



**REQUEST FOR PROPOSALS (RFP)
FOR
PEST CONTROL SERVICES**

RFP #26-02:

Issued By:

Elizabethtown Independent School District
Elizabethtown, Kentucky

District Contact:

Adam N. Hinton
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270-765-6146

TABLE OF CONTENTS

SECTION 1. INTRODUCTION	3
SECTION 2. SCHEDULE OF EVENTS AND COMMUNICATIONS	4
SECTION 3. SCOPE OF WORK	6
SECTION 4. SUBMISSION OF PROPOSALS	7
SECTION 5. PROPOSAL CONTENT	8
SECTION 6. EVALUATION AND AWARD	10
SECTION 7. GENERAL TERMS AND CONDITIONS	11
ATTACHMENTS	29

SECTION 1. INTRODUCTION

A. STATEMENT OF PURPOSE

The Elizabethtown Independent School District ("EISD" or "the District") is issuing this Request for Proposals (RFP) to solicit sealed proposals from qualified, licensed, and insured pest control service providers to furnish comprehensive pest control services for District facilities in accordance with the specifications set forth herein.

B. LEGAL REQUIREMENTS

Offerors are advised that any contract resulting from this RFP must comply with all applicable provisions of [KRS Chapter 45A \(Kentucky Model Procurement Code\)](#) and other statutes and policies noted in this RFP. The District Procurement Policies and Procedures are fully incorporated by reference into this RFP. A copy of these policies and procedures may be obtained from the District Office upon request at a cost not to exceed the cost of reproduction.

C. SYNONYMOUS TERMS AND DEFINITIONS

1. SYNONYMOUS TERMS

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

- a. Elizabethtown Independent School District, School District, and District.
- b. Elizabethtown Independent Board of Education, School Board, and Board.
- c. Offeror, Supplier, Vendor, Company, Firm.
- d. Agreement and Contract.
- e. Successful Offeror and Contractor.
- f. Project, Services, Scope, and Work.

[END OF INTRODUCTION SECTION]

SECTION 2. SCHEDULE OF EVENTS AND COMMUNICATIONS

A. SCHEDULE OF EVENTS

Schedule of Events	Date	Time
Release of RFP	April 22, 2026	
Deadline for vendor questions	May 15, 2026	3:00 PM EST
Responses posted (if applicable)	May 20, 2026	
Deadline for Proposals to be submitted	May 29, 2026	3:00 PM EST
Anticipated Date of Contract Award	June 15, 2026	Board Meeting
Anticipated Contract Start Date	July 1, 2026	

The district reserves the right to adjusted these dates during the solicitation process, if it is in the best interest of the district to do so.

B. COMMUNICATIONS

Any questions about the RFP must be submitted by the deadline for written questions specified in the Schedule of Events. Questions will be submitted by email to the Procurement Officer identified below:

Adam N. Hinton
adam.hinton@etown.kyschools.us
270-765-6146

The above-mentioned individual(s) 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.

C. 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 his proposal that it has received all amendments issued. Offerors are responsible for submitting proposals using the latest version and amendments to the solicitation.

[END OF SCHEDULE OF EVENTS AND COMMUNICATION SECTION]

SECTION 3. SCOPE OF WORK

A. GENERAL REQUIREMENTS

Pest control services shall be provided **MONTHLY** in areas that routinely have pest problems and on an as needed basis for any immediate concern. Localities necessitating pest control service every month include offices, kitchens, cafeterias, custodial rooms, mechanical rooms, restrooms, and concession stands.

Classrooms are to be serviced on an as needed basis, upon request by the Elizabethtown Independent School District's Director of Maintenance.

Service requests outside of routine monthly service must be addressed within 48 hours or less.

Emergency or special treatments will be billed separately and written quote from Contractor is required and should be approved by the District prior to work being performed.

B. FACILITIES COVERED

Services shall be provided at the following locations:

- Six (6) schools across five (5) campuses
- Four (4) cafeterias
- One (1) sports center and all concession areas
- One (1) bus garage
- One (1) central office

C. NOTICE

The Pest Control Service contract may be terminated at any time due to non-performance, poor workmanship, non-compliance with specifications, unauthorized use of herbicide, failure to maintain insurance, failure to abide by O.S.H.A. regulations for employee safety or for general misconduct as determined by the Superintendent of Elizabethtown Independent Schools.

[END OF SCOPE OF WORK SECTION]

SECTION 4. SUBMISSION OF PROPOSALS

IMPORTANT: Proposals shall be submitted in a timely manner 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 submission in Section 2.

Adam N. Hinton
219 Helm St
Elizabethtown, KY 42701

- If mailing, allow for ample time for your proposal to be received before the deadline.
- If hand-delivered, allow for ample time to get through any security check-in procedures, etc.

Proposals which are received after the submission's deadline WILL be disqualified.

A. SUBMIT THE FOLLOWING FOR YOUR TECHNICAL PROPOSAL IN AN ENVELOPE LABELLED 'TECHNICAL PROPOSAL'

- ☐ THE TECHNICAL PROPOSAL (see Section 5 for required 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'

- ☐ THE COST PROPOSAL (see Section 5 for content)
 - ☐ 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.

[END OF PROPOSAL SUBMISSION SECTION]

SECTION 5. PROPOSAL CONTENT

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

In your technical proposal provide a detailed narrative description of how you will fulfill the requirements of the solicitation per items requested below. Responses to each requirement should be provided in the order requested below and clearly marked.

1. Cover Letter

- a. Provide key contact information, including phone number, fax number, and email address.
- b. Affirm that Offeror will provide all the items identified in the RFP Section 3. Scope of Work
- c. State any proposed exceptions or deviations you may have with any term, condition, or requirement listed in this solicitation, including any terms and conditions in Section 7. *The District reserves the right to summarily decline any proposed exceptions, or deviations which are not included in the Cover Letter.*
- d. Affirm that Offeror will comply with all terms and conditions listed in the RFP, unless a proposed exception or deviation is granted by the District as part of any contract negotiated.

2. Response to Specific Criteria

Please provide *a detailed narrative* on the following within your technical proposal and label each item appropriately:

a. Company Overview

- 1) Provide an introduction and general description of your firm's background, nature of business activities and experience in providing the services addressed by this RFP.
- 2) If your firm is the subsidiary of a larger corporation, describe the relationship and the extent to which your parent corporation is financially obligated to uphold the commitments made by your firm.
- 3) Has your firm ever been suspended, decertified, or barred by any governmental agency from providing services, even temporarily? If yes, explain.
- 4) Briefly describe your firm background and depth of ability to ensure services are provided:
 - i. Number of employees.
 - ii. Describe your firm and include an organizational chart.

- iii. Applicable licenses, certifications, and expiration dates.
- iv. Any partnering arrangements with local vendors.

b. Specific Experience and Past Performance

- 1) Describe how long your firm has been providing substantial similar services to those identified in this RFP.
- 2) Please provide at least three (3) previous client references for whom you have provided similar services during the past five years. References cannot be any individuals who work for the school district itself, including current Board members.
- 3) For each reference, provide the client name, address, contact person, telephone number, email address, and a description of the services provided. Please also identify the period during which services were provided and the total value of the contract.
- 4) The District reserves the right to contact any references listed, if it is in the District's best interest to do so.

c. Project Approach

- 1) Briefly articulate how your firm is the most qualified vendor to provide the work outlined in this RFP.
- 2) Describe your specific approach to successfully delivering the work required.
- 3) Provide any other relevant information which is important to explain how your firm will ensure that the work is completed successfully.

B. COST PROPOSAL CONTENT

- 1. The Cost Proposal is typically submitted in a **SEPARATE AND SEALED ENVELOPE** labelled as the Cost proposal.
- 2. Offeror shall include the following information with its Cost Proposal:

a. COMPLETED COST PROPOSAL FORM

- 1) Offeror shall complete the Cost Proposal Form attached as Attachment E.
- 2) Please remember that any proposed costs will be subject to further negotiation with the firm selected for contract award, if it is in the best interest of the District to do so.

[END OF PROPOSAL CONTENT SECTION]

SECTION 6. EVALUATION AND AWARD

A. EVALUATION PROCESS

The evaluation process used is as follows:

1. All proposals submitted in response to this RFP will be reviewed for responsiveness by the Procurement Officer prior to referral to the evaluation committee(s).
2. A technical evaluation committee will evaluate all responsive proposals in accordance with the criteria and points noted below.
3. The evaluation and scoring of the Cost Proposal will be performed independently of the technical evaluation (subject to any limitations for opening cost proposals outlined in this RFP). The proposal with the lowest cost bid will receive the highest score for the evaluation of cost.

Stage of Evaluation	Evaluation Criteria	Maximum Score
Technical Evaluation	Cover Letter	Pass/Fail
	Company Overview	Pass/Fail
	Specific Experience and Past Performance	Pass/Fail
	Project Approach	Pass/Fail
Cost Evaluation	Cost Proposal	25

B. 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 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.

[END OF EVALUATION AND AWARD SECTION]

SECTION 7. GENERAL TERMS AND CONDITIONS

TERM OF THE CONTRACT

The initial contract term is expected to be from July 1, 2026 or upon Board approval (whichever is later) through June 30, 2029. Upon mutual agreement of the parties, the Contract may be renewed year-to-year going forward. Prices quoted herein or as negotiated by the parties are to remain firm for initial contract term. Costs for renewal periods will be mutually negotiated by the parties. Successful Offeror must provide 60 days' written notice prior to any contract anniversary of any rate increases.

ELIGIBILITY AND CONFLICT OF INTEREST

No employee of Elizabethtown Independent School District who has decision-making authority, procurement authority, financial authority, or supervisory responsibility related to this contract shall be eligible to submit a proposal or be awarded a contract under this solicitation.

District employees without procurement or financial authority may submit a proposal only if:

- The services are provided outside the scope of their District employment,
- The employee fully discloses the outside business interest in writing,
- The employee executes a formal recusal from the procurement process,
- The employee has no access to non-public procurement information,
- The proposal is evaluated solely on price and responsiveness,
- Award is subject to Board approval with full disclosure.

Any failure to comply with these requirements shall result in immediate disqualification or contract termination.

CERTIFICATE OF INSURANCE REQUIREMENT (IF APPLICABLE)

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 cancelled or permitted to lapse during the term of any awarded Contract without prior written notification to the School District. The Certificate of Insurance shall name the Board of Education of Elizabethtown Independent School District as additional insured on its Certificate of Insurance.

OFFEROR'S LIABILITY INSURANCE (IF APPLICABLE)

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 vendors 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 offerors and subcontractors, contact the [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 School 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 Procurement Officer.

PROPOSAL NEGOTIATIONS

The Procurement Officer and/or Superintendent may conduct post negotiations of technical aspects of the proposals, items, and/or prices after reviewing all proposals submitted. If

negotiations are necessary, the Procurement Officer will facilitate negotiations with the highest-scoring vendor, and then the next highest-scoring vendors 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 Procurement Officer 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

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 cancelled 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 Procurement Officer does not agree with the confidentiality of such data, or any portion thereof, he shall inform the offeror in writing what portions of the proposal will be disclosed. The offeror may protest this determination to the 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 are exempt from the provisions of the Kentucky Sales and/or Use Tax. Offeror will be furnished proper 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 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) 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) days' written notice to the Contractor, unless the 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 local Courts of the County within which the District is located shall be the sole forum for all disputes arising from 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.

[END OF GENERAL TERMS AND CONDITIONS]

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 therefor 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 the federal grantor 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 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 acquires 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.

FEDERAL AGENCY SEAL, LOGO, AND FLAGS

The Contractor shall not use any federal agency's seal(s), logos, crests, or reproductions of flags or likenesses of federal agency officials without specific pre-approval from the federal grantor agency.

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 pay or 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.

DAVIS-BACON ACT: 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 asset 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.

NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the contracting non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT AND SERVICES

a) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services, as used in this clause—

b) *Prohibitions.*

1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

- i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- ii. Enter, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- iii. Enter, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- iv. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service 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.

c) *Exceptions.*

- 1) This clause does not prohibit contractors from providing—
 - i. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - ii. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- 2) By necessary implication and regulation, the prohibitions also do not apply to:
 - i. Covered telecommunications equipment or services that:
 - a. Are not used as a substantial or essential component of any system; and
 - b. Are not used as critical technology of any system.
 - ii. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

d) *Reporting requirement.*

- 1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
- 2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
 - i. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - ii. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will

be incorporated to prevent future use or submission of covered telecommunications equipment or services.

- e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.”

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.

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), www.sam.gov.

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 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 of 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.

[END OF FEDERAL TERMS AND CONDITIONS]

ATTACHMENTS

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 # 26-02
Pest Control Services

Issued by:
Elizabethtown Independent School District
Elizabethtown, Kentucky

Date RFP Issued: April 22, 2026 *Date/Time RFP closes:* May 29, 2026 at 3:00 PM EST

OFFEROR TO COMPLETE THE FOLLOWING:

Ownership type:

_____ Sole Proprietorship (or)	Social Security Number _____
_____ Partnership (or)	FEIN # _____
_____ 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 Elizabethtown Independent Board of Education supports minority businesses, women's business enterprises, and labor surplus area firms.

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

Please answer the following:

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

Check one YES_____ NO_____

Is your company a minority-owned business?

Check one YES_____ NO_____

Offeror Name:_____

ATTACHMENT C



**REQUIRED AFFIDAVIT FOR
BIDDERS OR OFFERORS
FOR CAMPAIGN FINANCE DISCLOSURES
(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 Elizabethtown Independent 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.

The Elizabethtown Independent School District 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

Company Name: _____

Address: _____

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

State of: _____ Notary: _____

County of: _____ My Commission Expires: _____

ATTACHMENT E**COST PROPOSAL FORM**

Facility	Monthly Service Charge
Elizabethtown High School 620 N Mulberry Street, Elizabethtown, KY	
EHS Sports Center (Football Stadium, Indoor Complex, and All Concession Areas)	
EHS Cafeteria	
TK Stone Middle School 323 Morningside Dr, Elizabethtown, KY 42701	
Morningside Elementary School 313 Morningside Dr, Elizabethtown, KY 42701	
Morningside Cafeteria	
Helmwood Heights Elementary School 307 Cardinal Dr, Elizabethtown, KY 42701	
Helmwood Heights Cafeteria	
Panther Academy 634 N Mulberry Street, Elizabethtown, KY	
Panther Academy Kitchen	
Valley View Education Center 701 Hawkins Dr, Elizabethtown, KY 42701	
Central Office 219 Helm Street, Elizabethtown, KY 42701	
Bus Garage Adjacent to Panther Academy	
Total Monthly Charge (All Facilities)	

Signature_____
Printed Name_____
Date

[END OF THE SOLICITATION]