant to this Invitation to Bid and any of their contractors or subcontractors are subject to Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFP Part 60).
17. All material or services furnished must be in conformity with the specifications and will be subject to inspection and approval of the department/school making the order and/or the Finance Officer after delivery. The right is reserved to reject and return, at the risk and expense of the supplier, such portion of a shipment that may be defective or fail to comply with specifications, without invalidating the remainder of the order. If rejected, it will be held for disposition at the expense and risk of the supplier.
18. Erasures or the use of a typewriter correction fluid on bid forms are not acceptable and may result in the rejection of the bid. Prior to submission or opening, errors may be crossed and corrections entered, and initialed by the person signing the bid. No bids shall be altered or amended after the specified time of opening.
19. Henderson County Schools reserves the right to add related items to the contract established from this Invitation to Bid.

20. **Termination.** All procurement contracts awarded by Henderson County Board of Education pursuant to this Invitation to Bid may be by Henderson County Board of Education terminated at any time upon thirty-day notice; upon mutual agreement of both parties; or at the discretion of the Henderson County Board of Education without notice, if the terms of a contract are violated in any way.
21. **Bidder Reliability.** 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 vendor may be designated as unacceptable if the requirements listed herein have been previously violated and/or poor communications exist between the vendor and the Henderson County Board of Education.
22. This Invitation to Bid, and all procurement contracts issued pursuant to this Invitation to Bid shall be governed in all respects, validity, construction, capacity, performance, breach and remedy, by the laws of the Commonwealth of Kentucky.
23. All vendors awarded procurement contract pursuant to this Invitation to Bid certify to the Henderson County Board of Education that they are conforming to the provisions of the Civil Rights Act of 1964, as amended, and further that they shall comply with all applicable federal, state and local laws and regulations pertaining to wages, hours and conditions of employment. In connection with the vendor's work pursuant to any procurement contract issued pursuant to this Invitation to Bid, the vendor agrees not to discriminate against any employee(s) or applicant(s) for employment because of age, race, religious creed, sex, national origin, or handicap.
24. By the submission of a bid to the Henderson County Board of Education pursuant to this Invitation to Bid, the vendor certifies that his bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, supplies or equipment and is in all respects fair and without collusion or fraud. The bidder certifies that he understands collusive bidding is a violation of federal law and can result in fines, prison sentences and civil damage awards. He further agrees to abide by all conditions of this bid and certifies that he is authorized to sign this bid for the bidder.

#### **D. SPECIFICATIONS:**

Henderson County Schools (HCS) is requesting this RFP for random drug screening for students in both high school and middle school grade levels. The participants in the random drug screenings shall include any student in grades 6-12 who is involved in any Henderson County School's athletic program or designated extracurricular activity, student applying for a parking permit and any student that voluntarily "opts-in" to the program shall be eligible to be randomly selected for drug testing.

The successful vendor will randomly screen up to ten (10) students at the high school, three (3) students at North Middle School and three (3) students at South Middle School for a total of up to sixteen (16) screens weekly from August 1 through May 31. Random screenings will be collected on different days of the week, not a set schedule.

The laboratory selected must be a Substance Abuse and Mental Health Services Administration (SAMHSA) Certified Laboratory and shall utilize the SAMSHA cutoff concentrations for initial and confirmatory drug tests as set forth in 73 FR 71858. Vendors shall identify the medical review officer (MRO) to be used for reviewing drug and alcohol test results. All cutoff concentrations shall be expressed in nanograms per milliliter (ng/mL).

Included below are the specifications of the Random Drug Testing Program:

1. This will be a mandatory drug-screening program for all students participating in designated extra-curricular activities, students applying for a parking permit and students opting-in to the testing pool ("participant(s)"). All tests will be administered on a random basis.
2. The laboratory selected by the Henderson County Board of Education will be in charge of administering the random selection process by assigning a number to every student identified to be included in the testing pool. All students

- participating in designated extra-curricular activities, students requesting parking permit and students that “opt-in” shall be subject to random testing at any time between August 1 through May 31.
3. Testing shall be done at unannounced times throughout the school year.
  4. The testing laboratory shall be responsible for determining which student participants are to be tested and assign a number for identification. The laboratory will use assigned student numbers in identification of specimens.
  5. Collection procedures for specimen samples shall be developed, maintained and administered by the Testing Laboratory in an effort to minimize any intrusion or embarrassment for each student, ensure the proper identification of students and the student’s specimen, minimize the likelihood of the adulteration of a specimen and maintain the integrity of the collection and test process as well as the confidentiality of test results.
  6. The Principal or designated school employee shall be present at the collection area to ensure property student identification.
  7. Immediately prior to entering the bathroom or designated area utilized for the collection process, the student shall be required to leave all personal belongings (including jackets, purses, book bags, pocket contents, etc.) in the custody of the school representative present for student identification
  8. One or more drug laboratory employee shall be present when the specimen is taken.
  9. Immediately prior to giving a specimen sample, a “Drug Testing Custody and Control Form” shall be completed. This form shall identify the student participant only by a confidential number and be forwarded to the Testing Laboratory along with the specimen.
  10. Collection procedures for urine specimens shall be developed, maintained and administered by the testing laboratory, to that end, the procedures must require:
    - a. Prior to entering the private bathroom facility utilized for the collection process, the Testing Laboratory representative shall treat the water in the private bathroom facility with a coloring substance (frequently referred to by testing laboratories as “blueing the water”) to prevent the participant from attempting to dilute or otherwise adulterate the urine specimen.
    - b. The participant shall be permitted to enter a private stall, with the monitor remaining present in the room.
    - c. The sample shall be immediately collected by the monitor, labeled, and sealed for retention by the laboratory.
  11. Collection procedures for oral specimens shall be developed, maintained and administered by the testing laboratory, to that end, the procedures must require:
    - a. The Testing Laboratory representative shall observe the student while the specimen is being produced.
    - b. An oral swab shall be placed under the tongue and/or along the lower gum of the student for up to five minutes or as directed by the testing protocol.
    - c. The swab brush will then be placed in a vial in accordance with the instructions for the specific test being utilized.
    - d. The vial will then be recapped, sealed and labeled for delivery to the laboratory.
  12. Each specimen will initially be tested by the testing laboratory using an immunoassay technique (“EMIT”). Initial positive results must be confirmed by gas chromatography/mass spectrometry (“GC/MS”). If the initial presumptive positive result is not confirmed by the GC/MS technique, the test shall be deemed negative. Only after the GC/MS confirmation which includes cut-off points of concentration, shall a test result be reported as positive. The cost of any second (“GC/MS”) test will be included in the initial per test price quote submitted by the laboratory in their bid.
  13. The Testing Laboratory shall be responsible for reviewing the test results and confirming that the individuals testing positive have used drugs including synthetic illegal or unauthorized substances, adulterated the specimen or substituted the specimen in violation of the drug testing policy.
  14. The Testing Laboratory will provide confirmation of the initial test results (positive or negative) to the student’s Principal within 24 to 48 hours and within five (5) to seven (7) school days for screens that are sent to lab for confirmation.
  15. The laboratory selected must be a Substance Abuse and Mental Health Services Administration (SAMHSA) Certified Laboratory, Formally National Institute on Drug Abuse. (NIDA). A copy of the Testing Laboratory’s certification shall be produced upon request.
  16. The laboratory selected will be responsible for training and/or orientation for parents and students included in the random drug testing program regarding the implementation and procedures of drug testing protocols within a school setting.
  17. The laboratory selected will be required to preserve (keep) urine specimen samples of all students tested for a minimum of six (6) months.
  18. Bidders shall identify the medical review officer (MRO) to be used for reviewing drug and alcohol test results.
  19. Bidders may choose to bid on providing both testing and collecting services.
  20. Bidders may choose to bid on providing testing services only.
  21. Bidders may choose to bid on providing collecting services only.

Also included in this RFP is pricing for:

1. DOT (Federal Motor Carrier Safety Administration Minimum Standards) Physical and/or Pre-Employment Physicals
2. TB Skin Test
3. Fit For Duty Employment Test
  - a. Essential Functions Test - A 30 minute test that measures the candidate's ability to perform the essential functions of the job. No medical history information is collected
  - b. Post Offer Basic Test - A 45-60 minute test that includes cardiovascular assessment, grip strength, and job specific dynamic lifting. It measures the candidate's ability to perform the essential functions of the job and a medical history review is taken.
  - c. Post Offer Test - If the medical history review reveals pre-existing conditions, testing can be expanded to include medical measures of this area to document baseline info for an additional amount of cose. This will only be done with permission from the company.
  - d. Post Offer Comprehensive Test - A 1.5 hour test that includes all of the Basic testing along with a full body baseline testing of ROM and strength to objectively quantify pre-existing conditions and cumulative traumas to determine their effect upon "significant and impending" risk as it relates to the position in questions.

Successful bidders shall provide a billing invoice for each purchase that reflects at least the following information:

1. The suppliers name
2. School, Federal Program or Board of Education and address
3. Date of purchase and shipment
4. Purchase order number
5. Established current publisher's price
6. Complete listing of all items
7. Amount of discount to school board or contract price
8. Net costs to Board of Education, various schools or Federal Program
9. Person making purchase request

**CONFLICT OF INTEREST**

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. The prohibition against conflicts of interest and gratuities and kickbacks shall be conspicuously set forth in every local public agency written contract and solicitation therefor.
5. 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.

\_\_\_\_\_  
Signature\_\_\_\_\_  
Date

References: KRS 156. 480, OAG 80-32, Model Procurement Code 45A.455

**NOTE: THIS CERTIFICATE MUST BE SIGNED AND ATTACHED TO THE BID FORM IN ORDER FOR YOUR BID TO BE QUALIFIED.**



**BID SUBMISSION FORM**

(Bids must be submitted on this form or an exact duplicate)

**Drug Screening/Medical Services****RFP 4-17-3-4****Drug Screen/Medical Services Cost:**

<b>5 panel urine dip screen for Students:</b> Tests for cocaine, amphetamines, methamphetamines, THC, and opiates.	
<b>5 panel urine dip screen for Staff:</b> Tests for cocaine, amphetamines, methamphetamines, THC, and opiates.	
<b>12 panel urine dip screen:</b> Tests for cocaine, amphetamines, methamphetamines, THC, opiates, OxyContin, propoxyphene, PCP, barbiturates, benzodiazepines, methadone, and MDMA (ecstasy).	
<b>6 panel mouth swab screen:</b> Tests for cocaine, amphetamines, methamphetamines, THC, opiates, and benzodiazepines.	
<b>K2 urine dip screen:</b> will test for the use of synthetic cannabinoids.	
<b>DOT Physical</b>	
<b>Pre-Employment Physical</b>	
<b>TB Skin Test</b>	
<b>Essentials Function Test</b>	
<b>Post Offer Basic Test</b>	
<b>Post Offer Test With Medical History Review</b>	
<b>Post Offer Comprehensive Test</b>	

**The maximum turn-around time for lab confirmation is 5 – 7 days.**

In compliance with this Invitation to Bid and in consideration of the detailed description attached hereto; subject to all conditions thereof, the undersigned agrees, if this be accepted within the time stipulated, to furnish any or all items upon which prices are quoted in accordance with the specifications applying at the price set opposite each item.

PLEASE PRINT

VENDOR NAME \_\_\_\_\_

FORM COMPLETED BY \_\_\_\_\_

TITLE \_\_\_\_\_

ADDRESS \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

VENDOR TAX ID: \_\_\_\_\_

TELEPHONE \_\_\_\_\_

EMAIL: \_\_\_\_\_

FAX # \_\_\_\_\_

DATE \_\_\_\_\_

\_\_\_\_\_

(Authorized Signature)



**CONFLICTS OF INTEREST, GRATUITIES AND KICKBACKS AS DEFINED IN KRS 45A.445 AND AS PROVIDED FOR IN KRS 45A.455 ARE ABSOLUTELY PROHIBITED. THE PROVISIONS OF THESE STATUTES SHALL BE NOTED AND ACKNOWLEDGED BY THE USERS OF THIS PROCUREMENT DOCUMENT.**

By signature below, I certify on behalf of the company and its key employees that neither the company nor its key employees have been proposed for debarment, debarred, or suspended by any Federal agency.

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Authorized Signature

Equal Educational and Employment Institution