



FLOYD COUNTY BOARD OF EDUCATION
Anna Whitaker Shepherd, Superintendent

442 KY RT 550

Eastern, KY 41622

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www.floyd.kyschools.us

Linda C. Gearheart, Board Chair - District 1
William Newsome, Jr., Vice-Chair - District 3
Dr. Chandra Varia, Member- District 2
Keith Smallwood, Member - District 4
Steve Slone, Member - District 5

Date: 06/27/2022

Consent Agenda Item (Action Item): Floyd County Drug Testing Program Bid Approval

- Floyd County grade range for terms of drug testing 6th through 12th grade
- Floyd County Classified Staff
- Floyd County Certified Staff
- Shy Bladder Procedures (Based on DOT guidelines)
- DOT Testing
- DOT Post Accident. All Floyd County employees operating a motor vehicle owned by the Floyd County School System will submit to drug testing according to DOT guidelines following an accident.

Applicable Statutes or Regulation: KRS 218A.010

Applicable Board Policy 09.423

Applicable Board Policy 03.23251

Applicable Board Policy 03.13251

Background and Rationale: Floyd County Board of Education has historically had contractual agreements with outside vendors to provide and coordinate drug testing for the district employees, DOT testing for Transportation. To continue services at a cost acceptable to the district the bid process will go into effect and bids will be accepted from outside vendors. In this day and time, alcohol and other forms of drug abuse have grown to major proportions in our society. The middle and high school settings and employees are not exempt from this phenomenon. Therefore it is critical that we continually look for ways to institute programs that encourage a drug-free lifestyle. The drug testing program facilitates mandatory compliance with the district's established standards of conduct, including those that prohibit use of alcohol/drug abuse in our school system

Fiscal/Budgetary Impact: (District Drug Testing All Categories)

Recommended Action: Approval of bid process and procedures set forth by the Superintendent, Director of Finance and Floyd County Board of Education Members

Date of Board Meeting: June 27, 2022

Contact Person: Annette Harris, RN District Health Coordinator

Anna Whitaker Shepherd
Principal

Director

Superintendent

Date: _____

6/14/22

Date: _____

The Floyd County Board of Education does not discriminate on the basis of race, color, national origin, age, religion, marital status, sex, or disability in employment, educational programs, or activities as set forth in Title IX & VI, and in Section 504.

REQUEST FOR SEALED BIDS

STUDENT, STAFF AND DOT DRUG/ALCOHOL TESTING

The Floyd County Board of Education is requesting sealed bids for the proposed Student, Staff and DOT Drug/Alcohol testing. All Sealed bids must be submitted using the official bid form and clearly marked on the exterior of the envelope with "Sealed Bid Student, Staff and DOT Drug/Alcohol Testing". Only bids submitted on official bid forms obtained from the district will be accepted.

To obtain copies of official bid forms, this request for sealed bids, and to schedule site visits contact Annette Harris, RN, M.S. Ed. Health Coordinator, 442 KY RT 550, Eastern, KY 41622, or via phone at 606-886-4518 between 8:00 a.m. and 4:00 p.m., Monday through Friday, prior to the time and date specified for bid opening.

Sealed bids may be mailed or hand delivered to Annette Harris, RN, M.S. Ed. Health Coordinator, 442 KY RT 550, Eastern, KY 41622. Sealed bids will be accepted until 1:55 PM, Monday, August 15, 2022 and will be publically opened at 2:00 PM, Monday, August 15, 2022 at the Health Services Office located at the contact address listed above. All bids must be received by the time designated in the invitation and none will be considered thereafter. The Board of Education cannot assume the responsibility for any delay as a result of failure of the mails to deliver the bids on time. Bids will be opened and read at the time and location stated above. You are invited to be present at the bid opening.

The Floyd County Board of Education will tabulate all bids received, meeting all specifications and conditions, and subject to all other provisions of this invitation to bid and evaluate bidder(s), whichever is deemed to be in the best interest of The Floyd County Board of Education. The Floyd County Board of Education reserves the right to reject any and/or all bids. Bids will be considered at the regular scheduled board meeting to be held in August 22, 2022, or before if possible.

FLOYD COUNTY SCHOOLS
Rowing & Growing Together!

SCHOOL DISTRICT OF
FLOYD COUNTY SCHOOLS
EASTERN, KENTUCKY

REQUEST FOR PROPOSAL

RFP U 2022

Student Drug Testing
Staff Drug Testing
DOT Drug and Alcohol Testing

PROPOSAL SUBMISSION DEADLINE:
1:00 PM (EDT), Monday August 15, 2022

This document constitutes a Request for Proposal for Personal Service Contract from qualified individuals and organizations to furnish those services as described herein for Floyd County Schools.

Applicants are advised that any personal service contract resulting from this RFP must comply with all applicable provisions of KRS 45A and other statutes and policies noted 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 Floyd County Board of Education.

The following terms are interchangeable: Floyd County School District, Floyd County Schools, Floyd County Schools, Floyd County, Floyd County Schools Board of Education, Board of Education, Board, the school district, the District, and FCS

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

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

The following terms are interchangeable: Cost and Price

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

The Chief Procurement Officer is the Superintendent of Floyd County Schools.

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

DEFINITIONS

ADDENDA

Written or graphic instruments issued by the contracting officer prior to the execution of the contract which modify or interpret the proposal documents by additions, deletions, clarifications or corrections.

PROPOSAL

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

Applicant/Offeror

One who submits a proposal for contract with the Board for the work described in the RFP.

PROPOSING DOCUMENTS

Proposing documents include the Advertisement, Request for Proposals, Instructions to Proposers, Proposal Form and the Proposed Contract Documents, including any addenda prior to receipt of proposals.

RFP

Request for Proposal

All definitions set forth in the General Conditions of the contract for services or in other contract documents and the Board's Procurement Regulations are applicable to the proposing documents.

To meet all FCS 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 Floyd County Board of Education shall be deemed incorporated by reference in these specifications as though quoted fully herein. Floyd County Schools function under the Model Procurement Code, Kentucky Revised Statutes 45A, which allows the school system to function by approved regulations. Copies of these regulations are on file in the Floyd County Schools Finance Department and may be picked up between the hours of 8:00 am and 4:00 pm (EDT), Monday through Friday. It is the responsibility of the applicant to be familiar with these Regulations.

VENDOR 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 8 ITEMS MAKE UP THE TECHNICAL PROPOSAL:

L 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 *I* MINORITY-OWNED BUSINESS FORM

ATTACHMENT C (*notarized*) - REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND VENDORS

ATTACHMENT D (if applicable) (*notarized*) - RESIDENT VENDOR AFFIDAVIT

ATTACHMENT E (*signed*) — RESPONSE TO GENERAL CONDITIONS

ATTACHMENT F (*initialed*) — MANDATORY REQUIREMENTS

ATTACHMENT G (*signed*) — 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:

E ATTACHMENT H (*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 THROUGH 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 SUBVENDOR UNDER A CONTRACT TO THE PRIME VENDOR OR HIGHER TIER SUBVENDOR 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 FLOYD 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 VALUE, 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 FLOYD 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 FLOYD 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: AU time references in this RFP refer to the Eastern Time Zone.

	Release of RFP	6/27/2022
	Written Questions due by 3:00 pm	7/15/2022
	Anticipated District Response to Written Questions	7/30/2022
	Proposals Due by 1:00 pm	8/15/2022
In-person, mailed, and courier-delivered proposals shall be delivered to Floyd County Schools Board Office, located at 442 KY RT 550, Eastern, KY 41622. All bidders are cautioned to be aware of check-in, security procedures, and potential long lines at the Board Office. Delays due to these procedures shall not be justification for acceptance of a late proposal. All proposals shall be date and time stamped and initialed by the FCS employee on duty.		

ARTICLE 1 - RFP POSTING

1.1

Electronic copies of the RFP and addenda may be downloaded anytime from the FCS website while the RFP is posted.

1.2

Hard copies of the REP and addenda may be picked up at the Floyd County Schools Board Office, located at 442 KY RT 550, Eastern, KY 41622 between 8:00 am and 4:00 pm (EDT), Monday through Friday (except for observed holidays and closures) prior to the submission deadline.

ARTICLE 2 - QUESTIONS

2.1

Questions must be submitted in writing via email to annette.harris@floyd.kyschools.us no later than 3:00 pm (EDT), July 15, 2022 No questions will be taken verbally, and no questions shall be directed elsewhere. All questions and responses will be posted on the website where this REP is posted on or around July 30, 2022. It is the applicant's responsibility to check the website often for the revised RFP containing the questions and answers.

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 applicant.

ARTICLE 3- DATE AND TIME OF CLOSING

3.1

Proposals will be received until 1:00 pm (EDT), Monday, August 15, 2022. Proposals must be received by this deadline to be considered for evaluation.

3.2

Proposals received after the scheduled deadline will be considered non-responsive and will not be evaluated.

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ARTICLE 4- SCOPE OF WORK

The Floyd County Board of Education seeks the services of a Vendor to perform Student Drug Testing for the School District.

The purpose of this RFP is to solicit proposals from qualified and experienced vendors to provide Student Drug Testing for the District. Random student drug testing will be administered to Floyd County Schools middle and high school students who participate in extracurricular activities and athletics, and/or who drive to or from school. It is estimated that students will be randomly tested 3 times during the school year (August-June), with 60% of students being randomly tested each cycle. Students who test positive for drugs on a random test will be mandatorily tested for a calendar year during school months, therefore an additional group of students may be added to the monthly testing, with the anticipation of this being as few as zero and no more than 10 additional students per month. As a result of this RFP process, the District seeks to award 1 contract to the vendor who proposes the best value for the District; however, the District may award up to 2 contracts if the District deems it to be in its best interest.

The District seeks contracts with the following tests and their respective prices:

- Drug panel included in the attached Sample/Draft Testing Protocols procedures, including screen cutoff and GC/MS cutoff
- Standard 10-drug panel and the drugs included in the panel, including screen cutoff and GC/MS cutoff
- Standard 12-drug panel and the drugs included in the panel, including screen cutoff and GC/MS cutoff

Vendor shall report all potential problems to a District authorized representative in writing as quickly as possible, but no later than 5 calendar days. Emergencies must be reported immediately.

The District reserves the right to award this contract in whole, in part, or not at all so that it's best interest is served. The District also reserve the right to waive informalities and minor irregularities in proposals received, to request additional information, and to negotiate with vendors.

Sample/Draft Testing Protocols

1. Prior to trying out for or joining an extracurricular team or activity not required by a class, including athletics, or prior to being authorized to drive or park on school property, the student participant or driver and his/her parent/guardian shall read the District Policies and related Procedures and shall acknowledge, in writing, that they have read and understand the policy and procedures, and agree to be bound by the terms and conditions contained in the policy and procedures. The student participant or student driver and his/her parent or guardian shall also sign the "Student and Parent/Guardian Consent to Perform Urinalysis for Drug Testing" form before the student will be permitted to try out for an athletic team, join an extracurricular activity, or be authorized to drive or park on school property.
2. Prior to being tested, each student participant or driver shall complete a "Chain of Custody Form" and a "Consent to Test Form". The forms shall identify the student participant or driver only by a confidential number and shall be in a sealed package, which shall be forwarded to the testing laboratory with the urine specimen.

[Remainder of page intentionally left blank.]

3. Student participants' urine specimens may be tested for the following, which may include, but may not be limited to the following:

- a. All Amphetamines (including Meth)
- b. Marijuana (including Synthetic Marijuana)
- c. Cocaine and its derivatives
- d. Opiates (including Synthetic Opiates)
 - a. Codeine
 - b. Morphine
 - c. Hydrocodone
 - d. Hydromorphone
- e. Phencyclidine (PCP)
- f. Benzodiazepine
- g. Propoxyphene
- h. Methadone
- i. Barbiturates
- j. Oxycodone
- k. Performance enhancing substances
- l. Other illegal or controlled substances

- 4. Student participants and drivers shall be subject to random testing at any time during the school year or for however long they choose to participate in extracurricular activities and/or drive or park on school property. If a student is an acknowledged member of a team or extracurricular activity from the prior school year, they will remain a member of the current year unless written notification of nonmember status is submitted and signed by the student and parent.
- 5. No fewer than 60% student population enrolled in 6th -12th grades and 10% of the volunteer pool will be randomly chosen to be drug tested each testing cycle during the school year. The Floyd County Board of Education shall be responsible for the cost of random drug testing related to implementation of this procedure.
- 6. The collection of urine specimens and the scientific analysis of the collected specimens shall be conducted on the school campus by a professional testing company selected by the Board of Education.
- 7. The testing laboratory approved by the Board shall determine which student participants or student drivers are to be tested by the random drawing of numbers from all student participants and drivers in the testing pool.

8. Collection procedures for urine specimens shall be developed, maintained, and administered by the testing company to minimize any intrusion or embarrassment for each student, ensure the proper identification of students' specimens, minimize the likelihood of the adulteration of a urine specimen, and maintain confidentiality of results. To that end, the procedure will require:

- a. The presence of a Principal/Assistant Principal immediately prior to the collection process to ensure proper student identification and supervision prior to specimen collection.
- b. The presence of 1 or more representatives of the testing laboratory when the specimen is taken.
- c. The testing laboratory shall provide each student present for the collection process a receptacle for the collection of urine. The student shall be permitted privacy during the collection process.
- d. Immediately prior to entering the private bathroom facility 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.
- e. Prior to entering the private bathroom facility utilized for the collection process, the testing laboratory shall treat water in the private bathroom facility with coloring substance (frequently referred to by the testing laboratories as "bluing the water") to prevent a student from attempting to dilute or otherwise adulterate the urine specimen.

9. Each specimen shall initially be tested using a highly accurate 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 to be negative. Only after the GC/MS confirmation shall a test be reported as positive.

10. In the case of a student participant or student driver testing positive, the following actions shall take place:

- a. The drug testing laboratory's Medical Review Officer (MRO) will contact the student's parent/guardian if under the age of eighteen (18), or will contact the student if eighteen (18) years of age or above, for an interview verifying the student's medical history.
- b. The MRO will contact the student's doctor and/or pharmacist to verify any medications prescribed.
- c. Failure by the student and parent/guardian to produce the verifying information will result in a positive test result.
- d. After reviewing the information, the MRO will determine if any of the prescribed medications caused the positive test result and will certify the drug test results as positive or negative. If the result is deemed negative after the medical history is taken into consideration, the MRO will notify the parent/student.

12. Written confirmation of all test results shall be forwarded by the testing company to the Designated School Representative (DSR), who shall provide the results (negative or positive) to the Principal/Designee and Head Coach or Organization Advisor. All test results are confidential and shall be maintained by the Designated School Representative (DSR) under the strictest security.

13. The test results forwarded to the Designated School Representative (DSR) shall indicate that positive results were confirmed by the GC/MS technique and shall indicate the name of the individual for whom the test results are being reported, the type of test indicated on the custody and control form, the date and location of the test collection, the identity of the persons or entities performing the collection and analysis of the specimens and reporting test results, the verified results of the controlled substances test, and, if positive, the identity of the controlled substance(s) for which the test verified positive. Test results shall be forwarded to the DSR in a manner to ensure that the DSR cannot determine that any test was a presumptive, positive test unable to be confirmed by GC/MS.

14. In the event that a student participant's or driver's urine specimen produces a positive result, the Principal and sponsor shall meet with the student participant or driver and the student's parent/guardian, if the student is under the age of eighteen (18), to disclose and discuss the test results. At this meeting the student shall be advised of his/her procedural rights. The final determination of the student's eligibility shall be made at the school level by the Principal.
15. The final determination of the student's eligibility shall be made at the school level by the Principal.
16. Any refusal by a student to be tested shall be treated as a violation, and the appropriate sanctions will be assessed. The student's parents or legal guardians shall be notified by the Principal of the refusal and sanction.

Article 4-B Scope of Work Personnel Testing

The purpose of this RFP is to solicit proposals from qualified and experienced vendors to provide Personnel Drug Testing for the District. Personnel drug testing will be administered to Floyd County Schools faculty and staff will be randomly tested during the school year (August-June), with 40% of paid employees being randomly tested each cycle. As a result of this RFP process, the District seeks to award 1 contract to the vendor who proposes the best value for the District; however, the District may award up to 2 contracts if the District deems it to be in its best interest.

Drug-Free/Alcohol-Free Schools:

The Floyd County Board is committed to a safe working environment, to making adequate provisions for the safety and health of its employees at their place of employment, and to the safety and health of the students we serve as well as the general public. The Board recognizes that no greater responsibility exists for the Board than to ensure the protection of our children. The Board recognizes that substance abuse in our nation and community exacts staggering costs in both human and economic terms. Substance abuse can be reasonably expected to produce impaired job performance, lost productivity, absenteeism, accidents, wasted materials, lowered morale, rising health care costs, and diminished interpersonal relationship skills. The Board and its employees share a commitment to create and maintain a drug-free workplace. The Board is responsible for the instruction and well-being of the students entrusted to its care. A consistent message needs to be communicated by the Board that the use of illegal drugs, the abuse of alcohol, and the misuse of prescription drugs are unacceptable. Provisions of the Drug Free Workplace Act, 41 USCA 702, require federal grant recipients to establish a drug-free workplace. Employees must be provided with a statement notifying them of the prohibitions pertaining to controlled substances, consequences of violations, and compliance with the drug-free policy as a condition of employment.

POLICY GOALS AND OBJECTIVES

1. To establish, promote and maintain a safe, healthy working and learning environment for employees and students.
2. To assist the affected employee in locating a rehabilitation program for employees with a self-admitted or detected substance-abuse problem.
3. To promote public trust of the District and its employees.
4. To eliminate substance abuse problems in the workplace.
5. To aid in the reduction of absenteeism, tardiness, and sub-standard job performance.
6. To provide a clear standard of job performance for District employees.
7. To provide a consistent model of substance-free behavior for students. EMPLOYEE CONDUCT Substance abuse is the misuse or illicit use of alcohol, drugs, or controlled substances. Use of illegal drugs or alcohol by employees interferes with the educational and work process. Employees on duty or on the Board's property, or in attendance at system-approved or school related functions shall not manufacture, distribute, dispense, possess, or use illegal drugs, or drug paraphernalia, nor shall they be under the influence of such drugs. An employee convicted of a workplace violation of criminal drug law offense shall notify the Superintendent of such conviction no later than five (5) calendar days after such conviction. Within thirty (30) calendar days after receiving notice of a conviction, the Superintendent shall take appropriate disciplinary action and/or refer the employee to an appropriate substance-abuse rehabilitation program. Failure of the employee to report the conviction within the time prescribed may lead to disciplinary action up to and including discharge.10 Page 2 of 4 PERSONNEL 03.23251

(CONTINUED) Drug-Free/Alcohol-Free Schools ALCOHOL AND DRUGS Alcohol, prescription drugs, and over-the-counter drugs are illegal and readily available. These drugs when abused over time or used in combination with one another can result in chemical dependency or poly-drug addiction. Employees shall conduct themselves in a manner consistent with the following provisions. Employees on duty or on Board property shall not be under any degree of intoxication. Employees shall not manufacture, sell or use alcoholic beverages while on Board property or on duty. Employees on duty shall not use or take prescription drugs above the level recommended by the prescribing physician or use over-the-counter medications in a manner as to impair work performance and shall not use prescribed drugs for purposes other than those for which they are intended. Employees shall not dispense such drugs except as provided in Board policy 09.2241. BOARD CONTRACTED FACILITY Drug screening shall be conducted by Board-approved, independent, certified laboratories utilizing recognized techniques and procedures, more specifically described in procedures 03.13251 AP.1/03.23251 AP.1. The contract with such facility shall specify the substances to be tested for which may include but not be limited to: (to be determined after consultation with drug laboratory) PRE-EMPLOYMENT TESTING All employees occupying a safety sensitive position where a Commercial Driver's License (CDL) is required are subject to pre-employment testing, as defined in Board policy 06.221. RANDOM SCREENING The Floyd County Board of Education has established a random drug-testing program for employees in a safety-sensitive position. The procedure is set forth in 03.13252 AP.1/03.23251 AP.1 PHYSICAL EXAMINATION/SCREENING BASED UPON REASONABLE SUSPICION. The Superintendent/designee, with such assistance and input of the employees' supervisors as deemed necessary, is authorized to make the determination that reasonable suspicion or cause exists to order a drug screen of employees in safety-sensitive positions. Circumstances under which substance screening may be considered include, but are not limited to, the following: 1. observed use, possession, or sale of illegal drugs and/or illegal use, possession, sale, or abuse of alcohol and/or the illegal use or sale of prescription drugs. 2. Apparent physical state of impairment of motor functions. 3. Marked changes in personal behavior not attributable to other factors. 4. Employee involvement in or contribution to an accident where the use of alcohol or drugs is reasonably suspected or employee involvement in a pattern of repetitive accidents, whether or not they involve actual or potential injury. 5. A formal allegation made by a duly authorized law enforcement officer. The circumstances under which substance screening may be considered are limited to employee conduct on duty or during working hours, or on or in Board property, or at school-related functions of the District. .11 Page 3 of 4 PERSONNEL 03.23251 (CONTINUED) Drug-Free/Alcohol-Free Schools PHYSICAL EXAMINATION/SCREENING BASED UPON REASONABLE SUSPICION (CONTINUED) Prior to substance screening, employees shall sign an acknowledgement that the summary result shall be transmitted to the Superintendent. Failure to comply will be considered insubordination and appropriate disciplinary actions shall occur. DISCIPLINARY ACTION Employees are hereby notified of the provisions of this policy and employees determined to be in violation shall be subject to discipline that extends up to and including termination as noted in Floyd County Board of Education policies 03.17 and 03.27. CONFIDENTIALITY Records that pertain to required substance screens are recognized to be private and sensitive records. They shall be maintained in a secure fashion to ensure confidentiality and privacy and be disclosed to the Superintendent only to the extent necessary to address any work-related safety risks occasioned by either the drug or alcohol use. The Superintendent shall keep any such records in a secure fashion to maintain confidentiality and privacy. Medical records, and information relating directly thereto, shall be maintained in accordance with provisions of Kentucky law and used with the highest regard for employee privacy consistent with the law and purpose of achieving and maintain a drug-free workplace. All personnel records and information regarding referral, evaluation, and substance screen results shall not be placed in an employee's personnel file. PREVENTION PROGRAM The Superintendent shall establish a comprehensive and on-going drug-free/alcohol-free prevention program for all employees which shall include notice of the following: 1. The dangers of drug/alcohol/ abuse in the schools; 2. The District's policies and related procedures on drug-free/alcohol-free schools; 3. The requirement for mandatory compliance with the District's established standards of conduct;; 4. Information about available drug/alcohol counseling programs and available rehabilitation/employee assistance programs; and 5. Penalties that may be imposed upon employees for drug/alcohol abuse violations. CHANGES TO POLICY This policy may be amended from time to time to facilitate needed changes in the Board's Drug Free Workplace Substance Abuse Program. Any amendment shall be made by the Board, consistent with Board Policy 01.5.11 Page 4 of 4 PERSONNEL 03.23251

(CONTINUED) Drug-Free/Alcohol-Free Schools DEFINITIONS AS USED IN THIS POLICY Illegal use of drugs means the use or purchase of drugs, the possession or distribution of which is unlawful under the Controlled Substance Act (21 U.S.C.A. 812). Such term does not include the use of a drug taken under the supervision by a licensed health care professional or other uses authorized by the Controlled Substances Act.

Drug or illegal drug means a controlled substance as defined in Schedules I through V of the Controlled Substances Act and any substance listed in KRS Chapter 218A as a controlled substance or any other substance that may be added by the Kentucky Cabinet for Health and Human Services under regulations pursuant to KRS 218A.020. Conviction means a finding of guilt, including a plea of no-contest, or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the federal or state criminal drug statutes. Criminal Drug Law means a federal or non-federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance. Percentage of Personnel in Random Drug Testing Program full time employees randomly tested at 40%

Personnel participants' urine specimens may be tested for the following, which may include, but may not be limited to the following:

- a. All Amphetamines (including Meth)
- b. Marijuana (including Synthetic Marijuana)
- c. Cocaine and its derivatives
- d. Opiates (including Synthetic Opiates)
 - a. Codeine
 - b. Morphine
 - c. Hydrocodone
 - d. Hydromorphone
- e. Phencyclidine (PCP)
- f. Benzodiazepine
- g. Propoxyphene
- h. Methadone
- i. Barbiturates
- j. Oxycodone
- k. Performance enhancing substances
- l. Other illegal or controlled substances

Article 4-C Scope of Work DOT Testing

The proposed alcohol/drug testing program) shall be for a full compliance (49 CFR parts 40 and 382) U.S. Department of Transportation (DOT) Federal Highway Administration (FHWA) and Kentucky Department of Education drug and alcohol testing program for employees required to have a Commercial Driver's License (CDL). DOT regulation requires we test 50% of CDL drivers for drugs and 10% of CDL for alcohol.

FLOYD COUNTY SCHOOL DISTRICT BUS DRIVER (DOT) DRUG TESTING PROGRAM

1. District to provide laboratory and MRO services in connection with the District's policy and procedures for the DOT Federal Regulated Testing Program.
2. Vendor to provide District with on-site collection services with certified drug and alcohol collectors.
3. Vendor to provide District with a local designated collectors for pre-employment, post-accident and reasonable suspicion testing (If needed). *Post-accident testing is required for all Floyd County personnel operating a vehicle owned by Floyd County Schools.*
4. Vendor to provide District with the annual MIS/DOT report in accordance with DOT Federal Regulations.
5. Vendor to provide District with the semi-annual laboratory statistical report in accordance with DOT Federal Regulations.
6. Vendor to provide district DER with communication upon receipt of positive results, and program administrator will assist district DER in the proper management communication with the employee, proper forms to be issued, confidential issues, etc ..
7. Vendor to provide DER with a confidential security code and password for receiving and viewing test results and drug testing activity via website or email.
8. Vendor to assist the DER with Excel spreadsheet format for making the employee testing list.
9. Vendor to assist DER with navigating through the website and telephone training on how to update the employee list before a testing period and other available information from the website.
10. Vendor to provide district DER with a twenty four (24) emergency hotline for after hour assistance and post-accident testing.
11. Vendor will maintain all DOT Federal Regulated Drug Testing Program information electronically five (5) years.
12. All results and reports will be sent to the DER via secured email and/or through our website.
13. Vendor will insure that the Medical Review Officer verifies all non-negative results and conducts assessment process to verify all prescription medications.
14. Vendor and district will insure that all DOT covered employees receive an identification card verifying placement in a DOT Federal Regulated Drug Testing Program.
15. Vendor agrees to provide these services with reasonable dispatch, diligence and care with the objective of assisting the District in furtherance of the DOT Drug Testing Program.

Vendor will perform the following services on an as needed basis:

1. Initial employee set-up;
2. On-site BAT (Breath Alcohol Test) with EBT and urine drug screens;
3. Mobile Drug Specimen Collection and Analysis;
4. On-site set up;
5. Clinic Drug Specimen Collection's Analysis;
6. Record Management (Drug and Alcohol);
7. 24 Hour Telephone consultation
8. Annual D.O.T. Reporting; compliance with DOT annual random testing of CDL drivers
9. Emergency or On-call In-field Service;
10. Training for supervisors Vendor shall provide required reports by DOT as requested and maintain all records involving the administration of the drug testing program.

DOT 5 Panel Drug Screen and Alcohol Screen

The regulations require 5-panel testing for the following classes of substances:

- Marijuana
- Cocaine
- Opiates — opium and codeine derivative
- Amphetamines and methamphetamines
- Phencyclidine — PC

Breath Alcohol Test

Rapid Saliva Alcohol test

Testing Procedures • Once notified to report for testing, a CDL driver must report to the collection site immediately (For additional information on the collection, please refer to: www.transportation.gov/odapc). • DOT drug testing only recognizes urinalysis as a valid means for drug testing. If problems are identified, a driver may be required to retest under direct observation. A driver is only permitted three hours to produce a urine specimen. Leaving the collection site before the process has been completed may be declared a "refusal." In addition, if unable to provide a specimen as required, a driver is subject to the "shy bladder" evaluation that can result as a refusal due to the absence of a medical condition as deemed by the medical review officer (MRO). • Once tested, the laboratory will report the analysis to a MRO. If the analysis indicates a positive result, the MRO will contact the driver to determine whether there are circumstances that would explain the positive result. If there are none, the MRO will report a positive result to the employee.

Required Tests CDL drivers are subject to each of the following types of tests: **Pre-Employment** – New drivers must be drug tested with a negative result before an employer can permit them to operate a CMV on a public road. Alcohol testing is permitted only if it applies to all CDL drivers. If a driver is removed from a random testing pool for more than 30 days, the driver must again be pre-employment tested. **Post-Accident** – CDL drivers must be drug and alcohol tested whenever they are involved in a fatal accident, or receive a traffic citation resulting from an injury or vehicle-disabling accident. The alcohol test must occur within 8 hours, and the drug test must occur within 32 hours. **Random Testing** – CDL drivers are subject to unannounced random testing. A driver may be directed to take a drug test even when at home in an off-duty status. Random alcohol testing may only occur when the driver is on-duty or immediately before or after. Once notified to report for random testing, the driver must immediately report to the testing location. A delayed arrival may be considered a refusal (see 49 CFR 40.191), which is equivalent to testing positive. **Reasonable Suspicion** – DOT-trained supervisors can direct a driver to be drug or alcohol tested whenever he or she exhibit signs of drug or alcohol abuse. The decision must be based on observations concerning the appearance, behavior, speech, or body odors of the driver. **Return-to-Duty** – Return-to-duty tests require "direct observation" as prescribed in 49 CFR 40.67. They are only required after an employee has completed the "return-to-duty" process, before returning to perform a safety sensitive function (i.e., driving CMVs). They may replace the pre-employment test for "positive" tested and "refusal" driver.

ARTICLE 5- TECHNICAL PROPOSAL (Worth up to 600 Points)

5.1

Include the following 8 items with your Technical Proposal packet:

- **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, Applicants/Offerors and Vendors
- **Attachment D (if applicable) (notarized)**, Resident Vendor Affidavit
- **Attachment E (signed)**, General Conditions
 - Applicants/Offerors may copy and paste this onto a separate document and respond accordingly.
 - Be sure to sign where indicated.
- **Attachment F (initialed)** - Mandatory Requirements
- **Attachment G (signed)** - Technical Response

5.2

Submit one (1) original and six (6) copies of the Technical Proposal packet.

5.3

Attachment A, Solicitation Response Cover page, must be signed in ink. If this page isn't signed, the proposal will be deemed non-responsive and will not be evaluated.

A District evaluation team will review and discuss all the sections of your Technical Proposal packet and award up to 600 points.

Note: Technical Proposals must be awarded at least 400 points to be considered and to move to Cost scoring.

ARTICLE 6- COST PROPOSAL (Worth up to 400 Points)

6.1

Complete the Rate Chart on Attachment H.

6.2

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

6.3

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.

The Buyer will tabulate the points based on the points available.

ARTICLE 7- OTHER PROPOSAL INFO

7.1

The total number of points available for the Vendor's written proposal is 1,000.

Technical Proposal Packet	600
Cost Proposal	400
Total	1,000

Oral Presentations (if necessary)	200
New Total	1,200

7.2

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

7.3

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

7.4

Mail or deliver the proposal to:

Floyd County Schools Board Office
442 KY RT 550
Eastern, KY 41622

7.5

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. These will be considered non-responsive.

ARTICLE 8— ORAL PRESENTATIONS

After Technical Proposal packet evaluations and prior to costs being evaluated and revealed to the District evaluation team, oral presentations may be requested by Vendors at the District's discretion. Oral presentations would be requested by the Vendors with the top 3 scoring Technical Proposal packets. If oral presentations are held, a set list of questions will be asked of all vendors. Clarifications may be requested and follow-up questions may occur — based on vendor responses. If oral presentations are held, please send a

knowledgeable representative who can speak on behalf of the company. Oral presentations are worth up to 200 points, which would make the final number of points available 1,200.

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, Floyd County 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 non-residency shall be defined in accordance with KRS 45A.494(2) and 45A.494(3), respectively. Any Offeror claiming Kentucky residency status shall submit with its proposal a notarized affidavit (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 August or September 2022 or upon Board approval (whichever is later) through June 30, 2023. Upon mutual agreement of the parties, the Contract may be renewed for up to one 2-year period (July 1, 2023 - June 30, 2024).

All prices and costs shall remain firm for the initial period of the Contract. Prices and costs for renewal periods will be mutually negotiated by the parties.

ARTICLE 12 — PAYMENTS

Payment for services will be made upon satisfactory completion of work.

Invoices shall be sent or delivered to:

Floyd County Schools
Attn: Accounts Payable
442 KY RT 550
Eastern, KY 41622

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 FCS 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 vendor, and then the next highest-scoring vendors 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 vendors.

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 FCS Board or its designee. The proposer 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 FCS 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 FCS Buyer, and posted to the FCS website. Vendors 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 FCS website and will also be available in hard copy form at the Floyd County Schools Board office, located at 442 KY RT 550, Eastern, KY 41622. It is important for vendors 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 Floyd 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 Floyd County Board of Education also reserves the right to reject any proposal where evidence or information submitted by the vendor does not satisfy the Board of Education that the vendor 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 FCS 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 FCS 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 FCS 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 FCS 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 FCS 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 Floyd 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 VENDOR

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), vendors 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 vendor, Floyd County 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 vendor which shall operate under the remainder of the existing contract breached by the vendor and the original vendor shall be liable for any and all excess costs incurred in the procurement of the substitute vendor.

ARTICLE 29- TAXES

30.1 - Kentucky Sales and/or Use Tax

(a) Proposers are informed that service contracts of the Board of Education of Floyd 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 Floyd County, Kentucky is entitled to exemption from Federal Excise Tax. All proposers or vendors shall take this into consideration in their bid.

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

(a) The vendor 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 subvendor 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 subvendor 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 VENDORS

The utilization of minority vendors and sub-vendors are encouraged, wherever possible, on public contracts. The vendor should make full efforts to locate minority business persons. For assistance in identifying minority offerors and sub-vendors, 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 vendors 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

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

ARTICLE 34— FUEL SURCHARGES

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

ARTICLE 35—TOBACCO AND E-CIG FREE CAMPUSES

Smoking, tobacco use of any kind, and electronic cigarettes are strictly prohibited on any FCS 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 vendor 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 vendor shall certify, by submitting the solicitation, that to the best of its knowledge and belief, the vendor 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 vendor shall fully disclose all discounts, rebates, allowances, and incentives received from its suppliers. The vendor must disclose and return to the Floyd County 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

Vendors that are provided by Floyd County 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 Floyd County 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 (Floyd County Schools) or the nonaffiliated third party (the vendor) 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 (Floyd County Schools) or the nonaffiliated third party (the vendor) 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 (Floyd County Schools); and receives personal information from the agency (Floyd County Schools) pursuant to the contract or agreement."

The vendor hereby agrees to cooperate with Floyd County 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 vendor agrees to the terms set forth below.

The vendor shall notify as soon as possible, but within seventy-two (72) hours, Floyd County Schools of a determination of or knowledge of a security breach relating to the Personal Information in the possession of the vendor, unless the exception set forth in KRS 61.932(2) (b) 2 applies and the vendor abides by the requirements set forth in that exception. Notice shall be sent to the Floyd County Schools Chief Financial Officer at 442 KY RT 550, Eastern, KY 41622 or by phone at 270-781-5150. The notice to FCS shall include all information the vendor has regarding the security breach at the time of notification.

The vendor hereby agrees to report, immediately and within twenty-four (24) hours, to the offices of the Floyd County 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 vendor hereby agrees that Floyd County Schools may withhold payment(s) owed to the vendor for any violation of the Act or this Article.

In the event of a security breach relating to Personal Information, the vendor 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 vendor will satisfy the notification deadlines in KRS 61.933(1) (b) but the vendor will ensure that Floyd County Schools has the opportunity to review and approve all notices to be sent. Floyd County Schools will have the opportunity to review any report produced as the result of the investigation. The vendor will be fully responsible for all costs associated with compliance by the vendor and Floyd County 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 vendor 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 vendor'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 vendor shall meet the requirements of the Act by providing to Floyd County 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 vendor 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.kv.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 vendor 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 Floyd County Schools, becomes the equivalent of a cloud computing service provider, the vendor does further agree that:

- The vendor shall not process student data for any purpose other than providing, improving, developing, or maintaining the integrity of its cloud computing services, unless the vendor receives express permission from the student's parent. The vendor 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 vendor may assist Floyd County 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 vendor 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 vendor shall not sell, disclose, or otherwise process student data for any commercial purpose.
- Pursuant to KRS 365.734, the vendor shall certify in writing to the Floyd County Schools that it will comply with KRS 365.734(2).

ARTICLE 45 - FINAL DISPOSITION OF FCS DATA

The Vendor agrees, upon termination, cancellation, expiration, or other conclusion of this Contract that FCS data will be made available to FCS in the format requested by the Board. The Vendor also agrees, that upon termination, cancellation, expiration, or other conclusion of this Contract, and after making FCS data available to FCS in the format requested by the Board, the Vendor shall erase, destroy, and render unreadable and infeasible for recovery or re-use, all FCS data, regardless of its format, mode of storage or location, including such data that may have been provided to the vendor's employees, sub-vendors, 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 FCS, whichever shall come first.

ARTICLE 46- CERTIFICATIONS AND ASSURANCES

The United States Department of Agriculture (USDA) requires vendor(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 Vendor assures it will comply with items 1-13 below. Vendor(s) also agree these items may be amended from time to time, including adding appropriate provisions to all contracts between FCS and for-profit Vendors:

- (1) Administrative, contractual, or legal remedies in instances where vendors 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 sub grantee 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 vendors or sub grantees)
- (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 sub grants 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 sub grantees 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 sub grantees 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 sub grantees 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 vendor must agree to report all violations to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). (Contracts, subcontracts, and sub grants 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 Vendor 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 Floyd County 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 vendor shall furnish a certificate of insurance in accordance with the requirements set forth below. The vendor agrees that required insurance shall not be cancelled or allowed to lapse during the term of any awarded contract without prior written notification to Floyd County Schools. The certificate of insurance shall name the Board of Education of Floyd County as additional insured in the Description of Operations section of the Certificate of Insurance which shall read:

Board of Education of Floyd County
Attn: Finance Department
442 KY RT 550
Eastern, KY 41622

VENDOR'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 Vendor'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 Vendor'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. Floyd County 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 vendor 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 vendors 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 Vendor 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 vendor shall agree to report all violations to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

The Vendor 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 Vendor agrees to report each violation to the USDA and the appropriate EPA Regional Office. The Vendor 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 Vendor agrees to report each violation to the USDA and the appropriate EPA Regional Office.

SUSPENSION AND DEBARMENT: Grantees, vendors, and sub vendors (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 Vendor 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 proposer 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 proposer knowingly rendered an erroneous certification, in addition to remedies available to the Floyd County School District, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 CFR 180.220 while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

LOBBYING: Vendors 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 Vendor 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 Floyd County School District.

EQUAL EMPLOYMENT OPPORTUNITY. Vendors 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 sub recipient 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 Vendor 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 vendor net of all discounts, rebates and other applicable credits accruing to or received by the vendor 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 vendor 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 vendor 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 vendor'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 vendor 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 vendor to report this information on a less frequent basis than monthly, but no less frequently than annually;
- The vendor 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 vendor 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 vendor receiving payments in excess of the vendor's actual, net allowable costs.

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ATTACHMENT A

SOLICITATION RESPONSE COVER PAGE

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

RFP#2022

Student Drug Testing
Staff Drug Testing
DOT Drug and Alcohol Testing

Issued by:

Floyd County Schools
442 KY RT 550
Eastern, KY 41622

Date RFP Issued: 06/27/2022 Date/Time RFP closes: 08/15/2022 at 1:00 pm (EDT)

VENDOR TO COMPLETE THE FOLLOWING:

Ownership type:

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

Vendor Name:

Vendor Contact: _____

Contact Telephone: _____

Contact Email: _____

Physical Address: _____ **Remit Payments to:** _____

Contact Email: _____

Signature [REQUIRED] _____ **Date** _____

ATTACHMENT B

NON-DISCRIMINATION / MINORITY-OWNED BUSINESS FORM

IT IS IMPORTANT THAT YOU RESPOND TO THIS INQUIRY

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

The Floyd 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?

Circle one YES NO

Is your company a minority-owned business?

Circle one YES NO

Vendor Name: _____

[The remainder of this page intentionally left blank.]

ATTACHMENT C (page 1 of 2)

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

**Solicitation/Contract #: RFP 2022
FOR BIDS AND CONTRACTS IN GENERAL:**

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 sub vendors 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 that the entity bidding, and all sub vendors 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 vendor further swears and affirms under penalty of perjury, that:

- a. In accordance with KRS 121.056, and if this is a non-bid contract, neither the vendor, 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 vendor, nor officers or employees of the vendor or any entity affiliated with the vendor, nor the spouses of officers or employees of the vendor or any entity affiliated with the vendor, 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. Solicitation/Contract #: OF 2
- 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 vendor, 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

ATTACHMENT C (page 2 of 2)

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

**Solicitation/Contract #: RFP 2022
FOR BIDS AND CONTRACTS IN GENERAL:**

\$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.

As a duly authorized representative for the bidder, offeror, or vendor, I have fully informed myself regarding the accuracy of all statements made in this affidavit, and acknowledge that the Commonwealth 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.

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 D

**REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND VENDORS
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 2022
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.

Floyd County 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

Please label any included information as supplementary documentation with the respective Attachment section and item number.

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

Vendor may copy and paste this onto a separate document and respond accordingly.

SERVICE TIMES - Services shall occur during normal school hours.

SUBCONTRACTING IS NOT PERMITTED - All workers shall be employees of the vendor.

VENDOR'S PERSONNEL - The Vendor shall only use trained personnel who are directly employed and supervised by the Vendor unless prior approval is obtained. The Vendor and/or any worker who perform oversight of the work shall hold a valid, applicable Kentucky License.

BACKGROUND CHECKS - All workers who perform these services on District property shall have background checks done prior to commencing any work. To schedule background checks, the Vendor shall contact the Floyd County Schools Central Office at 442 KY RT 550, Eastern, KY 41622 between 8:00 am-4:00 pm or call 606-886-2354. The Vendor is responsible for all fees associated with obtaining background checks.

No employee of the vendor 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.

DRESS CODE - 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 School District reserves the right to ask the vendor to remove any employee of the vendor whom the district finds objectionable.

MATERIALS SAFETY DATA SHEETS — If applicable, vendors agree to submit a Material Safety Data Sheet for each toxic or hazardous substance or mixture when deliveries are made.

LAWS - Vendors agree to comply with all requirements and all applicable Federal, Commonwealth of Kentucky, Local, and industry laws and regulations.

REPORTS - The Vendor shall maintain and keep current a summary report that will reflect cumulative dollar figures for items invoiced. This report shall be made available to Floyd County Schools upon request within 14 calendar days.

PAYMENT - The Vendor shall submit monthly invoices.

The invoice shall:

- Identify the date, time, and location of the most recent service.
- Identify the number and type of each drug testing panel performed for the most recent service.
- Be submitted within 15 days of completion of services to:

Floyd County Schools

Attn: Accounts Payable

442 KY RT 550

Eastern, KY 41622

- Be paid by the District within 30 calendar days of receipt.

[The remainder of this page intentionally left blank.]

ATTACHMENT F - MANDATORY REQUIREMENTS

Vendors must meet the following requirements:

Have been regularly and actively engaged in the applicable contracting business, operating under the same business name and business organization structure, and performed the type of work described in the applicable Scope of Work for a minimum of 3 years.

VENDOR TO INDICATE CONFORMANCE WITH INITIALS: YES _____ **NO** _____

Licensed to perform work within the State of Kentucky. **CONTRACTOR TO INDICATE CONFORMANCE WITH INITIALS: YES** _____ **CONTRACTOR TO ATTACH COPIES OF ALL APPLICABLE LICENSES** _____ **NO** _____

Vendor agrees to have background checks obtained at the Vendor's expense for all workers prior to commencing any work.

VENDOR TO INDICATE CONFORMANCE WITH INITIALS: YES _____ **NO** _____

Carry the required amount of insurance stated in Article 47. Certification of insurance shall be provided to Floyd County 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.

VENDOR TO INDICATE CONFORMANCE WITH INITIALS: YES _____ **NO** _____

IF NO, VENDOR WILL OBTAIN THE INSURANCE IF AWARDED A CONTRACT: _____

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

VENDORS MUST PROVIDE 2 CURRENT REFERENCES from school districts receiving random student *Drug, Staff Drug, DOT Drug and Alcohol testing services by your company. Floyd County Schools may be a reference.*

See next page for References sheet.

[The remainder of this page intentionally left blank.]

ATTACHMENT F - MANDATORY REQUIREMENTS (cont.)

REFERENCES

Provide at least 2 references.

REFERENCE #1 (required)

Organization/Business Name: _____

Organization/Business Representative Contact Name: _____

Organization/Business Address: _____

Organization/Business Email Address, if applicable: _____

Organization/Business Telephone Number: _____

REFERENCE #2 (required)

Organization/Business Name: _____

Organization/Business Representative Contact Name: _____

Organization/Business Address: _____

Organization/Business Email Address, if applicable: _____

Organization/Business Telephone Number: _____

REFERENCE #3 (optional)

Organization/Business Name: _____

Organization/Business Representative Contact Name: _____

Organization/Business Address: _____

Organization/Business Email Address, if applicable: _____

Organization/Business Telephone Number: _____

ATTACHMENT G - TECHNICAL RESPONSE

VENDOR SHOULD COMPLETE AND INCLUDE A SIGNED AND DATED DOCUMENT WITH ITS TECHNICAL PROPOSAL ADDRESSING THE BELOW "ATTACHMENT G - TECHNICAL RESPONSE."

Vendor may copy and paste this onto a separate document and respond accordingly.

Answer in detail all items below and include requested supplementary documentation provided, labeled with the respective item number.

1. List and provide copies of any forms your company requires students and/or their parents or guardians to complete before, during, and after the specimen collection process.
2. Provide details about any deviations from the procedural specifications included in the Sample/Draft Testing Protocols Procedures described in Article 4 - Scope of Work.
3. Provide details regarding the on-site testing process, including who is present from the testing company and how specimens are collected to ensure accuracy and confidentiality.
4. Provide details regarding evaluation of the specimens, including verification and communication of results and the timeline of receiving results at the school level.
5. Provide details regarding the storage of the specimens, including length of time and ongoing confidentiality of records.
6. Describe the role of the Medical Review Officer in ensuring the accuracy of test results.
7. List, provide details, and provide copies of qualifications, licensures, certificates related to drug testing.
8. List all school districts and their addresses for which your company is currently under contract to do random student drug testing.

ATTACHMENT H – COST PROPOSAL

COST PROPOSAL - RFP 2022 STUDENT DRUG TESTING

The cost (price each) of the panels below are all-inclusive and cover all services prior to, during, and after the drug test, as described in the Sample/Draft Testing Protocols procedures (or as described in the Final Testing Protocols as agreed upon by the District and the Vendor after Contract award).

	Worth up to 200 points		Worth up to 100 points		Worth up to 100 points	
	DRUG PANEL1		DRUG PANEL2		DRUG PANEL3	
	Price for the drug panel included in the attached Sample/Draft Testing Protocols procedures, including screen cutoff and GC/MS cutoff.		Price for a standard 10-drug panel and the drugs included in the panel, including screen cutoff and GC/MS cutoff.		Price for a standard 12-drug panel and the drugs included in the panel, including screen cutoff and GC/MS cutoff.	
Price Each	\$		\$		\$	
(to be completed by the District)						
Points						

Price Points Calculations

Example using Drug Panel 1:

The Vendor with the lowest Drug Panel 1 price is awarded 200 points. (The other rates are calculated using this formula, except they are worth up to 100 points each.)

The remaining Vendors' points are calculated as the following example:

3 Vendors submit proposals.

Vendor A's price is \$25

Vendor B's price is \$24

Vendor C's price is \$23

Vendor B is awarded 200 points because it's the lowest price.

Divide Vendor B's price of \$24 by Vendor A's price of \$25 = 0.96

Multiply 0.96 x 200 (max points available) 192

Vendor A is awarded 192

Divide Vendor B's price of \$24 by Vendor C's price of \$23 = 1.04

Multiply 1.04 x 200 (max points available) = 208

Vendor C is awarded 208

Example

	Price	Points Awarded
Vendor A	\$25	192
Vendor B	\$24	191
Vendor C	\$23	208

All three categories will be scored and added together.
Maximum points available for Cost is 400.

END OF RFP 2022