



Commonwealth of Kentucky
SOLICITATION

Modification: No Version #:

TITLE: KSP Drug Testing		
Date Issued: 08/26/2026 Record Date: 08/21/2026	Solicitation Closes Date: 09/18/2026 Time: 12:00	Solicitation No: RFP 520 2700000041
Online Bidding Prohibited:	No	
For Information Call: Kristie Graham 502-782-1828	Bid Receiving Location: KSP Financial Grant Management KSP Financial Grant Management 919 Versailles Rd Frankfort KY 40601	
Vendor Customer Number:		
Vendor Name:		
Phone Number:		
Fax Number:		
Email Address:		
Ordering Address: City, State, Zip: Contact Name: Contact Email: Contact Phone Number:	Payment Address: City, State, Zip: Contact Name: Contact Email: Contact Phone Number:	
Ownership Type Sole Proprietorship Partnership Corporation Other		

SIGNATURE OF AUTHORIZED AGENT IS REQUIRED UNLESS RESPONSE IS SUBMITTED ELECTRONICALLY. FAILURE TO SIGN SHALL RENDER THE BID INVALID.

Signature X_____ FEIN#_____ Date_____

All offers subject to all terms and conditions contained in this solicitation.



Commonwealth of Kentucky
SOLICITATION

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Line Items

Commodity Group: Default

Line	CL Description	Quantity	UOM	Unit Cost	Line Total or Contract Amnt
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1	KSP Drug Testing				
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Comm Code	Comm Description	Manufacturer	Model #	Manuf Part #
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95207PS	PSC-Alcohol and Drug Testing Services			
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Extended Description
Kentucky State Police drug testing services.

Shipping Information	Billing Information
	KSP Financial Grant Management
	919 Versailles Rd
	Frankfort KY 40601



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Submission Checklist

The following items will be required to be submitted with bid:

Item

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Revised February 2026

PROPOSAL SUBMISSION CHECKLIST

The vendor **MUST** include the following with the proposal submission.
If the items highlighted below are not submitted with the proposal submission,
the Commonwealth **MUST** deem the proposal **non-responsive and**
SHALL NOT consider for award.

All other items **MUST** be submitted prior to award.

_____ **SIGNED AND COMPLETED SOLICITATION –Section(s) 8.00 and 8.10 of this RFP
(not required if submitting electronically)**

_____ ***PROPOSED SOLUTION (TECHNICAL) UNDER SEALED COVER AND BY
CLOSING DATE --Section(s) 8.00 and 8.10 of this RFP**

_____ ***PROPOSED SOLUTION (COST) UNDER SEALED COVER AND BY CLOSING
DATE -- Section(s) 8.00 and 8.10 of this RFP**

_____ TRANSMITTAL LETTER – Section 8.20 of this RFP

_____ PROOF OF REGISTRATION WITH SECRETARY OF STATE BY A FOREIGN
ENTITY -- Section 8.00 of the Personal Service Contract Terms and Conditions of this
RFP

_____ REQUIRED AFFIDAVIT(S) – Section 8.20 of this RFP

*The Commonwealth defines SEALED as “a closure that must be broken to be opened and that
thus reveals tampering” (Merriam-Webster Dictionary, [https://www.merriam-webster.com/
dictionary/seal](https://www.merriam-webster.com/dictionary/seal))

REQUEST FOR PROPOSAL
FOR
PERSONAL SERVICE CONTRACT
RFP-520-2700000041

Justice and Public Safety/Kentucky State Police

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Drug Testing

RFP-520-2700000041

This document constitutes a Request for Proposals for a Personal Service Contract from qualified individuals and organizations to furnish those services as described herein for the Commonwealth of Kentucky, Justice and Public Safety Cabinet, Kentucky State Police.

Offerors are advised that any personal service contract resulting from this RFP must comply with all applicable provisions of KRS 45A and KRS 12.210 prior to becoming effective.

A contract, based on this RFP, may or may not be awarded. Any contract award from this RFP is invalid until properly approved and executed by the Finance and Administration Cabinet and filed with the Legislative Research Commission, Government Contract Review Committee.

1.00 Purpose and Background

The Kentucky State Police (KSP) is seeking contractors to provide drug testing services for the following categories:

- 1) Random chemical testing on a mandatory basis to include drugs of abuse;
- 2) Preemployment chemical testing;
- 3) Chemical testing when reasonable suspicion exists; and
- 4) Post-accident or other post-incident chemical testing on a voluntary basis when the use of drugs or intoxicants could become an issue.

For the purposes of this RFP and any awarded contract, "chemical testing" means the production and submission of breath, blood, or urine by an employee, in accordance with agency procedures, for testing or chemical analysis to detect prohibited use of drugs or intoxicants.

This RFP describes the mandatory and desirable requirements determined to be relevant to the evaluation of an Offeror's proposal to provide laboratory drug and alcohol screens for pre-employment and current employees. Services to include random, reasonable suspicion, post-accident, and pre-employment urine drug screens.

2.00 Scope of Work

The Contractor shall provide drug testing services with ten-panel confirmation of positives using gas chromatography/mass spectrometry (G.C.M.S.) for the following drugs as outlined by the Kentucky Law Enforcement Council (KLEC) for compliance with KRS 15.380(1)(a), KRS 15.540(1)(f), and 503 KAR 1:140.

- # Marijuana metabolites 50 ng/mL
- # Cocaine metabolite (Benzoyllecgonine) 150 ng/mL
- # Codeine / Morphine 2,000 ng/mL
- # Hydrocodone / Hydromorphone 300 ng/mL
- # Oxycodone / Oxymorphone 100 ng/mL
- # 6-Acetylmorphine 10 ng/mL
- # Phencyclidine (PCP) 25 ng/mL

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- # Amphetamine / Methamphetamine 500 ng/mL
- # MDMA / MDA 500 ng/mL
- # **Anabolic Steroid panel**

Current Confirmation Levels:

THC/THCA 15 ng/mL
 Benzoylecgonine 100 ng/mL
 Codeine 2,000 ng/mL
 Morphine 2,000 ng/mL
 Hydrocodone 100 ng/mL
 Hydromorphone 100 ng/mL
 Oxycodone 100 ng/mL
 Oxymorphone 100 ng/mL
 6-Acetylmorphine 10 ng/mL
 Phencyclidine (PCP) 25 ng/mL
 Amphetamine 250 ng/mL
 Methamphetamine 250 ng/mL
 MDMA 250 ng/mL
 MDA 250 ng/mL

This list isn't exhaustive and is subject to change in agreement with the Contractor's testing capabilities.

A) LOCATIONS AND DONOR SELECTION

The Kentucky State Police (KSP) uses laboratory testing of urine and blood specimens as the basis to maintain a workplace free from the adverse effects of illegal drug use and alcohol abuse.

1. Contractor shall establish and maintain a comprehensive network of main testing sites to ensure employees and applicants seeking employment can report to a testing site within a reasonable distance of KSP Post locations, when a chemical test is required for employment or continued employment. Collection sites must be able to collect urine and blood samples to be forwarded to the contractor's lab for testing.
2. Main collection sites must be within an hour (60 minutes) of KSP Post locations with additional collection locations preferred. Collection facilities should have extended business hours Monday through Friday. Additional collection sites may be added during the term of the contract.
3. Contractor shall have the option of providing a system that will randomly draw at minimum eight (8) names from the total number of test-designated employees for KSP per year in a non-predictable pattern in monthly increments.
4. Contractor must provide the collection facilities and the KSP designated contact with the list of names selected for monthly random drug testing.
5. KSP must have the ability upon employee termination to have the contractor remove the name of terminated employee from their database or if a terminated employee is pulled in a random draw, the contractor must substitute another randomly pulled employee name.
6. The Commonwealth does not guarantee any minimum or set number of tests, analyses, reporting or other services will be used. Services will be provided by the contractor on an as needed basis

KSP Post Locations

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Post 1 8366 U.S. Highway 45 North Hickory, KY 42051	Post 9 3499 North Mayo Trail. Pikeville, Kentucky 41501
Post 2 1000 Western Kentucky Parkway Nortonville, KY 42442	Post 10 3319 South US 421. Harlan, Kentucky 40831
Post 3 3119 Nashville Road Bowling Green, KY 42101	Post 11 11 State Police Rd. London, Kentucky 40741
Post 4 954 Cameron Ponder Dr. Elizabethtown, KY 42701	Post 12 1250 Louisville Rd. Frankfort, Kentucky 40601
Post 5 160 Citation Lane Campbellsburg, KY 40011	Post 13 100 Justice Dr. Hazard, Kentucky 41701
Post 6 4265 US Highway 25 Dry Ridge, KY 41035	Post 14 5975 State Route US 60. Ashland, Kentucky 41102
Post 7 699 Eastern Bypass Richmond, KY 40475	Post 15 1118 Jamestown St. Columbia, Kentucky 42728
Post 8 1595 Flemingsburg Rd. Morehead, Kentucky 40351	Post 16 8298 Keach Dr. Henderson, Kentucky 42420

B) CHAIN OF CUSTODY

The contractor shall provide chain of custody documentation sufficient to be used in civil or criminal legal proceedings, including personnel disciplinary actions, to include the following:

1. Chain of custody documentation that shall accompany urine/blood specimen at all times, from collection to testing.
2. The documentation shall include a statement indicating that the specimen was sealed and labeled for identification purposes at its collection.
3. The documentation shall include spaces for printed names and signatures of the contractor employee(s) or contractors who collect the urine/blood specimen.
4. The documentation shall include a statement whereby the donor of the specimen certifies that the specimen container was sealed and labeled in his/her presence.
5. The statement of certification shall be followed by a space for the printed name and signature of the donor and date of the collection.
6. The documentation shall include the identity, by printed or stamped name and signature, of the individual at the laboratory who received the specimen upon delivery, including the date and time of receipt.
7. The documentation shall include a certification that the specimen arrived at the testing laboratory sealed, intact, and properly labeled to identify the donor.
8. The documentation shall include the identity of each individual handling the specimen at the collection facility and testing laboratory, with his or her printed or stamped names and signatures.
9. The documentation shall include the dates and times each individual handled the specimen and the reasons for handling.

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10. The documentation shall include multiple methods of identifying the specimen, including the donor's name, a specimen identification number, and bar code.
11. All specimens will be stored appropriately to ensure against loss, contamination, or degradation.
12. The collection facility and testing laboratory shall provide cooperation and assistance in curing defects in the chain of custody when they occur without additional cost to the KSP.

C) COLLECTION AND LABORATORY SERVICES

1. KSP will enter/provide an order for a required workplace testing donor to report to a collection facility within a 24-hour window. Contractor shall notify KSP within 24 hours of closure of testing window if testing donor fails to appear or provide a specimen.
2. KSP will enter/provide an order for a required trooper cadet applicant testing donor to report to a collection facility within a five (5) day window. Contractor shall notify KSP within 24 hours of closure of testing window if testing donor fails to appear or provide a specimen.
3. KSP will enter/provide an order for a required telecommunicator applicant testing donor to report to a collection facility within a seven (7) day window. Contractor shall notify KSP within 24 hours of closure of testing window if testing donor fails to appear or provide a specimen.
4. Contractor shall verify the identity of the donor by government-issued photo ID at the collection site.
5. Randomly selected KSP employees and applicants will report to the vendor's collection facility to provide a specimen that will be split in two. One of the specimens will be analyzed and the other retained or destroyed as determined by test results. If a testing result of concern is identified, KSP will request the second specimen be sent free of charge to the KSP Laboratory in Frankfort, KY with intact chain of custody provided.
6. Contractor shall ensure its employees responsible for taking samples are properly trained in screening test-designated applicants and employees for possible adulterants and other devices intended to nullify the test result.
7. A collected urine specimen shall have its temperature recorded within four (4) minutes and range between 90- and 100-degrees F. If the specimen is outside that time or temperature range, it will be rejected and KSP notified within 24 hours of the closure of the testing window.
8. The provider shall store all specimens appropriately to ensure against loss, contamination, or degradation. Negative specimens shall be held for no less than 30 days and can be destroyed on site after authorization from KSP.
9. Expenses for the collection, testing, storage, transfer, reporting, and destruction, services shall be borne by the contractor and included in the bid price.
10. The collection facility shall provide all necessary supplies for the collection of urine specimens for workplace testing. Blood collection supplies shall be included for instances of "reasonable suspicion" testing. These supplies include, but are not limited to: blood vacuum tubes, needles, tubing, cleansing wipes, cotton balls, adhesive bandages, forms, bottles, lids, temperature strips, gloves, shipping materials and postage, etc.
11. The provider's laboratory shall have and maintain accreditation by either College of American Pathologists or the Substance Abuse and Mental Health Services Administration (SAMHSA) National Laboratory Certification Program (NLCP), or forensically accredited under ISO/IEC 17025. The Provider shall have and maintain Clinical Laboratory Improvement Amendments (CLIA) accreditation.

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12. Contractor must provide a Medical Review Officer (MRO) who is a licensed physician responsible for receiving laboratory results generated by contractor's laboratory that has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's positive test result together with his or her medical history and any other relevant biomedical information. Contractor or contractor's certified laboratory must have a board-certified toxicologist. Both the MRO and toxicologist must keep licensure for the length of the contract.
13. Contractor must be able to transmit all results using all the following methods: email, landline, and website/online portal. All test results shall be sent to the designated contact person at KSP Human Resources.
14. Contractor shall distribute test results within three weeks (21 days) after collection of the specimen for negative Drugs of Abuse panel(s) and adulterated/substituted/invalid tests and within four weeks (28 days) for steroid panel(s) and positive Drugs of Abuse tests, excluding weekends and holidays. If applicable, notification of the availability of test results on the website for test results are to be sent to the designated KSP e-mail address or contact person(s).
15. The vendor shall maintain the confidentiality of specimens and associated information and adhere to applicable Commonwealth policies and standards related to technology use and security.
16. All testing shall be conducted by staff employed by, or under contract to, the vendor and shall comply with all applicable professional standards. The vendor shall not outsource or subcontract forensic testing or analyses to a third party without prior written authorization from KSP.
17. The Commonwealth shall have the right to require the removal of a subcontractor or any of its personnel providing or supporting services for good cause.
18. Contractor shall assume responsibility for legal challenges related to any test.
19. If requested by KSP, the contractor must provide training for designated supervisors who will be called upon to make reasonable suspicion determination. The supervisor will be trained in the facts, circumstances, physical evidence, physical signs and symptoms or patterns of performance and/or behavior that are associated with use. Supervisors must be trained in the proper procedures for confronting and referring the employee for testing.
20. If testing is required that falls outside of the pricing schedule, contractor must match pricing offered at similarly qualified laboratories.
21. Contractor will comply with all federal and state laws and regulations governing laboratory services. This is to include adherence to the Mandatory Guidelines for Federal Workplace Drug Testing Programs published by the Substance Abuse and Mental Health Services Administration (SAMHSA). Contractors will also ensure subcontractors comply. All contracted facilities must maintain required insurance coverage and licensure for the length of the contract.
22. Contractor will notify KSP of any policy changes derived from current state and federal regulations as they affect the laboratory services.
23. Contractor will provide all the mandated federal reports if needed to KSP and the forms to use for collections.
24. Any agreement shall be construed and interpreted according to the laws of the Commonwealth of Kentucky. This RFP and contractor's proposal shall become part of the contract, if a contract is executed.

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25. The Contractor shall indemnify, defend, and hold harmless the Commonwealth, its employees, agents, officers and contractors from and against all legal claims, including attorney fees and costs resulting from acts or omissions of the Contractor for services provided under any awarded contract.
26. Contractor invoices shall require approval of KSP prior to payment.

3.00 Evaluation Criteria

The Kentucky State Police shall conduct a comprehensive, fair, and impartial evaluation of all proposals. The Kentucky State Police may reject any proposal that is incomplete or in which there are significant inconsistencies or inaccuracies. The Kentucky State Police reserves the right to reject all proposals.

The Kentucky State Police has established a Proposal Evaluation Committee to review, evaluate and verify information submitted by the offeror.

Each vendor is responsible for submitting all relevant, factual and correct information with their offer to enable the evaluator(s) to afford each vendor the maximum score based on the available data submitted by the vendor.

The Kentucky State Police shall evaluate the proposals by assigning scores as indicated.

Technical Proposal Evaluation

Criteria	Maximum Points Possible
Mandatory Requirement: The contractor shall provide accreditation by either College of American Pathologists or the Substance Abuse and Mental Health Services Administration (SAMHSA) National Laboratory Certification Program (NLCP), or forensically accredited under ISO/IEC 17025. The provider must be Clinical Laboratory Improvement Amendment (CLIA) accredited. Documentation must accompany the proposal document. The provider or provider's laboratory must have employed a full-time, board-certified toxicologist of the American Board of Forensic Toxicology. Documentation must accompany the proposal document. Requirements that include the words "Shall", "Will", "Must" indicate a mandatory requirement	Pass/Fail

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Mandatory Requirement means a condition set out in the specifications or statement of work that must be met without exception. PROPOSALS THAT DO NOT MEET MANDATORY REQUIREMENTS WILL BE DEEMED NON-RESPONSIVE AND WILL NOT BE CONSIDERED.	
Previous experience: Respondents should provide a detailed narrative describing its ability and capacity to provide the services required and requested. The firm should describe the nature of its client base and the types of industries in which it has drug testing experience and the length of time (in years) that the company been in business.	100
Collection Sites: Respondents should provide a list of collection sites within thirty (30) minutes of the district office listed in this RFP under Scope of Work and/or indicate what the alternate/onsite collection is. Include procedures for handling after hours and post-accident testing.	100
Laboratory: Respondent should submit the name, location, days of the week and hours of operation of the laboratory. If multiple laboratories are used, the proposal should include the required information for each.	100
Maximum Points Possible	300

Cost Proposal Evaluation

Criteria	Maximum Points Possible
Include a proposed price per test. Fee should be all inclusive of supplies, transportation, shipping materials and costs, and any other incidental expenses.	300
Maximum Points Possible	300

Oral Demonstration/Presentation Evaluation, if required

Criteria	Maximum Points Possible
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Oral Demonstration/Presentation	200
The Commonwealth reserves the right to require Oral Presentations/Demonstrations to verify or expand on the Technical or Cost Proposals. Oral Presentations/Demonstrations may be conducted through videoconferencing or by conference call, if it is in the best interest of the Commonwealth to do so. This is the opportunity for the vendor to present and demonstrate the solution and to answer questions or to clarify the understanding of the evaluation committee in accordance with the requirements of this RFP. The Commonwealth reserves the right to reject any or all proposals in whole or in part based on the oral presentations/demonstrations.	
If required, the top 3 highest ranking vendors may be invited. Scheduling will be at the discretion of the Commonwealth. The Commonwealth reserves the right not to require oral presentations/demonstrations.	
Maximum Points Possible	200

Total Proposal Evaluation

Criteria	Maximum Points Possible
Technical Proposal	300
Cost Proposal	300
Oral Demonstrations/Presentations, if required	200
MAXIMUM POINTS POSSIBLE	800

4.00 Schedule of RFP Activities

The following schedule presents the major activities associated with the RFP distribution, written questions and proposal submission. The Commonwealth reserves the right at its sole discretion to change the Schedule of Activities, including the associated dates and times.

Release of RFP	8/26/2026
Written Questions due by: 4:30 pm	9/1/2026
Anticipated Commonwealth Response to Written Questions	9/9/2026
Proposals Due by: 12:00 pm	9/18/2026
*NOTE: ALL TIME REFERENCES ARE TO THE EASTERN TIME ZONE.	

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5.00 Offeror's Conference

Not Applicable

6.00 Point of Contact

The Agency Contact named below shall be the sole point of contact throughout the procurement process. All communications, oral and written (regular mail, express mail or electronic mail), concerning this procurement shall be addressed to:

Kristie Graham
 919 Versailles Road
 Frankfort, KY 40601
 502-782-5199
 KSPProcurement@ky.gov

From the issue date of this RFP until a Contractor(s) is selected and the selection is announced, Offerors shall not communicate with any other Commonwealth staff concerning this RFP.

7.00 Questions Regarding this RFP

Questions must be submitted in writing to the Agency Contact. The Commonwealth will respond to salient questions in writing by issuing an Addendum to the Solicitation. The Addendum shall be posted to the Commonwealth's eProcurement page.

8.00 Proposal Submission

Proposals shall be received by electronic submission in the eProcurement system, Kentucky Vendor Self Service System.

An electronic proposal shall be authorized by the proper agent of the firm by the act of submitting it electronically through the eProcurement system.

Proposal information **MUST** be completed online. Response must contain all required information for the Solicitation. All bidders **MUST** be registered in the Commonwealth eProcurement System via the Vendor Self Service System at <https://vss.ky.gov>.

Allow 24 – 48 hours to complete Vendor Registration. Vendors must be logged in to their Vendor Self Service (VSS) account in order to submit a response. Registrations completed the day of bid closing must be completed by the Vendor in the VSS portal. The Customer Resource Center is not able to complete registrations and activate accounts on the same day. Closing dates will not be extended for Vendors not registered by the date/time of the bid closing.

All bidders are cautioned to begin their electronic submission in sufficient time to complete before the closing date and time. Delays due to technical difficulties or document upload impediments shall not be justification for acceptance of a late bid or proposal. Vendor attention to this advisory is encouraged. Instructions "How to Submit an Online Response for a Business Opportunity" are posted to Kentucky's Vendor Self Service, <https://vss.ky.gov>. If you need assistance, please contact the Customer Resource Center (CRC) by email at Finance.CRCGroup@ky.gov or phone 502-564-9641 or toll-free 877-973-HELP (4357).

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Proposals shall be submitted in three (3) parts: The Technical Proposal, the Cost Proposal, and Proprietary Information. Each part shall consist of one document attachment. Do not submit multiple document attachments as Technical, Cost or Proprietary. All files shall be labeled accordingly. Attachments may not exceed 65,000 KB.

Proposals submitted online must be in an "Accepted" status and shall be assigned a date and time stamp from the eProcurement system at the time of final acceptance and formal submission by the vendor. **The system will not allow submission of an online proposal after the published date and time for closing.**

A proposal may be modified or withdrawn by electronic or written notice **ONLY** if received prior to the bid closing date and time. An electronic offer may be modified by applying the appropriate electronic signature and following the procedure in the state's eProcurement signature.

8.10 Format of Response

Proposals shall be submitted in **three (3) parts: the Technical Proposal, the Cost Proposal, and Proprietary Information. Each part shall consist of one document. Do not submit multiple documents as Technical, Cost or Proprietary.**

1. Proposals must be submitted electronically in the eProcurement System, Kentucky Vendor Self Service site.

- a. The **Technical Proposal** shall be submitted on one (1) document marked **Technical** (in Microsoft Word, Microsoft Excel or PDF format **ONLY**). Do not include embedded documents, hyperlinks or hyperlinks to videos. The document should be named in the following manner: **Technical – Name of offeror RFP number**
- b. The **Cost Proposal** shall be submitted on one (1) document marked **Cost** (in Microsoft Word, Microsoft Excel or PDF format **ONLY**). Do not include embedded documents, hyperlinks or hyperlinks to videos. The document should be named in the following manner: **Cost – Name of offeror RFP number**
- c. Any **Proprietary Information** shall be submitted on one (1) document marked **Proprietary** (in Microsoft Word, Microsoft Excel or PDF format **ONLY**). Do not include embedded documents, hyperlinks or hyperlinks to videos. The document should be named in the following manner: **Proprietary – Name of offeror RFP number**

All proposals must be received no later than **12:00 pm September 18, 2026**.

Pricing shall only be provided in the Cost Proposal. DO NOT SUBMIT ANY PRICING INFORMATION IN THE TECHNICAL PROPOSAL.

All submitted Technical and Cost Proposals shall remain valid for a minimum of six (6) months after the proposal due date.

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8.20 Format of Technical Proposal

The Technical Proposal must be arranged and labeled in the manner set forth below.

Transmittal Letter – a Transmittal letter shall be submitted on Offeror's letterhead and signed by an agent authorized to bind the Offeror. The Transmittal letter shall include the following:

a.	A statement that deviations are included, if applicable.
b.	A statement that proprietary information is included, if applicable.
c.	A statement that, if awarded a contract as a result of this Solicitation, the Offeror shall comply in full with all the requirements of the Kentucky Civil Rights Act, and shall submit all data required by KRS 45.560 to 45.640.
d.	A sworn statement that, pursuant to KRS 11A.040, that Offeror has not knowingly violated any provisions of the Executive Branch Code of Ethics.
e.	A statement certifying that the price in this proposal was arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other Offeror or with any competitor.
f.	A statement affirming that the Offeror is properly authorized under the laws of the Commonwealth of Kentucky to conduct business in this state and will remain in good standing with the Office of the Kentucky Secretary of State for the duration of any awarded contract resulting from this Solicitation.
g.	The name, address, telephone number and email address and website address, if available, of the contract person to serve as a point of contact for day-to-day operations.
h.	Subcontractor information to include the name of the company, address, telephone number and contact name, if applicable.
i.	Foreign entity's organization number issued by the Secretary of State in a certificate of authority or a statement of foreign qualification, if applicable.

Completed and Signed Solicitation and Addenda – An authorized representative MUST complete and sign the Solicitation form and include the following:

- "Vendor" box and "Payment" box should be completed.
- Vendor shall indicate ownership type.
- Vendor shall provide "FEIN" if applicable.
- Vendor shall provide date the form is completed and signed.
- Signed face of the most recent Addenda, if applicable.

Signed and Notarized Required Affidavit for Bidders or Offerors - available at the following link:

<https://finance.ky.gov/office-of-the-secretary/Pages/finance-forms.aspx>.

Signed and Notarized Required Affidavit for Bidders, Offerors and Contractors Claiming Resident Bidder Status – if applicable. Available at the following link:

<https://finance.ky.gov/office-of-the-secretary/Pages/finance-forms.aspx>.

*Offerors not claiming Resident Bidder Status need not submit this affidavit.

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Signed and Notarized Required Affidavit for Bidders, Offerors and Contractors Claiming Qualified Bidder Status – if applicable. Available at the following link:

<https://finance.ky.gov/office-of-the-secretary/Pages/finance-forms.aspx>.

*Offerors not claiming Qualified Bidder Status need not submit this affidavit.

Response to the Technical Portion of the RFP – Please provide a detailed response to the technical requirements outlined in the Evaluation Criteria. No cost information shall be provided in the technical portion.

8.30 Format of Cost Proposal

The Cost Proposal must be submitted under separate cover from the Technical Proposal and must be arranged and labeled in the manner specified. The proposal with the lowest price receives the maximum score. The remaining proposals with the next lowest price receives points by dividing the lowest price by the next lowest price and multiplying that percentage by the available points.

8.40 Certification Regarding Debarment and Suspension

In accordance with Federal Acquisition Regulation 52.209-5, the Offeror shall certify, by signing the Solicitation, that to the best of its knowledge and belief, the Offeror and/or its Principals is (are) not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency.

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

9.00 Rules of Procurement

To facilitate this procurement, various rules have been established. These are described in the following paragraphs.

Offerors should review and comply with the General Conditions and Instructions for Solicitation/ Contract listed under “Response to Solicitation” located on the eProcurement web page at <https://finance.ky.gov/eProcurement/Pages/doing-business-with-the-commonwealth.aspx>

The procurement process will provide for the evaluation of proposals and selection of the winning proposal in accordance with state law and regulations. KRS Chapter 45A of the Kentucky Model Procurement Code provides the regulatory framework for the procurement of services by state agencies.

9.10 Technical Proposal Evaluation

The Kentucky State Police will evaluate the proposal based on the technical portion of the Evaluation Criteria. Each Offeror is responsible for submitting all relevant, factual and correct information with their offer to enable the evaluator(s) to afford each vendor the maximum score based on the available data submitted by the Offeror. Past Offeror Performance may be considered in the award of this Contract. Offerors with a record of poor performance in the last twelve (12) months may be found non-responsible and ineligible for award.

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9.20 Cost Proposal Evaluation

The Kentucky State Police will evaluate the proposal based on the cost portion of the Evaluation Criteria.

Offeror shall only provide cost on the Cost Proposal; otherwise, the proposal may be deemed non-responsive.

9.30 Right to Reject/Waiver of Minor Irregularities

The Commonwealth reserves the right at its discretion to reject any and all offers. The Commonwealth also reserves the right at its discretion to waive informalities and minor irregularities in offers received.

9.40 Clarification of Proposals

The Commonwealth reserves the right at its discretion to request additional information as may reasonably be required for selection and to reject any proposals for failure to provide additional information on a timely basis.

The Commonwealth reserves the right to conduct discussions with any Offeror who has submitted a proposal to determine the Offeror's qualifications for further consideration. Such discussions shall not disclose any information derived from proposals submitted by other Offerors.

9.50 Best and Final Offers

The Commonwealth reserves the right at its discretion to request a Best and Final Offer (BAFO) for technical and/or cost proposals. Offerors are cautioned to propose their best possible offers at the outset of the process, as there is no guarantee that any Offeror will be allowed an opportunity to submit a Best and Final technical and/or cost offer.

9.60 Vendor Response and Public Inspection

This RFP specifies the format, required information and general content of proposals to be submitted in response to the RFP. The Kentucky State Police shall not disclose any portions of the proposals prior to contract award to anyone outside the Kentucky State Police, representatives of the agency for whose benefit the contract is proposed, representatives of the federal government, if required, and the members of the evaluation committee. After a contract is awarded in whole or in part, the Commonwealth shall have the right to duplicate, use, or disclose all proposal data submitted by Offerors in response to this RFP as a matter of public record.

Any and all documents submitted by an Offeror in response to the RP shall be available for public inspection after contract award pursuant to the Kentucky Open Records Act, KRS 61.870 to 61.884 ("the Act"). When responding to a request to inspect records submitted in response to this RFP, the Commonwealth will not redact or withhold any information or documents unless the records sought are exempt from disclosure pursuant to KRS 61.878 or other applicable law. Similarly, no such documents shall be exempt from public disclosure, regardless of the Offeror's designation of the information contained therein as "proprietary," "confidential," or otherwise, except in cases where the requested documents (or information contained therein) would be excluded from application of the Act under KRS 61.878(1)(c).

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The Commonwealth of Kentucky shall have the right to use all system ideas, or adaptations of those ideas, contained in any proposal received in response to this RFP. Selection or rejections of the proposal will not affect this right.

9.70 Reciprocal Preference for Kentucky Resident Bidders and Preferences for a Qualified Bidder

The scoring of bids/proposals is subject to the reciprocal preference for Kentucky resident bidders and preferences for a Qualified Bidder or the Department of Corrections, Division of Prison Industries (See KRS 45A.490(1), (2), 45A.492, 45A.494 and KAR 200 5:410).

Vendors not claiming resident bidder or qualified bidder status need not submit the corresponding affidavit.

Determining the residency of a bidder for purposes of applying a reciprocal preference

Any individual, partnership, association, corporation, or other business entity claiming resident bidder status shall submit the attached Required Affidavit for Bidders, Offerors and Contractors Claiming Resident Bidder Status as part of its response. The Kentucky State Police reserves the right to request documentation supporting a bidder's claim of resident bidder status. Failure to provide such documentation upon request shall result in disqualification of the bidder or contract termination.

As part of its response, a nonresident bidder shall submit its certificate of authority to transact business in the Commonwealth of Kentucky, Secretary of State. The location of the principal office identified therein shall be deemed the state of residency for that bidder. If the bidder is not required by law to obtain said certificate, the state of residency for that bidder shall be deemed to be that which is identified in its mailing address as provided in its bid.

Preferences for Qualified Bidder or the Department of Corrections, Division of Prison Industries (200 KAR 5:410)

Pursuant to KRS 45A.470 and 200 KAR 5:410, Kentucky Correctional Industries will receive a preference equal to twenty (20) percent of the maximum points awarded to a bidder in a solicitation. In addition, the following "qualified bidders" will receive a preference equal to fifteen (15) percent of the maximum points awarded to a bidder in a solicitation. New Vision Industries, Inc., any nonprofit corporation that furthers the purposes of KRS Chapter 163 and any qualified nonprofit agencies for individuals with severe disabilities as defined in KRS 45A.465(3). Any bidder claiming "qualified bidder" status, other than New Vision Industries, Inc., shall submit a notarized affidavit affirming that it meets the requirements to be considered a qualified bidder as part of its response to the solicitation (affidavit form included as part of this RFP). If requested, failure to provide documentation proving qualified bidder status to a public agency, if requested, may result in disqualification of the bidder or contract termination.

9.80 Negotiation

After conducting the evaluation to determine the best proposal received, the Kentucky State Police reserves the right to negotiate a fair and reasonable compensation based on the pricing submitted in the Offeror's proposal. If the negotiations fail to reach an agreement on a fair and reasonable

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compensation rate, the Kentucky State Police reserves the right to proceed to the next highest ranked proposal. Other terms and conditions relating to the technical and/or cost proposals may be negotiated at the sole discretion of the Commonwealth.

9.85 Best Interests of the Commonwealth

The Commonwealth will rank all proposals in the manner set forth in the Evaluation Criteria. However, the Commonwealth reserves the right to reject any or all proposals in whole or in part before, during, or after negotiation based on the best interests of the Commonwealth.

CONTRACT AWARD, TERMS, AND CONDITIONS

10.00 Notification of Award

To view the award of contract(s), including the contractor(s) receiving the award(s) for this solicitation, access the Kentucky Vendor Self Service Site at:

<https://vss.ky.gov>

Offerors can search for the solicitation title or number in the keyword search field or filter their search for only awarded solicitations by clicking on “Advanced Search” and changing the status to “awarded.” The award(s) information can be accessed by clicking on the details button of the solicitation and clicking the “Notice of Award” tab. It is the Offeror’s responsibility to review this information in a timely fashion. No other notification of the results of an Award of Contract will be provided to unsuccessful Offerors.

10.10 Beginning of Work

This Contract is not effective and binding until approved by the Secretary of the Finance and Administration Cabinet and filed with the Legislative Research Commission’s Government Contract Review Committee. The Contractor shall not commence any billable work until a valid Contract has been fully executed. This Contract, including the components referenced in Section 10.20, shall represent the entire agreement between the parties. Prior negotiations, representations, or agreements, either written or oral, between the parties hereto relating to the subject matter hereof shall be of no effect upon this Contract.

10.20 Contract Components and Order of Precedence

The Commonwealth’s acceptance of the Contractor’s offer in response to the Solicitation, indicated by the issuance of a Contract Award, shall create a valid contract between the Parties consisting of the following:

1. Procurement Statutes, Regulations and Policies
2. Any written Agreement between the Parties.
3. Any Addenda to the Solicitation.
4. The Solicitation and all attachments
5. Any Best and Final Offer.
6. Any clarifications concerning the Contractor’s proposal in response to the Solicitation.
7. The Contractor’s proposal in response to the Solicitation.

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In the event of any conflict between or among the provisions contained in the Contract, the order of precedence shall be as enumerated above.

10.30 Contract Term and Renewal Option

The initial term of the Contract is anticipated to be from October 1, 2026 through June 30, 2028.

This agreement is not effective until the Secretary of the Finance and Administration Cabinet or his authorized designee has approved the Contract and until the Contract has been filed with the Legislative Research Commission, Government Contract Review Committee.

The Commonwealth reserves the right to renew this contract for up to two (2) additional two (2) year periods.

Renewal shall be subject to prior approval from the Secretary of the Finance and Administration Cabinet, or this authorized designee, and the LRC Government Contract Review Committee in accordance with KRS 45A.695 and KRS 45A.705.

10.40 Changes and Modifications to the Contract

Pursuant to 200 KAR 5:311, no modification or change of any provision in the Contract shall be made, or construed to have been made, unless such modification is mutually agreed to in writing by the Contractor and the Commonwealth and incorporated as a written amendment by the Kentucky State Police prior to the effective date of such modification or change. Modification shall be subject to prior approval from the Secretary of the Finance and Administration Cabinet, or this authorized designee, and the LRC Government Contract Review Committee. Memoranda of Understanding, written clarification, and/or other correspondence shall not be construed as amendments to the Contract.

10.50 Insurance Requirements

*** Proof of all required insurances should be provided prior to award.***

A Certificate of Insurance (COI) on an ACORD form is required unless approved by the Commonwealth's Office of the Controller.

A. Required Coverage

The awarded vendor(s) shall be responsible for maintaining, and not reducing, the following insurance coverages, types, and limits of liability. Further awarded vendor shall be able to produce evidence of insurance in compliance with part C of this section through the entire contract:

Commercial General Liability Insurance in accordance with minimum limits of liability of \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate. The Commonwealth, in the Request for Solicitation, may require higher limits depending on the type of solicitation.

B. Additional Types of Insurance

(*The Commonwealth reserves the right to require higher coverage amounts if needed based on the type of contract and associated risk)

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1. **Automobile Liability Insurance (If Applicable)**

Automobile Liability Insurance is required for delivery, onsite training, services or events in all situations where the Contractor must drive to any property where Commonwealth operations occur. With regard to delivery, if the items requested in this solicitation will be delivered by the awarded Contractor or Subcontractor, proof of Automobile Liability Insurance must be provided prior to award. ***If items will be delivered by common courier (USPS, FedEx, UPS, Old Dominion Freight Line, etc.), this requirement does not apply.***

The Contractor or Subcontractor must provide a certificate of insurance coverage for any vehicle used in performance of this contract, whether owned, non-owned, or hired, or other vehicles utilized by the Contractor or Subcontractor. Said policy of insurance to have a minimum coverage limit of \$1,000,000.00 per occurrence combined single limit for bodily injury, including death, and property damage.

This requirement does not apply if the Contractor does not own, lease, or hire any automobiles to be used in connection with performance under any Contract resulting from this Solicitation.

2. **Professional Liability Insurance (If Applicable)**

Professional Liability (Error & Omissions) Insurance shall be required for all professional services performed by licensed or certificated individuals or individuals working on behalf of licensed or certificated individuals. The required Professional Liability Insurance shall have a minimum limit of liability of \$1,000,000.00 per claim for damages arising out of negligent acts, errors, and/or omissions in the performance of services.

C. **Evidence of Insurance Coverage**

The successful bidder shall provide evidence of insurance coverage as required. Failure to do so shall constitute a material breach of this Contract and may result in immediate cancellation of the Contract.

For all required insurance coverages, during the course of the Contract, the awarded vendor shall not be self-insured or utilize a Captive Insurer or a fronting policy that shifts risk back to the awarded vendor without prior written approval by the Office of the Controller of the Commonwealth.

Further, the awarded vendor shall not utilize an insurer or similar entity not in good standing with the Insurance Commissioner to fulfill the insurance requirements of the contract without prior written approval by the Office of the Controller of the Commonwealth.

Such approvals may require additional financial review, proof of funds, or bonding requirements sufficient for the risk associated with the services covered by the Contract, and approval or rejection is within the sole discretion of the Commonwealth's Office of the Controller.

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Contractor shall furnish the Certificate of Insurance prior to award and shall, upon request of the Commonwealth at any time during the contract term, provide a current, valid Certificate of Insurance.

Contractor and/or its insurer shall provide immediate notice of nonrenewal or cancellation of coverage during the course of the Contract.

All Certificates of Insurance must be signed by an authorized representative of the insurance agency, shall be in compliance with the laws of the Commonwealth of Kentucky, and shall be placed with a licensed resident or non-resident agent who represents insurance companies authorized to do business in Kentucky. The insurer shall have an AM Best rating of B+ or higher. Visit www.ambest.com for verification. Failure to meet this requirement may result in the bid being deemed non-responsive. A list of authorized companies can be found at <https://insurance.ky.gov/ppc/Company/Default.aspx>.

The certificate holder shall be listed as:

Kentucky State Police
919 Versailles Road
Frankfort, KY 40601
KSP Procurement

Certificate of Insurance must contain the following language in the Description of Operations box:

“The Commonwealth and its agents are Additional Insureds for the contract resulting from the solicitation. Additional insured protection afforded is on a primary and non-contributory basis.”

D. Subcontractors

If the contract allows for Subcontractors and utilizes Subcontractors, prior to the commencement of any work by a Subcontractor.

- # The primary Contractor’s Certificate of Insurance must identify coverage that meets or exceeds the insurance requirements defined in this contract and that covers Subcontractor and its work in support of the Contract ***or*** the Subcontractor must submit and maintain a Certificate of Insurance that also meets or exceeds the insurance requirements of the Primary Contractor defined in this contract.
- # **Procuring Agency reserves the right to request copies of all Subcontractor’s Certificate(s) of Insurance at any time.**

10.60 Notices

Unless otherwise instructed, all notices, consents, and other communications required and/or permitted by the Contract shall be in writing. After the award of the Contract, all communications of a contractual or legal nature are to be made to the Agency Contact.

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Endnotes

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Personal Service Contract Standard Terms and Conditions Revised July 2026

Whereas, the first party, the state agency, has concluded that either state personnel are not available to perform said function, or it would not be feasible to utilize state personnel to perform said function; and

Whereas, the second party, the Contractor, is available and qualified to perform such function; and

Whereas, for the abovementioned reasons, the state agency desires to avail itself of the services of the second party;

NOW THEREFORE, the following terms and conditions are applicable to this contract:

1.00 Effective Date

This contract is not effective until the Secretary of the Finance and Administration Cabinet or his authorized designee has approved the contract and until the contract has been submitted to the Legislative Research Commission, Government Contract Review Committee ("LRC"). However, in accordance with KRS 45A.700, contracts in aggregate amounts of \$10,000 or less are exempt from review by the committee and need only be filed with the committee within 30 days of their effective date for informational purposes.

KRS 45A.695(7) provides that payments on personal service contracts and memoranda of agreement shall not be authorized for services rendered after government contract review committee disapproval, unless the decision of the committee is overridden by the Secretary of the Finance and Administration Cabinet or agency head if the agency has been granted delegation authority by the Secretary.

The Commonwealth will make payment within thirty (30) working days of receipt of contractor's invoice or of acceptance of goods and/or services in accordance with KRS 45.453 and KRS 45.454.

Payments are predicated upon successful completion and acceptance of the described work, services, supplies, or commodities, and delivery of the required documentation. Invoices for payment shall be submitted to the agency contact person or its representative.

2.00 Renewals

Upon expiration of the initial term, the contract may be renewed in accordance with the terms and conditions in the original solicitation. Renewal shall be subject to prior approval from the Secretary of the Finance and Administration Cabinet or his authorized designee and the LRC Government Contract Review Committee in accordance with KRS 45A.695 and KRS 45A.705, and contingent upon available funding.

3.00 LRC Policies

Pursuant to KRS 45A.725, LRC has established policies which govern rates payable for certain professional services. These are located on the LRC webpage <https://apps.legislature.ky.gov/moreinfo/Contracts/homepage.html> and would impact any contract established under KRS 45A.690 et seq., where applicable.

4.00 Choice of Law and Forum

This contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. Any action brought against the Commonwealth on the contract, including but not

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limited to actions either for breach of contract or for enforcement of the contract, shall be brought in Franklin Circuit Court, Franklin County, Kentucky in accordance with KRS 45A.245.

5.00 Cancellation

The Commonwealth shall have the right to terminate and cancel this contract at any time not to exceed thirty (30) days' written notice served on the Contractor by registered or certified mail.

6.00 Funding Out Provision

The state agency may terminate this contract if funds are not appropriated to the contracting agency or are not 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 state agency shall provide the Contractor thirty (30) calendar days' written notice of termination of the contract due to lack of available funding.

7.00 Reduction in Contract Worker Hours

The Kentucky General Assembly may allow for a reduction in contract worker hours in conjunction with a budget balancing measure for some professional and non-professional service contracts.

If under such authority the agency is required by Executive Order or otherwise to reduce contract hours, the agreement will be reduced by the amount specified in that document. If the contract funding is reduced, then the scope of work related to the contract may also be reduced commensurate with the reduction in funding. This reduction of the scope shall be agreeable to both parties and shall not be considered a breach of contract.

8.00 Authorized to do Business in Kentucky

The Contractor affirms that it is properly authorized under the laws of the Commonwealth of Kentucky to conduct business in this state and will remain in good standing to do business in the Commonwealth of Kentucky for the duration of any contract awarded.

The Contractor shall maintain certification of authority to conduct business in the Commonwealth of Kentucky during the term of this contract. Such registration is obtained from the Secretary of State, who will also provide the certification thereof.

Registration with the Secretary of State by a Foreign Entity

Pursuant to KRS 45A.480(1)(b), an agency, department, office, or political subdivision of the Commonwealth of Kentucky shall not award a state contract to a person that is a foreign entity required by KRS 14A.9-010: to obtain a certificate of authority to transact business in the Commonwealth ("certificate") from the Secretary of State under KRS 14A.9-030:

<https://apps.legislature.ky.gov/law/statutes/statute.aspx?id=40424> **therefore, foreign entities should submit a copy of their certificate with their solicitation response.**

If the foreign entity is not required to obtain a certificate as provided in KRS 14A.9-010: <https://apps.legislature.ky.gov/law/statutes/statute.aspx?id=44318>, the foreign entity should identify the applicable exception in its solicitation response. Foreign entity is defined within KRS 14A.1-070: <https://apps.legislature.ky.gov/law/statutes/statute.aspx?id=50474>

Businesses can register with the Secretary of State at:
<https://www.sos.ky.gov/bus/business-filings/Pages/default.aspx>

9.00 Invoices for fees

The Contractor shall maintain supporting documents to substantiate invoices and shall furnish same if required by state government. The invoice must conform to the method described in Section V of this contract.

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Pursuant to KRS 45A.695, no payment shall be made on any personal service contract unless the individual, firm, partnership, or corporation awarded the personal service contract submits its invoice for payment on a form established by the committee.

*Invoice form is available on the Legislative Research Commission, Government Contract Review Committee website: <https://apps.legislature.ky.gov/moreinfo/Contracts/homepage.html>

10.00 Travel expenses, if authorized

The Contractor shall be paid for no travel expenses unless and except as specifically authorized by the specifications of this contract or authorized in advance and in writing by the Commonwealth. The Contractor shall maintain supporting documents that substantiate every claim for expenses and shall furnish same if requested by the Commonwealth.

11.00 Other expenses, if authorized herein

The Contractor shall be reimbursed for no other expenses of any kind, unless and except as specifically authorized within the specifications of this contract or authorized in advance and in writing by the Commonwealth.

If the reimbursement of such expenses is authorized, the reimbursement shall be only on an out-of-pocket basis. Request for payment of same shall be processed upon receipt from the Contractor of valid, itemized statements submitted periodically for payment at the time any fees are due. The Contractor shall maintain supporting documents that substantiate every claim for expenses and shall furnish same if requested by the Commonwealth.

12.00 Purchasing and specifications

The Contractor certifies that he/she will not attempt in any manner to influence any specifications to be restrictive in any way or respect nor will he/she attempt in any way to influence any purchasing of services, commodities or equipment by the Commonwealth of Kentucky. For the purpose of this paragraph and the following paragraph that pertains to conflict-of interest laws and principles, "he/she" is construed to mean "they" if more than one person is involved and if a firm, partnership, corporation, or other organization is involved, then "he/she" is construed to mean any person with an interest therein.

13.00 Conflict-of-interest laws and principles

The Contractor certifies that he/she is legally entitled to enter into this contract with the Commonwealth of Kentucky, and by holding and performing this contract, he/she will not be violating either any conflict of interest statute (KRS 45A.330-45A.340, 45A.990, 164.390), or KRS 11A.040 of the executive branch code of ethics, relating to the employment of former public servants.

14.00 Campaign finance

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

15.00 Access to Records

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The state agency certifies that it is in compliance with the provisions of KRS 45A.150, "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The Contractor, as defined in KRS 45A.030, agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this agreement for the purpose of financial audit or program review. The Contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the agreement and shall be exempt from disclosure as provided in KRS 61.878(1)(c).

16.00 Protest

Pursuant to KRS 45A.285, the Secretary of the Finance and Administration Cabinet, or his designee, shall have authority to determine protests and other controversies of actual or prospective vendors in connection with the solicitation or selection for award of a contract.

Any actual or prospective vendor, who is aggrieved in connection with the solicitation or selection for award of a contract, may file protest with the Secretary of the Finance and Administration Cabinet. A protest or notice of other controversy must be filed promptly and, in any event, within two (2) calendar weeks after such aggrieved person knows or should have known of the facts giving rise thereto. All protests or notices of other controversies must be in writing and shall be addressed to:

Holly M. Johnson, Secretary

Commonwealth of Kentucky
Finance and Administration Cabinet
Office of the Secretary
200 Mero Street, 5th Floor
Frankfort, KY 40622

The Secretary of Finance and Administration Cabinet shall promptly issue a decision in writing.

A copy of that decision shall be mailed or otherwise furnished to the aggrieved party and shall state the reasons for the action taken.

The decision by the Secretary of the Finance and Administration Cabinet shall be final and conclusive.

17.00 Social Security

The parties are cognizant that the state is not liable for social security contributions, pursuant to 42 U.S. Code, section 418, relative to the compensation of the second party for this contract.

Any exceptions to this stipulation require an attachment or exhibit that explicitly addresses, and provides a basis for, payment of second party's social security contributions by the state, pursuant to 42 U.S. Code, section 418.

18.00 Violation of tax and employment laws

KRS 45A.485 requires the Contractor and all subcontractors performing work under the contract to reveal to the Commonwealth any final determination of a violation by the Contractor within the previous five (5) year period of the provisions of KRS chapters 136, 139, 141, 337, 338, 341, and 342. These statutes relate to corporate and utility tax, sales and use tax, income tax, wages and hours laws, occupational safety and health laws, unemployment insurance laws, and workers

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compensation insurance laws, respectively. Disclosure of any violations is required prior to the award of any state contract and throughout the duration the contract.

Failure to disclose violations, shall be grounds for the Commonwealth's disqualification of a contractor or subcontractor from eligibility for future state contracts for a period of two (2) years.

To comply with KRS 45A.485, the Contractor and all subcontractors performing work under this contract shall report any such final determination(s) of any violation(s) within the previous five (5) years to the Commonwealth by providing a list of the following information regarding any violation(s): (1) specific KRS violated, (2) date of any final determination of a violation, and (3) state agency which issued the final determination.

A list of any disclosures made prior to award of a contract shall be attached to the contract. The Contractor affirms that it has not violated any of the provisions of the above statutes within the previous five (5) year period, aside from violations explicitly disclosed and attached to this contract. Contractor further affirms that it will (1) communicate the above KRS 45A.485 disclosure requirements to any subcontractors and (2) disclose any subcontractor violations it becomes aware of to the Commonwealth.

19.00 Nondiscrimination

The Equal Employment Opportunity Act of 1978 (the "Act"), KRS 45.560 to 45.640, applies to all State government contracts or subcontracts in an amount exceeding \$500,000. The contractor shall comply with all terms and conditions of the Act.

During the performance of this contract, the Contractor agrees as follows:

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age forty (40) and over, disability, veteran status, or national origin or.
- (b) The Contractor shall take affirmative action in regard to employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of compensation, and selection for training, so as to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, age forty (40) and over, disability, veteran status, and national origin.
- (c) The Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age forty (40) and over, disability, veteran status, or national origin.
- (d) The Contractor shall post notices in conspicuous places, available to employees and applicants for employment, setting forth the provisions of this non-discrimination clause.

The Contractor shall send a notice to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding advising the said labor union or workers' representative of the Contractor's commitments under this nondiscrimination clause.

The Contractor's noncompliance with the nondiscrimination clauses of this contract shall constitute a material breach of the contract.

Each Contractor shall, for the length of the contract or at the point at which the contract is covered by this Act and until its conclusion, furnish such information as required by the Act and any rules,

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regulations and orders issued pursuant thereto and permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the Cabinet to ascertain compliance with the Act.

This section applies to agreements disbursing federal funds, in whole or part, only when the terms for receiving those funds mandate its inclusion.

20.00 Bidder, Offeror, or Contractor Mandatory Representations Compliance with Commonwealth Law

The contractor represents that, pursuant to [KRS 45A.485](#), they and any subcontractor performing work under the contract will be in continuous compliance with the KRS chapters listed below and have revealed to the Commonwealth any violation determinations within the previous five (5) years:

[KRS Chapter 136](#) (CORPORATION AND UTILITY TAXES)
[KRS Chapter 139](#) (SALES AND USE TAXES)
[KRS Chapter 141](#) (INCOME TAXES)
[KRS Chapter 337](#) (WAGES AND HOURS)
[KRS Chapter 338](#) (OCCUPATIONAL SAFETY AND HEALTH OF EMPLOYEES)
[KRS Chapter 341](#) (UNEMPLOYMENT COMPENSATION)
[KRS Chapter 342](#) (WORKERS' COMPENSATION)

Boycott Provisions

If applicable, the contractor represents that, pursuant to [KRS 45A.607](#), they are not currently engaged in, and will not for the duration of the contract engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which Kentucky can enjoy open trade. **Note:** The term Boycott does not include actions taken for bona fide business or economic reasons, or actions specifically required by federal or state law.

If applicable, the contractor verifies that, pursuant to KRS 41.480, they do not engage in, and will not for the duration of the contract engage in, in energy company boycotts as defined by KRS 41.472.

Lobbying Prohibitions

The contractor represents that they, and any subcontractor performing work under the contract, have not violated the agency restrictions contained in [KRS 11A.236](#) during the previous ten (10) years, and pledges to abide by the restrictions set forth in such statute for the duration of the contract awarded.

The contractor further represents that, pursuant to [KRS 45A.328](#), they have not procured an original, subsequent, or similar contract while employing an executive agency lobbyist who was convicted of a crime related to the original, subsequent, or similar contract within five (5) years of the conviction of the lobbyist.

21.00 Artificial Intelligence (AI)

Vendor agrees to adhere to [CIO-126 Artificial Intelligence Policy.pdf](#), which includes but is not limited to, the required written disclosure, in advance, of every use of generative AI and/or integrations with generative AI system. Vendor agrees to disclose all parts of contracted work that is expected to be or will be performed with the assistance of AI. Further, Vendor understands and agrees to take appropriate measures to ensure Generative AI shall not be used for any activities that are illegal or in violation of state policy, COT policy, or agency policy per CIO-126. Vendors may not use Commonwealth confidential or internal data in generative AI queries or for building or training proprietary generative AI programs unless explicitly approved in writing by the agency

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head with consultation from the COT Chief Information Officer. Vendor agrees to provide reasonable written notice of any issue of noncompliance with these requirements.

22.00 Payment

The Commonwealth will make payment within thirty (30) working days of receipt of Contractor's invoice and of acceptance of goods and/or services except when the agency has transmitted a rejection notice to the vendor in accordance with KRS 45.453 and KRS 45.454. For the purpose of this provision, a working day is any weekday except for Commonwealth employee holidays up to the agency close of business. The Commonwealth may make a partial payment of goods or services that it has received according to the terms of the contract.

Payments are predicated upon agreed upon payment milestones set forth in the agreement and/or successful completion and acceptance of the described work, services, supplies, or commodities, and delivery of the required documentation. Invoices for payment shall be submitted to the agency contact person or agency representative and, except Personal Service Contract invoices, shall include the following information, as applicable:

- (1) Contract and/or delivery order number;
- (2) Name of Contractor Entity or Individual;
- (3) Contractor designated point of contact;
- (4) Unique Invoice Number;
- (5) Invoice Date;
- (6) Item numbers;
- (7) Descriptions of goods or services provided;
- (8) Sizes of goods provided;
- (9) Quantities provided;
- (10) Unit prices; and
- (11) Extended totals (unit price x quantity) for invoiced line items.

For Personal Service Contracts, invoices must be submitted on the Personal Service Contract Invoice form established by the Government Contract Review Committee, available at:

<https://apps.legislature.ky.gov/moreinfo/contracts/PSC%20INVOICE%20FORM.pdf>

The Commonwealth will make a good faith effort to notify the Contractor within fifteen (15) working days of the Contractor's failure to submit a proper invoice or a dispute of the goods or services provided. The Contractor shall address the Commonwealth's concerns within ten (10) calendar days and resubmit a corrected invoice with a new invoice number for payment. If the Contractor has not rectified the problem with the invoice or the good or service within the ten (10) calendar day correction period, any revised submitted invoice shall be considered a new invoice with a new date of submission for calculation of any late payment penalty.

If the Commonwealth has not notified the Contractor of any issue with the invoice or the goods and/or services and the Contractor has not received payment by the twenty-fifth (25th) business day after the Contractor submitted the invoice, the Contractor should notify its Commonwealth contract representative that its invoice is still pending payment.

Except as otherwise explicitly provided in the contract, payments shall be issued to the Contractor within thirty (30) working days of receipt of Contractor's invoice and of acceptance of goods and/

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or services. In the event of an invoice payment dispute between the Contractor and purchasing agency, the Contractor shall first attempt resolution of the dispute via submission to the purchasing agency in accordance with the payment dispute process posted on the Finance and Administration Cabinet website, located at:

<https://finance.ky.gov/office-of-the-secretary/office-of-general-counsel/Pages/procurement-and-protest-resources.aspx>

If submission to the purchasing agency fails to resolve the payment dispute, the Contractor may submit a contract dispute regarding payment to the Finance Secretary for resolution. In accordance with KRS 45.454, and except as provided by KRS 371.405, there shall be payable to the Contractor a penalty of one-percent (1%) on any undisputed amount each month or fraction thereof owing to the Contractor after 30 working days following the receipt of the goods or services and receipt of the invoice unless otherwise agreed between the Commonwealth and the Contractor. After a resolution is determined, the purchasing agency shall begin to assess penalties due the Contractor and remit the penalty payment to the Contractor within five (5) working days.