SCHOOL DISTRICT OF
WARREN COUNTY PUBLIC SCHOOLS
BOWLING GREEN, KENTUCKY

REQUEST FOR PROPOSAL

RFP # 2026-01 R1

EMPLOYEE MEDICAL SERVICES

PROPOSAL SUBMISSION DEADLINE:
10:00 AM (CT), TUESDAY, JUNE 17, 2025

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

REVISION #1, 6/5/2025

Questions and Answers

Q1

Can a Locums/Temporary Healthcare staffing agency respond to this solicitation? Providing only the physicians? Is equipment or management required?

A1

No. Services must be provided by an established and fully licensed medical provider with existing facilities, staff, management, and equipment contained within the geographic boundaries of Warren County in order to provide the patient/employee services outlined in the RFP. The medical provider may, however, outsource specimens to registered and licensed medical laboratories as needed to provide results of medical testings and/or screenings as required.

Revisions

1. At the end of Section 3. Scope of Work, some of the question and answer numbers were misnumbered. These are noted below and are corrected in their location in the document.

   ~~**A7**~~ **A6**
   ~~**Q8**~~ **Q7**
   ~~**A8**~~ **A7**

No further revisions.

[END OF REVISION #1]

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SECTION 1. INTRODUCTION

A. STATEMENT OF PURPOSE

This Request for Proposals ("RFP") is issued by Warren County Public Schools ("the District") to solicit proposals from qualified individuals and organizations ("Offerors") to furnish the services described in this document. Additional details may be found in Section 3. Scope of Work.

B. LEGAL REQUIREMENTS

Offerors are advised that any contract resulting from this RFP must comply with all applicable provisions of KRS Chapter 45A and other statutes and policies noted in this RFP. The Warren County Public Schools Procurement Manual (as adopted by the Warren County Board of Education) shall be fully incorporated by reference into this RFP. A copy of this Procurement Manual may be obtained from the District Office upon request at a cost not to exceed the cost of reproduction.

C. SYNONOMOUS TERMS

As used throughout this proposal and its attachments, the following terms are synonymous:

a. Warren County Public Schools and District are synonymous.
b. Solicitation, Request for Proposals, and RFP are synonymous.
c. Offeror, Supplier, Vendor, Company, Firm, are synonymous.
d. Agreement and Contract are synonymous.
e. Successful Offeror and Contractor are synonymous.
f. Project, Services, Scope, and Work are synonymous.

SECTION 2. SCHEDULE OF EVENTS, COMMUNICATIONS

A. SCHEDULE OF EVENTS

Event	Date	Time (CT)
Release of RFP	5/27/2025	
Deadline for written questions from Offerors	6/3/2025	3:00 pm
Answers for written questions posted	6/10/2025	
Deadline for Proposals to be submitted	**6/17/2025**	**10:00 am**
Anticipated Date of Contract Award	6/27/2025	
Anticipated Contract Start Date	7/1/2025	
The District reserves the right to adjust these dates during the solicitation process, if it is in the best interest of the District to do so.		

B. RFP AND ADDENDA

The RFP and addenda may be downloaded from the District website while the RFP is posted.

C. COMMUNICATIONS

Any questions about the RFP must be submitted by the deadline for written questions specified in the Schedule of Events. Questions must be submitted by email to the District Finance Director, Kathy Phelps, at kathy.phelps@warren.kyschools.us.

The abovementioned individual shall be the sole point of contact concerning this solicitation. Prospective and actual Offerors shall not directly contact other District personnel regarding matters concerning this solicitation or to arrange meetings related to such. **Any unauthorized contact may be cause for disqualification of the Offeror.**

All timely and appropriate written questions shall be responded to in accordance with the Schedule of Events. The written answers will be posted as an amendment to the original RFP on the District website. It is the Offeror's responsibility to check the website in a timely manner for such amendments.

D. AMENDMENTS TO THE RFP

Please note that any amendments to a solicitation (such as the revision of the RFP to include the answers to the written questions) will be posted on the District website where the RFP was originally posted.

It is important for prospective Offerors to check the website regularly for posted addenda. No amendments 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. Each Offeror shall determine prior to submitting its proposal that it has received all amendments issued. Offerors are responsible for submitting proposals using the latest version and amendments to the solicitation.

SECTION 3. SCOPE OF WORK

The Warren County Board of Education seeks the services of a qualified Offeror to provide Employee Medical Services for the School District, with one physician acting as the Medical Review Officer (MRO) for the School District.

The Board is willing to award two separate Contracts, if necessary (one Contract for the CDL portion [new hire and recertification physicals] and one Contract for all other employees). Offerors may submit proposals for either or for all.

The Board reserves the right to award a Contract in part or in whole and/or to multiple Offerors, as deemed in the best interest of the Board.

The Board reserves the right to have the Contractor(s) provide other services within the scope of this RFP. Prices for such services shall be mutually agreed upon by the parties.

The Offeror will be expected to provide the following:

A. Pre-employment physicals

1. Bus Drivers and Transportation Employees
    - DOT Physical Examination
    - DOT Required Drug Screen
    - Lumbar/spine x-ray (only if indicated by exam)
    - TB Assessment
    - TB Test (only if indicated by assessment)
    - Chest x-ray (only if indicated by TB test and assessment)
    - Functional Capacity Test

2. Certified Employees (Teachers)
    - Physician examination
    - Drug screen (11-Panel)
    - TB Assessment
    - TB Test (only if indicated by assessment)
    - Chest x-ray (only if indicated by TB test and assessment)

3. Maintenance, Custodial, and Cafeteria Employees
    - Physician examination
    - Drug Screen (11-Panel)
    - TB Assessment
    - TB Test (only if indicated by assessment)
    - Chest x-ray (only if indicated by TB test and assessment)
    - Lumbar/spine x-ray (only if indicated by exam)
    - Functional Capacity Test

4. Other Employees
    - Physician examination
    - Drug Screen (11-Panel)
    - TB Assessment
    - TB Test (only if indicted by assessment)
    - Chest x-ray (only if indicated by TB test and assessment)

B. Other physicals and medical services as needed, such as under the following circumstances:

- Fit for Duty physicals may be requested at the discretion of a District department with the approval of Human Resources when certain physical requirements might limit an employee to return to full duty.
- Functional Capacity testing, both pre-employment, and post-employment
- Annual CDL renewal physicals for approximately 248 CDL holders
- Reasonable Suspicion Drug Testing

C. Drug and Alcohol-Free Workplace Program

The District is a drug and alcohol-free workplace and the successful Offeror will assist the District in its efforts to maintain a drug and alcohol free environment. All testing shall follow the prescribed standards, procedures, and protocols set forth by the United States Department of Health and Human Services *Substance Abuse and Mental Health Administration* (SAMHSA).

Annual testing frequency will include approximately 400 pre-employment, 10 reasonable suspicion, and 5 post-accident drug and alcohol tests. Drug testing will be conducted by urine sample, while alcohol testing will be analyzed using a breath alcohol testing/screening device.

D. Commercial Drivers License (CDL) Alcohol and Drug Testing

The Board has adopted the United State Department of Transportation (USDOT) rules for drug and alcohol testing of Commercial Driver License (CDL) holders. The CDL Alcohol and Drug Testing program is independent from any other drug and alcohol testing program of District employees and must be managed as such. The successful Offeror shall comply with the testing protocol and processes described within the USDOT requirements of 49 CFR Part 40.

CDL drug testing will involve the use of the 5-panel test, instead of the 11-panel test.

Annual testing will include approximately 25 pre-employment, 11 random drug and 4 random alcohol tests. Drug testing will be conducted by urine sample while alcohol testing will be analyzed using a breath alcohol testing/screening device.

The District shall attempt to coordinate testing events during its normal business hours of Monday - Friday, 8:00 am - 5:00 pm Central Time Zone (CT).

While most testing will be requested during normal business hours, it is occasionally necessary to perform unplanned testing events (i.e. "post-accident" and "reasonable suspicion") after normal business hours. In these rare cases, the successful Offeror shall provide a means for testing on weekdays between the hours of 5:00 pm - 9:00 pm CT and on weekends between the hours of 8:00 am - 9:00 pm CT.

Due to other pre-employment physical requirements, pre-employment DOT drug and alcohol testing will likely take place the same day as the scheduled physical. However, the District may a have a need to send employees for DOT drug and/or alcohol testing at any time or on any day during the calendar year.

E. Commercial Drivers License (CDL) Physical Qualifications and Examinations
Approximately, 248 Board employees have commercial driver's licenses and must pass an annual medical examination that meets the requirements specified in 702 KAR 5:080, 702 KAR 1:160, and the Federal Motor Carrier Safety Administration (FMCSA) Part 391.41 and 391.43.

F. Designation of Medical Review Officer (MRO)/Primary Care Physician
The Offeror should have one person designated as the Medical Review Officer (MRO)/Primary Care Physician designated for physical examinations with at least one qualified backup when this person is unavailable. The use of a Nurse Practitioner may be considered on examinations.

The MRO/ Primary Care Physician should be able to conduct a pre-employment physical within 3 working days of the request, except under unusual circumstances beyond reasonable control of the Offeror. The Board will expect to receive electronic results of the physical within 5 calendar days.

When a referral occurs, the Offeror must provide the second doctor with the appropriate medical records and information via electronic means within 48 hours.

G. Patient Records
The District expects copies of results on all requested services performed with physician summaries of all requested diagnostic exams and consultations.

The District shall provide the Medical Review Officer (MRO) with a job description for all pre-employment physicals; and **the District will expect the MRO to review all test results prior to indicating on the medical examination form that the employee is "capable of performing the job."**

H. Timeliness
The successful Offeror will be held to the times proposed in the awarded Contract.

For additional reference, the following are questions and answers from the 2021 RFP, which are applicable to this RFP.

Q1
In the Scope of Work, it's stated the offeror is expected to conduct Functional Capacity Tests as part of pre-employment physicals for bus drivers and transportation employees. Does this [mean] other transportation

workers in addition to CDL holders, i.e. bus monitors, garage employees, etc.? Is the FCT an expectation for any of the 248 CDL holders who require renewed physical exams annually? If so, how many are estimated?

A1

Yes, it is required for new hires as well as recertification of CDL holders.
For the period of June 2020 to March 2021 we have requested a total of 194 FCT for DOT recerts and new hires. The actual number will depend on position vacancies and recerts.

Q2

In the Scope of Work, it's stated the FCT is a requirement of the pre-employment process for Maintenance, Custodial and Cafeteria workers. How many of those are expected annually?

A2

From the period of June 2020 to March 2021, we have requested a total of 276 FCTs be conducted. This includes 194 DOT, recerts and new hires; 65 Food Service/Maintenance; and 17 Custodians.

Q3

Can you furnish copies of each Functional Capacity Test, so it can be determined what elements are involved to give the most accurate quote for them?

A3

The provider is expected to administer the appropriate tests for the various types of positions based on industry best practices.

Q4

In the Scope of Work, it's stated the CDL drug testing refers to the use of a 5-panel test instead of the 11-panel test. The standard DOT test now tests for 8 substances. Is this the test that is being requested?

A4

Shown below are the drugs that are currently requested for CDL. This was the industry standard at the time. If that has changed, then we need to go with the industry standard drug screen.

Amphetamines	Negative	500 ng/mL
Amphetamine	Negative	500 ng/mL
MDA-Analogs	Negative	500 ng/mL
Methamphetamine	Negative	500 ng/mL
Cocaine	Negative	150 ng/mL
Marijuana	Negative	50 ng/mL
Opioids	Negative	
6-AM	Negative	10 ng/mL
Codeine	Negative	2000 ng/mL
Hydrocodone/Hydromorphone	Negative	300 ng/mL
Morphine	Negative	2000 ng/mL
Oxycodone/Oxymorphone	Negative	100 ng/mL
Phencyclidine	Negative	25 ng/mL

Q5

Can the District please submit the 11-drugs it wants included in the Non-DOT drug testing panel?

A5

Again, those shown below were the industry standard at the time, and if that is changed, we will want the industry standard on the 11 panel drugs.

6-AM	Negative	10 ng/mL
Amphetamines	Negative	1000 ng/mL
Barbiturates	Negative	300 ng/mL
Benzodiazepine	Negative	300 ng/mL
Cocaine	Negative	300 ng/mL
Marijuana	Negative	50 ng/mL
Methadone	Negative	300 ng/mL
Opiates	Negative	300 ng/mL
Oxycodone	Negative	100 ng/mL
Phencyclidine	Negative	25 ng/mL
Propoxyphene	Negative	300 ng/mL

Q6

In the Scope of Work, it's stated that CDL annual DOT random and alcohol drug testing may require the offeror to provide quarterly selections of no more 75% for drug testing and 25% for alcohol testing on an annual basis of the total pool from a list of employees submitted by the District to the offeror. DOT regulations require a minimum of 50% for drug and 10% alcohol (see attached link) https://www.transportation.gov/odapc/random-testing-rates.

Is the expectation that the District will expect 186 drug tests and 62 alcohol random DOT tests annually (based on 248 CDL holders) to be performed by the offeror? If not, what is the estimated number of tests expected? Also, will the District report all drug and alcohol test results (pre-employment, random, post-accident) to the FMCSA Clearinghouse, or is the expectation that the offeror will conduct that service?

~~**A7**~~ **A6**

The district is currently following the DOT guidelines of 50% Drug and 10% alcohol. The vendor will certify and report test results. Currently this service is being provided by a separate vendor, but we would still like a quote on the service.

~~**Q8**~~ **Q7**

Regarding the cost proposal table on Attachment E, for encounters that include multiple services, where should the total expected visit time be provided?

~~**A8**~~ **A7**

It is likely that all physicals will include multiple services. Please simply note the average time it takes for each specific service.

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SECTION 4. INSTRUCTIONS FOR SUBMISSION OF PROPOSAL

IMPORTANT: Proposals shall be submitted in accordance with the deadline for proposal submission in Section 2. Offerors are encouraged to use the following "Proposal Submission Checklist" to ensure they have included all the items required by the solicitation.

PROPOSAL SUBMISSION CHECKLIST

Mail or hand-deliver your Proposal to the following address before the Deadline for Proposals to be submitted noted in Section 2.

Warren County Schools Board Office
303 Lovers Lane
Bowling Green, KY 42103

- If mailing, allow for ample time for your proposal to be received before the deadline.
- If hand-delivering, allow for ample time for potential long lines at the Board Office and to get through any security and check-in procedures.

Proposals received after the submission deadline WILL be disqualified.

A. SUBMIT THE FOLLOWING FOR YOUR TECHNICAL PROPOSAL IN AN ENVELOPE LABELED "TECHNICAL PROPOSAL."

- THE TECHNICAL PROPOSAL RESPONSE (see Section 5 for content)
- ATTACHMENT A (*signed*) - SOLICITATION RESPONSE COVER PAGE
- ATTACHMENT B - NON-DISCRIMINATION/MINORITY-OWNED BUSINESS FORM
- ATTACHMENT C (*notarized*) - REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS
- ATTACHMENT D (if applicable) (*notarized*) - RESIDENT VENDOR AFFIDAVIT

- CERTIFICATE OF INSURANCE REQUIREMENT (see Section 7 for details)
  - [Providing this is optional during the RFP process but is required within 5 business days of Contract award.]

B. SUBMIT THE FOLLOWING FOR YOUR COST PROPOSAL IN A SEPARATE AND SEALED ENVELOPE AND LABEL THE ENVELOPE "COST PROPOSAL."

- ATTACHMENT E - COST PROPOSAL FORM

Both Technical Proposal and Cost Proposal envelopes can be INCLUDED together in a single larger envelope for mailing or delivery purposes.

SECTION 5. PROPOSAL CONTENT

IMPORTANT: This Section outlines the contents of the Technical and Cost Proposals.

All information contained within the Technical and Cost Proposals should be verifiable based upon the documentation provided. Failure to provide all information, or any inaccuracy or misstatement may be sufficient cause for rejection of the proposal or rescission of an award. Conversely, the District reserves the right to ask for specific information from an Offeror, where an Offeror did not provide requested information.

A. TECHNICAL PROPOSAL CONTENT

For your technical proposal, provide detailed responses for prompts B.1 - C.11 below. Responses to each requirement should be provided in the order given and clearly marked. The Technical Proposal should NOT include any references to cost, price, or billable rates.

Each answer will be assessed 0, 25, or 50 points.
0 = Did not answer; does not provide enough information; or is unfavorable for the District
25 = Provides some and/or satisfactory information; may require clarification or additional details
50 = Provides all information needed and is favorable for the District

B. Qualifications of Offeror

1. Describe the firm or organization, experience in providing the requested services, size and qualifications of staff that would perform the services, and related abilities.

2. Describe its experience over the past 3 years in providing the type of services requested in this RFP to other employers.

3. List at least 3 references of other employers, which have used its medical services in the last 3 years, including contact person and telephone number.

4. Name a representative who would be the firm's contact person with the District and describe his/her qualifications relating to the services requested.

5. Specify the primary and back-up physicians who would be assigned to the District, along with their qualifications and experience. Attach applicable licenses.

6. Describe any business or personal relationships, which might exist between the Warren County Board of Education Board members and/or District administration, and management or employees of the proposing firm.

C. Testing

The District is a drug and alcohol-free workplace and the successful Offeror will assist the District in its efforts to maintain a drug and alcohol-free environment. All testing shall follow the prescribed standards, procedures, and protocols set forth by the United States Department of Health and Human Services *Substance Abuse and Mental Health Administration* (SAMHSA).

Annual testing frequency will include approximately 400 pre-employment, 10 reasonable suspicion, and 5 post-accident drug and alcohol tests. Drug testing will be conducted by urine sample, while alcohol testing will be analyzed using a breath alcohol testing/screening device.

MRO determinations concerning the use of alcohol or a controlled or illicit substance shall comply with all procedures outlined in the United States Department of Health and Human Services *Medical Review Officer Manual for Federal Agency Workplace Drug Testing Programs*.

MRO determination must meet the timelines as specified in District policy.

7. Identify the Medical Review Officer (MRO) to be used for reviewing drug and alcohol test results.

8. Identify the Medical Review Officer (MRO) to be used for the pre-employment physicals program (may be the same MRO as the drug/alcohol testing MRO.

9. Identify the Medical Review Officer (MRO) to be used for the CDL program (may be the same MRO as the drug/alcohol testing MRO.

If a drug test must have an MRO review:

10. What is the process for contacting the employee for additional information?

11. If the employee cannot be reached, what process is in place to communicate with the District so the District can assist in getting notification to the employee to meet the specified timeframes stated in District policy?

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D. COST PROPOSAL CONTENT

All costs, prices, and/or billable rates must only be included in the Cost Proposal.

See Attachment H for the Cost Proposal form.

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SECTION 6. EVALUATION AND AWARD

A. EVALUATION CRITERIA

All proposals submitted in response to this RFP will be reviewed for responsiveness by the Finance Department prior to referral to the evaluation committee(s). A technical evaluation committee will evaluate all responsive proposals in accordance with the criteria and points noted below. The evaluation and scoring of the Cost Proposal will be performed independently of the technical evaluation. The proposal with the lowest cost bid will generally receive the highest score for the evaluation of cost. Oral Presentations/Discussions (as outlined in Part B) and the BAFO process (as outlined in Part C) are optional components and may not be required. After the entire evaluation process is complete and negotiations are concluded, the Contract Award (as outlined in Part D) will follow.

Evaluation Stage	Description	Maximum Score
Technical Evaluation	Technical Proposal Responses	550
Cost Evaluation	Cost Proposal	1,860
	Total	2,410

Optional	Oral Presentations/Discussions	200
Optional	BAFO	TBD

B. ORAL PRESENTATIONS

Oral presentations and/or discussions may be requested by a shortlist of Offerors, if it is in the best interest of the District to do so. Since presentations are optional, Offerors are encouraged to submit full and complete information with their proposals. Presentations may be held in person, via conference call, or via video conference. Details will be finalized when the presentations are scheduled.

C. BEST AND FINAL OFFER (BAFO)

The District, at its discretion, may utilize a Best and Final Offer (BAFO) stage. If this phase is utilized, the District shall submit to the shortlisted Offerors requests for specific clarification and allow Offerors to revise their cost proposals. If an Offeror is invited to participate in the BAFO stage, the dates may not be flexible. If the District requests BAFOs, the District may revise cost proposal scores, based upon additional information and clarification received in this stage. In lieu of revising initial cost scoring, the District may evaluate BAFOs by use of an additional scoring phase.

D. CONTRACT AWARD

Any resulting contract(s) from this solicitation will be awarded to the Offeror(s) whose overall offer is deemed to be the most advantageous to the District as determined by the evaluation process. Please note that the reciprocal preference for resident bidders required by KRS 45A.494 may impact final contract award in certain circumstances. See Section 7 of this RFP for additional information. Following evaluations of proposals and any applicable negotiations, the District will submit a recommendation for contract award to the Warren County School Board for review at its next Board meeting. If the School Board approves the recommendation, the District will notify the Offeror(s) selected for award.

SECTION 7. TERMS AND CONDITIONS

TERM OF THE CONTRACT

The initial Contract term is expected from July 1, 2025, or upon Board approval (whichever is later) through June 30, 2026. Upon mutual agreement of the parties, the Contract may be renewed for the same and any

necessary additional services of a similar scope for up to four 1-year periods. Prices quoted herein or as negotiated by the parties are to remain firm for the initial contract term. Costs for renewal periods will be mutually negotiated by the parties.

INVOICING AND PAYMENT

Payments for goods/services will be made upon satisfactory completion. Invoices shall be sent or delivered to:

Warren County Public Schools
Attn: Finance Department
303 Lovers Lane
Bowling Green, KY 42103

Invoices will be reviewed and submitted to the District Board for payment approval, and typically paid within 30 days of receipt. Depending on the next scheduled Board meeting and the agenda deadline, it may take up to 60 days to remit payment. The District pays invoices by check. If requested, the District may pay by credit card, however, the Contractor is responsible for any fees for credit card payments.

CERTIFICATE OF INSURANCE REQUIREMENT

This is optional during the RFP process but is required within 5 business days of Contract award and execution.
The successful Offeror shall furnish a certificate of insurance in accordance with the requirements set forth below, as applicable, or at minimum, in accordance with local and state laws for the performance of the awarded Contract.

The successful Offeror agrees that required insurance shall not be canceled or permitted to lapse during the term of any awarded Contract without prior written notification to Warren County Public Schools. The Certificate of Insurance shall name the Board of Education of Warren County (Attn: Insurance/Real Estate Department, 303 Lovers Lane, Bowling Green, KY 42103) as additional insured.

OFFEROR'S LIABILITY INSURANCE

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

Worker's Compensation:

State	Statutory
Applicable Federal (e.g. Longshoreman's)	Statutory
Employer's Liability	$100,000.00

Comprehensive or Commercial General Liability (including Premises-Operations; Independent Offeror's Protection; Product Liability and Completed Operations; Broad Form Property Damage):

General Aggregate (Except Products-Completed Operations)	$2,000,000.00
Products-Completed Operations Aggregate	$1,000,000.00
Personal/Advertising Injury (Per Person/Organization)	$1,000,000.00
Each Occurrence (Bodily Injury and Property Damage)	$1,000,000.00
Limit per Person Medical Expense	$5,000.00

Exclusions of Property in Offeror's Care, Custody or Control will be eliminated.
Property Damage Liability Insurance will provide coverage for explosion, collapse and underground damage.

Contractual Liability:

General Aggregate	$2,000,000.00
Each Occurrence (Bodily Injury and Property Damage)	$1,000,000.00

Automobile Liability (Commercial Vehicles):

Bodily Injury (combined single limit)	$2,000,000.00
Property Damage (combined single limit)	$1,000,000.00
Commercial Buses	$10,000,000.00

Professional Liability (for architectural or construction management services):

Per Occurrence	$1,000,000.00
Annual Aggregate	$2,000,000.00

Cyber Insurance (if Contractual requirement exists): $5,000,000.00

PROPOSAL UTILIZATION OF MINORITY VENDORS

The utilization of minority and subcontractors are encouraged, wherever possible, on public Contracts. The Contractor should make full efforts to locate minority business persons. For assistance in identifying minority vendors and subcontractors, contact the Commonwealth of Kentucky Finance Cabinet, Minority and Women Business Enterprise Certification Program.

PROPOSAL PREPARATION COSTS

The District shall not pay any costs associated with the preparation, submittal, clarification, or presentation of any proposal.

PROPOSAL WITHDRAWAL

All proposals shall be valid for a period of ninety (90) days from the opening date to allow for tabulation, study, negotiation, and consideration by the Warren Board or its designee. An Offeror may withdraw a proposal, without prejudice, prior to the official Submission Deadline, by providing official written notice of such to the District Finance Department.

PROPOSAL NEGOTIATIONS

The District Finance Department may conduct post negotiations of technical aspects of the proposals, items, and/or prices after reviewing all proposals submitted. If negotiations are necessary, the District Finance Department will facilitate negotiations with the highest-scoring vendor, and then the next highest-scoring vendor as necessary until a Contract is awarded. The District reserves the right to seek Best and Final Offers from vendors if appropriate.

CANCELLATION/REJECTION OF PROPOSALS

A solicitation may be canceled, or all proposals may be rejected, at any time, if it is determined in writing that such action is in the best interest of the District. 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 solicitation.
b. Submitting a proposal which does not conform to the specifications contained or referenced in the solicitation.
c. Submitting a proposal imposing conditions which would modify the terms and conditions of the solicitation or limit the Offeror's liability to the Board on the contract awarded on the basis of such solicitation.
d. Submitting a proposal determined by the District Finance Department in writing to be unreasonable as to price.
e. Proposals received from Offerors determined not to be responsive or responsible Offerors as defined by KRS 45A.345.

f. Proposals received from offerors determined not to be qualified based on current or on past performance on District projects.

INDEPENDENT PRICE DETERMINATION
A proposal shall be disqualified and rejected by the District if the price in the proposal was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other Offeror, a District employee, or any Competitor.

RIGHT TO WAIVE MINOR TECHNICALITIES, IRREGULARITIES, OR OTHER INFORMALITIES
The District retains the right to waive minor technicalities and irregularities, or other informalities in the solicitation process, if it is in the best interest of the District to do so.

DISCOUNTS, REBATES, ALLOWANCES, AND INCENTIVES
Contractor shall disclose all discounts, rebates, allowances, and incentives received from its suppliers, and return to the Warren County Public School District, within a mutually agreed upon timeframe, the full amount of any discounts, rebates, or applicable credits received based on any purchases made on behalf of the District.

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, the District 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 solicitation) affirming that it meets the criteria as set forth in the above referenced statute.

OPEN RECORDS AND OPEN MEETINGS EXCEPTIONS
a. Pursuant to KRS 61.810(1)(n), any meetings of any selection committee, evaluation committee, or other similar group established under KRS Chapter 45A to select a successful supplier for award of a contract are exempt from the open meetings requirements.
b. Pursuant to KRS 61.878(1)(c), any records disclosed by a bidders or offeror which are generally recognized as confidentiality or proprietary (i.e., records which if openly disclosed would permit an unfair commercial advantage to competitors), are exempt from public disclosure, except on order of a court.
c. Pursuant to KRS 61.878(1)(o), except for the specific information which is disclosed at a public bid opening (typically names of bidders and price bid), any other records relating to a procurement process are confidential, until a contract is awarded, or the procurement process is canceled and there is a determination that the contract will not be resolicited.

CONFIDENTIAL DATA
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.

If the District Finance Director does not agree with the confidentiality of such data, or any portion thereof, he/she shall inform the Offeror in writing what portions of the proposal will be disclosed. The Offeror may protest this determination to the Superintendent, who serves as the Chief Procurement Officer and arbitrator of any disputes arising from the procurement process.

MAINTENANCE OF RECORDS
Contractor must maintain records for a minimum of five (5) years after the final payment on the Contract.

TAXES

a. *Kentucky Sales and/or Use Tax*
   Proposers are informed that service contracts of the Board of Education of Warren County, Kentucky are exempt from the provisions of the Kentucky Sales and/or Use Tax. Offeror will be furnished property tax exemption certificates upon request. 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.
b. *Federal Excise Tax*
   The Board of Education of Warren County, Kentucky is entitled to exemption from Federal Excise Tax. All proposers or contractors shall take this into consideration in their bid.
c. *Deductions for Taxes, Worker's Compensation, etc.*
   The contractor will be required to accept liability for payment of all payroll taxes or deductions required by local, state, and federal law. Worker's Compensation Insurance shall be carried to the full amount as required by Kentucky Statutes.

KOSHA STANDARDS (IF APPLICABLE)
If applicable, all materials and services must meet or exceed Kentucky Occupational Safety and Health Standards (KOSHA).

INDEPENDENT CONTRACTOR
Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the District. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the District and the District shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Unemployment insurance benefits will be available to Contractor and its employees and agents only if such coverage is made available by Contractor or a third party. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this contract. Contractor shall not have authorization, express or implied, to bind the District to any agreement, liability or understanding, except as expressly set forth herein. Contractor shall:

a. provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law;
b. provide proof thereof when requested by the District; and
c. be solely responsible for its acts and those of its employees and agents.

ASSIGNMENT AND SUBCONTRACTING

a. Contractor may not subcontract, transfer, or assign any portion of the contract without prior, written approval from the District. The District must approve each subcontractor in writing. The substitution of one subcontractor for another may be made only at the discretion of the District and with prior, written approval from the District.
b. Notwithstanding the use of approved subcontractors, the Offeror, if awarded a contract under this RFP, shall be the prime contractor and shall be responsible for all work performed.
c. Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverage or Contractor may insure subcontractors under its own policy.

EXCUSE FOR NON-PERFORMANCE
The successful offeror 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.

TERMINATION FOR DEFAULT
Contracts may be terminated for default at any time by the District with thirty (30) calendar days notice or upon the discretion of the school district, in a shorter period, if the terms of the contract are violated. The District may choose to give a Contractor the opportunity to cure the identified deficiencies within a specific time, prior to termination, if it is in the best interest of the District.

In case of default by a contractor, the District may procure a substitute contractor which shall operate under the remainder of the existing contract breached by the contractor and the original contractor shall be liable for any and all excess costs incurred in the procurement of the substitute contractor.

TERMINATION FOR CONVENIENCE
Contracts may be terminated for convenience at any time by the District with thirty (30) calendar days written notice to the Contractor, unless the Chief Procurement Officer for the District makes a written determination that a shorter notice of termination for convenience is in the best interest of the District. If a contract is terminated for convenience, the Contractor may request reimbursement for contractual costs incurred before the date of termination.

TERMINATION BASED UPON UNAVAILABILITY OF FUNDS
Financial obligations of the District payable after the current fiscal year are contingent upon funds for that purpose being appropriated, or otherwise available. The District may terminate a contract if funds are not appropriated, or otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the contract. The District shall provide the Contractor with thirty (30) calendar days written notice of termination of the contract for this reason.

FINAL DISPOSITION OF DISTRICT DATA
The Offeror agrees, upon termination, cancellation, expiration, or other conclusion of this Contract that District data will be made available to the District in the format requested by the Board. The Offeror also agrees, that upon termination, cancellation, expiration, or other conclusion of this Contract, and after making District data available to the District in the format requested by the Board, the Offeror shall erase, destroy, and render unreadable and infeasible for recovery or re-use, all District data, regardless of its format, mode of storage or location, including such data that may have been provided to the Offeror's employees, agents, or other affiliated persons or entities, and certify in writing that these actions have been completed, within thirty (30) days of the termination, cancellation, expiration, or other conclusion of this Contract.

INDEMNITY
Contractor shall (a) hold harmless, indemnify, and defend the District and its Board members, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation, including Contractor and any personnel assigned to this project by Contractor, in connection with the performance of this Contract, and (b) hold harmless, indemnify, and defend the District and its Board members, agents, and employees from any and all claims or losses incurred by any supplier,

contractor, or subcontractor furnishing work, services, or materials to Contractor in connection with the performance of this Contract. This provision shall survive the termination of this Contract.

CHOICE OF LAW AND FORUM

The state courts of Kentucky shall be the sole forum for all disputes arising of any awarded Contract. The validity, construction, enforcement, and effect of this Contract shall be governed solely by the laws of the Commonwealth of Kentucky.

FEDERAL, STATE, AND LOCAL LAWS

The successful Offeror must operate in conformity with all applicable, federal, state, and local laws, ordinances, orders, rules, and regulations pertaining to work. It is the responsibility of the Contractor to ensure that all permits and/or licensees required for operation are valid and current. Failure to comply with this provision may be cause to cancel any contract awarded, and award may be made to the next lowest, responsive, responsible Offeror.

DATA SECURITY AND BREACH PROTOCOLS (IF APPLICABLE)

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

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

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

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

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

confidentiality, or integrity of personal information and result in the likelihood of harm to one (1) or more individuals."

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

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

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

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

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

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

If the Contractor 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 Contractor'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 Contractor shall meet the requirements of the Act by providing to Warren County Public Schools a copy of any and all reports and investigations relating to such security breach investigations or notifications that are required to be made by federal law or regulations. This paragraph shall not apply if the security breach includes the unauthorized disclosure of data elements that are not covered by federal law or regulation but are listed in KRS 61.931(6)(a) to (f).

In accordance with KRS 61.931 and KRS 61.932, the Contractor 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 therein and

that are reasonably designed to protect the Personal Information from unauthorized access, use, modification, disclosure, manipulation, or destruction.

STUDENT DATA SECURITY (IF APPLICABLE)

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

- The Contractor shall not process student data for any purpose other than providing, improving, developing, or maintaining the integrity of its cloud computing services, unless the Contractor receives express permission from the student's parent. The Contractor 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 Contractor may assist Warren County Public Schools to conduct educational research as permitted by the Family Education Rights and Privacy Act of 1974, as amended, 20 U.S.C. sec.1232g.
- Pursuant to KRS 365.734, the Contractor 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 Contractor shall not sell, disclose, or otherwise process student data for any commercial purpose.
- Pursuant to KRS 365.734, the Contractor shall certify in writing to the Warren County Public Schools that it will comply with KRS 365.734(2).

PROHIBITION AGAINST CONFLICTS OF INTEREST, GRATUITIES, AND KICKBACKS

KRS 45A.455 Conflict of interest - Gratuities and kickbacks - Use of confidential information

(1) It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract, or subcontract, and any solicitation or proposal therefor, in which to his knowledge:

(a) He, or any member of his immediate family has a financial interest therein; or

(b) A business or organization in which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner, or employee, is a party; or

(c) Any other person, business, or organization with whom he or any member of his immediate family is negotiating or has an arrangement concerning prospective employment is a party. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity.

(2) It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment, in connection with any decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling or other determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract and any solicitation or proposal therefor.

(3) It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.
(4) The prohibition against conflicts of interest and gratuities and kickbacks shall be conspicuously set forth in every local public agency written contract and solicitation therefor.
(5) It shall be a breach of ethical standards for any public employee or former employee knowingly to use confidential information for his actual or anticipated personal gain, or the actual or anticipated personal gain of any other person.

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SECTION 8. FEDERAL TERMS AND CONDITIONS (AS APPLICABLE)

These terms and conditions shall apply to any Contracts supported by federal funds, in whole or in part. If any of these terms and conditions are superseded or updated by applicable federal regulations or requirements, the updated federal terms shall take precedence and govern to the extent of any inconsistency.

ACCESS TO RECORDS

1. The Contractor agrees to provide the contracting entity, the grantor federal agency, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Contractor agrees to provide the foregoing parties or any of their authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

AFFIRMATIVE SOCIOECONOMICS STEPS

If subcontracts are to be let, the prime Contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

BUY USA - DOMESTIC PREFERENCE FOR PROCUREMENTS

1. Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
2. For purposes of this section:
    (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
    (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)

1. Contractors that apply for a bid or award exceeding $100,000 must file the required certification that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency. Cities should include the Byrd Anti-Lobbying contract clause is as follows:
2. Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient.

3. The language used for the Byrd Anti-Lobbying Certification can be found here, and the prepared Certification Regarding Lobbying form can be found here.

CLEAN AIR ACT AND WATER POLLUTIONS CONTROL ACT PROVISIONS

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the federal Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The Contractor agrees to report each violation to the contracting entity and understands and agrees that the contracting entity will, in turn, report each violation as required to assure notification to the grantor federal agency and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance.
4. The Contractor 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.
5. The Contractor agrees to report each violation to the contracting entity and understands and agrees that the contracting entity will, in turn, report each violation as required to assure notification to the grantor federal agency and the appropriate Environmental Protection Agency Regional Office.
6. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (FOR ANY CONTRACTS IN EXCESS OF $100,000 WHEN LABORERS OR MECHANICS ARE USED)

1. Overtime requirements: No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.
2. Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1 of this section, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
3. Withholding for unpaid wages and liquidated damages. The contracting entity shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
4. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph 1 through 4 of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime Contractor shall be responsible for compliance by any

subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

COPELAND "ANTI-KICKBACK" ACT PROVISION

1. Contractor. The Contractor shall comply with 18 U.S.C. § 874,40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.
2. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
3. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 C.F.R. § 5.12.

COPYRIGHT AND DATA RIGHTS

1. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works.
2. The Contractor grants to the contracting entity, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data.
3. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the contracting entity or acquire on its behalf a license of the same scope as for data first produced in the performance of this contract.
4. Upon or before the completion of this contract, the Contractor will deliver to the contracting entity data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the contracting entity.

EQUAL EMPLOYMENT OPPORTUNITY (EEO) PROVISIONS FOR FEDERALLY ASSISTED CONSTRUCTION CONTRACTS

A federally assisted construction contract is: "Any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the government or borrowed on the credit of the government pursuant to any federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work."

During the performance of a federally assisted contract, the Contractor agrees as follows:
The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

1. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of payor other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post inconspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
4. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event a Contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

LABOR AND WAGE PROVISIONS REQUIRED BY 29 CFR 5.5 (FOR PRIME CONSTRUCTION CONTRACTS EXCEEDING $2,000)

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of

receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The grantor federal agency or other legally authorized entity shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the grantor federal agency, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime Contractor to require a subcontractor to provide addresses and social security numbers to the prime Contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the grantor federal agency or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the

required records or to make them available, the Federal agency may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees -

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on

the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the grantor federal agency may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

FEDERAL COMPLIANCE

The Contractor acknowledges that federal funds will be used to fund all or a portion of the contract. The Contractor will comply with all applicable federal law, regulations, executive orders, policies, procedures, and directives. This specifically includes, but is not limited to, all 2 CFR 200 requirements.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (HUAWEI AND ZTE)

Contractor is prohibited from obligating or expending federal loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
   (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
   (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
   (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

PROCUREMENT OF RECOVERABLE MATERIALS

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
   a. Competitively within a timeframe providing for compliance with the contract performance schedule;
   b. Meeting contract performance requirements; or
   c. At a reasonable price.
(2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program
(3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS PROGRAM FRAUD

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

PUBLICATIONS CLAUSE (FOR AMERICAN RESCUE PLAN ACT "ARPA" FUNDS)

Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any applicable implementing regulations.

SYSTEM FOR AWARDS MANAGEMENT (SAM) COMPLIANCE

Contract awards must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), https://sam.gov/content/home.

SUSPENSION OR DEBARMENT

(1) This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
(2) The Contractor must comply with 2 C.F.R. Part 180, subpart C and 2C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
(3) This certification is a material representation of fact relied upon by the contracting entity. If it is later determined that the Contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to the contracting entity, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.
(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C 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.

UNITED STATES DEPARTMENT OF AGRICULTURE (USDA), CHILD NUTRITION PROGRAM PROCUREMENT REGULATIONS

Government-wide procurement regulations are published in 2 CFR 200.318-366.

Procurement Standards

- § 200.317 Procurements by states
- § 200.318 General procurement standards
- § 200.319 Competition
- § 200.320 Methods of procurement to be followed
- § 200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms
- § 200.322 Procurement of recovered materials
- § 200.323 Contract cost and price
- § 200.324 Federal awarding agency or pass-through entity review
- § 200.325 Bonding requirements
- § 200.326 Contract provisions

Refer also to updated policy memos on the small purchase and micro-purchase thresholds.

National School Lunch Program (NSLP)

The National School Lunch Program is a federally assisted meal program operating in public and nonprofit private schools and residential child care institutions.

Summer Food Service Program (SFSP)

The SFSP provides nutritionally balanced, low-cost or free lunches to children each school day. The program was established under the National School Lunch Act, signed by President Harry Truman in 1946.

- The federal procurement requirements for the NSLP are published in 7 CFR 210.21
- The Buy American Provision requirements are specified in 7 CFR 210.21(d) for the NSLP Fact Sheet

School Breakfast Program (SBP)

The School Breakfast Program provides cash assistance to states to operate nonprofit breakfast programs in schools and residential childcare institutions. The program is administered at the federal level by FNS. State

education agencies administer the SBP at the state level, and local school food authorities operate the program schools.

The federal procurement requirements for the SBP are published in 7 CFR 220.16

Summer Food Service Program (SFSP)
During the school year, many children receive free and reduced-price breakfast and lunch through the School Breakfast Program and National School Lunch Program. What happens when school lets out? Hunger is one of the most severe roadblocks to the learning process. Lack of nutrition during the summer months may set up a cycle for poor performance once school begins again. Hunger also may make children more prone to illness and other health issues. The Summer Food Service Program is designed to fill that nutrition gap and make sure children can get the nutritious meals they need.

The federal procurement requirements for the SFSP are published in 7 CFR 225.17

See also memorandum CACFP/SFSP 09-2008 below for updated policy on the small purchase threshold.

Child and Adult Care Food Program (CACFP)
CACFP plays a vital role in improving the quality of day care for children and elderly adults by making care more affordable for many low-income families. through CACFP, nearly 3 million children and 90,000 adults receive nutritious meals and snacks each day as part of the day care they receive.

The federal procurement requirements for the CACFP are published in 7 CFR 226.22

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ATTACHMENT A

SOLICITATION RESPONSE COVER PAGE

The signature on this page certifies that all information provided by the Offeror in response to this RFP is accurate, and goods and services will be provided as promised and according to the terms of this RFP and all applicable laws and regulations.

RFP # 2026-01 R1
Employee Medical Services

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

Date RFP Issued: 5/27/2025 Date/Time RFP closes: 6/17/2025 at 10:00 am (CT)

OFFEROR TO COMPLETE THE FOLLOWING:

Ownership type:

_____ Sole Proprietorship Social Security Number _____
(or)

_____ Partnership FEIN # _____
(or)

_____ Corporation FEIN # _____

Offeror Name: _____

Offeror Representative: _____

Representative Telephone: _____

Representative Email: _____

Offeror Physical Address: _____

_____

_____

The execution of this Proposal must be signed by a representative of the Offeror duly authorized to bind the Offeror to its proposal.

_____ _____

Signature *[REQUIRED]* **Date**

ATTACHMENT B

NON-DISCRIMINATION / MINORITY-OWNED BUSINESS FORM

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

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

Please answer the following:

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

Check one YES_____ NO_____

Is your company a minority-owned business?

Check one YES_____ NO_____

Offeror Name:_____

ATTACHMENT C

REQUIRED AFFIDAVIT FOR BIDDERS OR OFFERORS
(KRS 45A.395)

Instructions: Pursuant to KRS 45A.395, any bidder or offeror selected for a contract award ("the supplier") is required to submit a Required Affidavit for Bidders or Offerors to be awarded a contract. An authorized representative of the contracting party must complete the sworn statement below, have it notarized, and return the completed affidavit to the Warren County School District ("the District").

Sworn Statement Required by KRS 45A.395

As a duly authorized representative for the supplier, I swear and affirm under penalty of perjury, that the supplier has not knowingly violated campaign finance laws of the Commonwealth of Kentucky and that the award of a contract will not violate any provision of the campaign finance laws of the Commonwealth of Kentucky. For purposes of this attestation, "Knowingly" means that the bidder or offeror is aware or should have been aware of the existence of a violation.

I also affirm that if the supplier becomes aware of any violation of the campaign finance laws during the life of any contract with the District, the supplier shall immediately notify the District. The bidder or offeror understands that the District retains the right to request an updated affidavit at any time.

_____ _____

Signature Printed Name

_____ _____

Title Date

Bidder or Offeror Name: _____

Address: _____

_____

_____

Subscribed and sworn to before me this _____ day of _____, _____.

State of: _____ Notary: _____

County of: _____ My Commission Expires: _____

ATTACHMENT D

REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS, AND CONTRACTORS CLAIMING RESIDENT BIDDER STATUS (KRS 45A.494)

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

FOR BIDS AND CONTRACTS IN GENERAL:

As a duly authorized representative for the Bidder or Offeror ("the supplier"), I swear and affirm under penalty of perjury that, in accordance with KRS 45A.494(2), the supplier 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 341.490; and
   c. Maintained a Kentucky workers' compensation policy in effect.

Warren County Public Schools reserves the right to request documentation supporting a supplier's claim of resident bidder status. Failure to provide such documentation upon request shall result in disqualification of the supplier or Contract termination.

_____ _____

Signature Printed Name

_____ _____

Title Date

Bidder or Offeror Name: _____

Address: _____

_____

_____

Subscribed and sworn to before me this _____ day of _____, _____.

State of: _____ Notary: _____

County of: _____ My Commission Expires: _____

ATTACHMENT E

COST PROPOSAL FORM

WARREN COUNTY PUBLIC SCHOOLS
RFP 2026-01 R1
EMPLOYEE MEDICAL SERVICES

Offeror should complete the areas for all services it desires to provide. Offerors are not required to complete all areas but should understand this may affect the overall score.

Offeror may copy and paste this onto a separate document – adding additional pages as needed – and respond accordingly.

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

Over the last 2 years, the District has hired an average of 400 people per year who require a pre-employment physical and drug screen. Depending on the position, some physicals may also include lumbar/spine x-ray (only if indicated by exam) and TB skin tests (only if indicated by TB assessment).

Considering the information in this RFP, state your facility's average test times and <u>per-individual</u> fees below.
Each cell in the table below is worth up to 10 points.

COST PROPOSAL

Pre-employment physicals	**Average amount of Time to Perform this Service (in minutes)**	**Normal Business Hours Fee**	**After Business Hours Fee**	**Weekend Fee**
Certified Employees (Teachers)				
Physician examination				
Re-Examination *within* 6 months (if required)				
Re-Examination *greater than* 6 months (if required)				
Drug screen (11-Panel)				
TB Assessment				
TB Test (only if indicated by assessment)				
Chest x-ray (only if indicated by TB test & assessment)				
Maintenance, Custodial, and Cafeteria Employees				
Physician examination				

	Re-Examination *within* 6 months (if required)				
	Re-Examination *greater than* 6 months (if required)				
	Drug Screen (11-Panel)				
	TB Assessment				
	TB Test (only if indicated by assessment)				
	Chest x-ray (only if indicated by TB test & assessment)				
	Lumbar/spine x-ray (only if indicated by exam)				
	Functional Capacity Test				
Other Employees					
	Physician examination				
	Re-Examination *within* 6 months (if required)				
	Re-Examination *greater than* 6 months (if required)				
	Drug Screen (11-Panel)				
	TB Assessment				
	TB Test (only if indicted by assessment)				
	Chest x-ray (only if indicated by TB test & assessment)				

Annual testing frequency will include approximately 400 pre-employment, 10 reasonable suspicions, and 5 post-accident drug and alcohol tests. Drug testing will be conducted by urine sample, while alcohol testing will be analyzed using a breath alcohol testing/screening device.

Drug and Alcohol Free Workplace Program Tests		**Average amount of Time to Perform this Service (in minutes)**	**Normal Business Hours Fee**	**After Business Hours Fee**	**Weekend Fee**
	Pre-employment drug test by urine sample				
	Reasonable suspicion drug test by urine sample				
	Post-accident drug test by urine sample				
	Pre-employment alcohol test by breath alcohol testing/screening device				

	Reasonable suspicion alcohol test by breath alcohol testing/screening device				
	Post-accident alcohol test by breath alcohol testing/screening device				

Due to other pre-employment physical requirements, pre-employment DOT drug and alcohol testing will likely take place the same day as the scheduled physical. The District may, however, have a need to send employees for DOT drug and/or alcohol testing at any time or on any day during the calendar year. With this open timeframe in mind, please provide fees for the following.

Commercial Drivers	**Average amount of Time to Perform this Service (in minutes)**	**Normal Business Hours Fee**	**After Business Hours Fee**	**Weekend Fee**
DOT 5-panel drug test by urine sample				
Medical examination as prescribed in 702 KAR 5:080, 702 KAR 1:160, and the Federal Motor Carrier Safety Administration (FMCSA) Part 391.41 and 391.43				
Follow-up review or re-evaluation, if additional information is required, or if the employee is referred to their personal physician due to something found during the physical (i.e. blood pressure issues, specialist review required)				
DOT Physical Examination				
DOT Required Drug Screen				
Lumbar/spine x-ray (only if indicated by exam)				
TB Assessment				
TB Test (only if indicated by assessment)				
Chest x-ray (only if indicated by TB test & assessment)				
Functional Capacity Test				

[Remainder of page intentionally left blank. *Continue to next page*.]

COST PROPOSAL (cont.)

What is the average wait time for an employee to be seen for a test?_____
[up to 200 points]

Will your facility need prior notification of an employee being sent for testing during normal business hours?

NO_____ [20 points] YES_____

If yes, what is your minimum required notification time? [4 points will be deducted for every hour]

_____

Will your facility need prior notification of an employee being sent for testing after normal business hours or on weekends?

NO_____ [20 points] YES_____

If yes, what is your minimum required notification time? [4 points will be deducted for every hour]

_____

Indicate the turnaround time for reporting a negative drug test result when the drug test sample is obtained

on a weekday (excluding Friday)_____ [up to 20 points]

on a Friday_____ [up to 20 points]

on a Saturday or Sunday_____ [up to 20 points]

Vendors may note any additional offered services and their respective fees. These will not be scored.

[Remainder of page intentionally left blank. *Continue to next page*.]

COST PROPOSAL (cont.)

The following is not scored but may be considered in the evaluation/award process.

- **Schedule of fees and other charges:**
  - **Records Handling**
    - Price per page: $ _____
  - **Other charges (copying, postage, courier)**
    - Price per page: $ _____
  - **Functional Capacity Testing (Pre-employment) (without Isokinetics Testing)**
    - Price per page: $ _____
  - **Functional Capacity Testing (Pre-employment) (with Isokinetics Testing for Med-Heavy to Heavy job functions)**
    - Price per page: $ _____
  - **Functional Capacity Testing (Return to Duty) (Indicate cost with and without Isokinetics Testing)**
    - Price per page: $ _____
- **[Optional] Include any additional services offered and their respective fees.**

END OF COST PROPOSAL

This Cost Proposal Form shall be used for evaluation purposes. The District reserves the right to negotiate final pricing with the Offeror selected for contract award.

APPENDIX A

PROPOSAL SUBMISSION CHECKLIST

Mail or hand-deliver your Proposal to the following address before the Deadline for Proposals to be submitted noted in Section 2.

Warren County Schools Board Office
303 Lovers Lane
Bowling Green, KY 42103

- If mailing, allow for ample time for your proposal to be received before the deadline.
- If hand-delivering, allow for ample time for potential long lines at the Board Office and to get through any security and check-in procedures.

Proposals received after the submission deadline WILL be disqualified.

C. SUBMIT THE FOLLOWING FOR YOUR TECHNICAL PROPOSAL IN AN ENVELOPE LABELED "TECHNICAL PROPOSAL."

- THE TECHNICAL PROPOSAL RESPONSE (see Section 5 for content)
- ATTACHMENT A (*signed*) - SOLICITATION RESPONSE COVER PAGE
- ATTACHMENT B - NON-DISCRIMINATION/MINORITY-OWNED BUSINESS FORM
- ATTACHMENT C (*notarized*) - REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS
- ATTACHMENT D (if applicable) (*notarized*) - RESIDENT VENDOR AFFIDAVIT

- CERTIFICATE OF INSURANCE REQUIREMENT (see Section 7 for details)
  - [Providing this is optional during the RFP process but is required within 5 business days of Contract award.]

D. SUBMIT THE FOLLOWING FOR YOUR COST PROPOSAL IN A SEPARATE AND SEALED ENVELOPE AND LABEL THE ENVELOPE "COST PROPOSAL."

- ATTACHMENT E - COST PROPOSAL FORM

Both Technical Proposal and Cost Proposal envelopes can be INCLUDED together in a single larger envelope for mailing or delivery purposes.