



COVINGTON INDEPENDENT PUBLIC SCHOOLS

REQUEST FOR QUALIFICATIONS

District Facilities Master Plan

**Issue Date:
September 15, 2023**

**25 West Seventh Street
Covington, KY 41011**

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****Respondent must complete and turn in with response**

I. ADVERTISEMENT

District Facilities Master Plan

Covington Independent Public Schools ("District") invites proposal from qualified, competent, knowledgeable, and experienced providers that provide the services outlined in this Request for Qualifications ("RFQ"), in compliance with all applicable laws and regulations. Companies submitting responses must be prepared to enter into an agreement ("Agreement") for the provision of requested services and goods as set forth in this RFQ.

Issue Date:

RFQ Title: District Facilities Master Plan

Issuing Organization: Covington Independent Public Schools (CIPS)
25 East 7th Street
Covington, KY 41011

Contact: Ken Kippenbrock
Executive Director of Human
Resources and Operations
(859) 392-1015
ken.kippenbrock@covington.kyschools.us

Qualifications must be submitted in a sealed envelope plainly marked on the outside **"SEALED RESPONSES FOR DISTRICT FACILITIES MASTER PLAN - DO NOT OPEN WITH REGULAR MAIL."**

SEALED RESPONSES MUST BE MAILED OR PHYSICALLY DELIVERED TO:

Attn: Ken Kippenbrock
Executive Director of Human Resources and Operations
Main Floor Reception
Board of Education/Administration Building
CIPS
25 East 7th Street
Covington, Kentucky 41011

RESPONSES MUST BE SUBMITTED BY: 10:00 a.m. October 10th, 2023. A submission received after this date and time will be considered non-responsive.

REVIEW AND EVALUATION: Pursuant to KRS 45A.380(3), the evaluation of qualifications and making any awards shall be conducted using noncompetitive negotiation, based upon the written finding of the Board of Education that the services sought in this RFQ are professional services of a licensed professional(s), such as architects, planners, and engineers (not including construction management engineers). The services called for in this RFQ require individual, specialized, technical competence of professionals who are licensed in their respective fields and who have the requisite knowledge and expertise to develop a District Facilities Master Plan.

The Covington Public Schools reserves the right to reject any and all bids, and to accept the bid which in the judgment of the Covington Public Schools, is the best evaluated bid, even if the best evaluated bid is not the lowest priced bid. The Covington Public Schools reserves the right at its discretion to waive any defect in any bid, if in the judgment of the Covington Public Schools the bid otherwise constitutes the best evaluated bid.

KENTUCKY RESIDENT BIDDER PREFERENCE: Prior to a contract being awarded to the best evaluated bidder, by the Covington Independent Public School District, a resident bidder of the Commonwealth shall, pursuant to KRS 45A. shall be given a preference against a nonresident bidder registered in any state that gives or requires a preference to bidders from that state. The preference shall be equal to the preference given or required by the state of the nonresident bidder.

II. TIMELINE OF EVENTS

RESPONSE SCHEDULE	DATE
Issuance of RFQ; Solicitation for Responses.	September 15 th , 2023
Deadline for Vendor Questions or Clarification.	October 2 nd , 2023. Modification/ answers shall be posted by October 5 th , 2023, via www.covingtonky.gov .
Deadline for Submission	10:00 a.m., October 10 th , 2023.
Firm Interviews and Presentations.	October 11 – 27, 2023
Recommendation to Commission	November 9 th , 2023

III. INTRODUCTION

The District invites experienced firms to submit their qualifications to develop a Facilities Master Plan to guide the future delivery of education services for Covington. The plan will have four critical components:

1. School-aged population study and projections
2. Current facilities assessment
3. Recommendation for facilities aligned with projected enrollment

Special consideration will be given to firms with a multidisciplinary team including professionals with backgrounds in school district planning and school-aged population study. Qualified candidates will be invited to submit a proposal. The following information is provided to fully define the desired goals and outcomes of the project, as well as project parameters, firm qualifications, proposal instructions, and deadlines.

IV. PROJECT BACKGROUND

Current facilities include 14 different properties. With an enrollment of approximately 3,000 students in grades PreK-12, Covington Independent Public Schools currently operates an Early Childhood Center and five elementary schools. The District rents space for an alternative program. A middle school and a high school share a campus but operate as two separate schools. Adjacent to that secondary campus is an adult school program which is housed in the same facility as our instructional support center.

The district has a Board of Education Administrative Building, an Office building on Pike Street, a Maintenance Department Building, and a Transportation Office building and Bus Garage. Finally, the district owns a building utilized as storage on Caroline Avenue.

James E. Biggs Early Childhood Education Center
1124 Scott Boulevard
Covington, Kentucky 41011

Glenn O. Swing Elementary
501 West 19th Street
Covington, Kentucky 41014

John G. Carlisle Elementary
Principal 910 Holman
Covington, Kentucky 41011

Latonia Elementary
3901 Huntington Avenue
Covington, Kentucky 41015

Ninth District Elementary
2800 Indiana Avenue
Covington, Kentucky 41015

Sixth District Elementary
1901 Maryland
Covington, Kentucky 41014

Transformational Learning Center Alternative Program
200 Home Road
Covington, Kentucky 41011

Holmes High and Holmes Middle Schools
2500 Madison Avenue
Covington, Kentucky 41014

Covington Adult High School/Instructional Support Center
212 Levassor Place
Covington, Kentucky 41014

Covington Board of Education/Administration Building
25 East 7th Street
Covington, Kentucky 41011

Pike Street Center/Covington Partners
257 West Pike Street
Covington, Kentucky 41011

Facility Services
401 W. Southern
Covington, Kentucky 41015

Transportation Services
3306 Eugenia Avenue
Covington, Kentucky 41015

Storage Facility
3618 Caroline Ave
Covington, Kentucky 41015

V. PROJECT DESCRIPTION

The purpose of the master plan is to develop a comprehensive strategy for Covington's facilities, programs, and services that is responsive to the community's demographics, and educational needs. The plan will serve to guide the work of the District's Facilities Planning Committee.

Covington is looking for a creative public input process. The master planning process must include non-traditional methods to effectively engage key stakeholder groups, the general public, employees, and elected officials resulting in buy-in for the master plan.

The firm will work with representatives of the District and the community, which will be pre-identified by District staff prior to project commencement. Participants may include elected officials and representation from various community groups

VI. SCOPE OF SERVICES

Master Plan

- Project Start-up:
 - Project kickoff meeting
 - Establish a schedule including milestone dates and critical meetings
 - Tour facilities
 - Meetings with staff
 - Establish a public engagement process
- Public Engagement Process
 - The District is seeking to fully understand the needs and current opinions of the local community in order to provide facilities, services, and programs appropriate to those needs. The district also seeks to understand why segments of the population do not utilize CIPS and its services or programs. This information will be used to guide future development and individual facilities site plans.
 - To achieve this, the public engagement process should include a comprehensive strategy and methodology for citizen and stakeholder involvement.
 - Statistically valid data collection must be included. Innovation and creativity are encouraged in the public engagement process.
 - This process must be well organized and directed. Using best practices in facilitation techniques, tools, and formats. Ensure positive, open, and proactive public participation. Formats may include, but are not limited to a steering committee, focus groups, interviews, and popup events.
 - Consultant will facilitate gathering information about services, use, preferences, and each facility's strengths, weaknesses, opportunities, and threats.

- Data Collection

The District will work with the consultant to identify necessary data and background information.

The consultant will provide the following information:

- Demographic data
 - Socio-economic status
 - Service analysis
 - Competition
 - Trends
 - Asset Inventory
 - Attitudes towards education
 - Understanding why people do not choose CIPS
 - Community desired programs and services
 - Facilities, programs, and services the community does not think should be provided
- Data Analysis
 - Facility, program, and amenity comparisons
 - Competing educational services
 - Issue identification
 - Opportunities and constraints
 - Existing conditions and inventory of capital assets, conditions, needs, etc.
 - Organizational analysis
 - Financial analysis of revenue, expenditures, and budget projections
 - Current usage patterns and projections
 - Evaluation of services

As part of the Scope of Services, the identified consultant will be requested to develop a Master Plan.

Deliverables- For reference the selected firm will be asked to produce the following as the final deliverable upon selection and contract award. A proposed Master Plan is not required at the Request for Qualifications submission stage.

Required Elements - Master Plan Components

1. Elementary Schools (25%)
 2. Sports Facilities (25%)
 3. Secondary Schools including Alternative (25%)
 4. Officer and Support Buildings (25%)
 5. Appendices & Data Summary
1. for Master Plan identified capital priorities

The Master Plan should include an executive summary, policy recommendations, and action strategies for each section. Additionally, each section needs to give special consideration to programming and natural resource management where pertinent.

Final tools for communicating the master plan include a presentation, website elements, a summarized graphic document, and a 10-minute video overview.

VII. RESPONSE FORMAT

1. Response Submission.

Proposers must submit copies of their qualifications as follows: (2) two physical copies, and one electronic version in PDF format on a USB drive. Hard copy proposals must be submitted on standard 8 ½" by 11" paper. All supporting documentation must be on paper no larger than 11' by 17". Proposals and supporting documentation must be submitted in a sealed envelope labeled "**DISTRICT MASTER PLAN.**" Faxed proposals will not be accepted. Proposers may be chosen to provide an interview and oral presentation of their submitted responses. Submissions will not be returned. Responses should be limited to 25 pages or less.

Proposals shall be delivered to the District on or before: 10:00 a.m. October 10, 2023. Hand-delivered copies must be delivered and time-stamped by the Finance Department window located in the lobby of District Hall. Responses received after the deadline will not be accepted.

2. Response Content.

The information requested through this RFQ is necessary for the Covington Independent Public Schools (CIPS) to adequately evaluate all interested firms. Failure to supply the requested information may result in the rejection of the response. The District is not responsible for the costs incurred by proposers or their subcontractors in connection with this RFQ process, including, but not limited to costs associated with preparing a response or participating in any presentations or negotiations related to this RFQ.

Proposals must include the following:

- A. A cover page** that includes the following information:
 - a. Contractor's name and mailing address
 - b. Contractor's current legal status: corporation, partnership, sole proprietor, etc.
 - c. Contact person's name, title, phone number, fax number, and e-mail address.
 - d. Signature of authorized individual(s) with authority to negotiate and bind the proposer contractually.
- B. A description of expertise, experience, and resources** directly relevant and available for the proposed project.
- C. A list of similar projects** previously completed.

- D. A list of **references**.
- E. **Resumes of professional staff** members that will work on this project, and their coordinating roles.
- F. A description of the **firm's proposed approach** or method
- G. The firm's **proximity to the work area**.
- H. Details about the **firm's current and anticipated workload** during the duration of the project. The district's anticipated project timeline is winter 2023 to spring 2024.
- I. A proposed **project timeline**.
- J. A statement as to the **anticipated amount of time to be allocated to the project**. Include a list of any proposed sub-consultants that may be used in the project.
- K. You are invited to include **additional information** not covered above that you feel may be useful and applicable to this project.

VIII. EVALUATION & SELECTION CRITERIA

The District will evaluate each submitted response based on the following considerations:

- Response and understanding of the listed Scope of Services.
- Project approach.
- Project team.
- Past project experience.
- Contractor references
- Project schedule.

The District may, in its sole discretion, expand or reduce the criteria upon which it bases its final decisions regarding the selection of the Contractor for this project.

1. Review/selection process

A committee, that will include District representatives, will review all submitted responses. Some, or all, of the Respondents may be requested to proceed to the interview phase of the selection process. Interviews will be conducted by the selection committee. The District reserves the right to interview some, none, or all of the Respondents participating in this RFQ. After the interview phase, a listing of qualified candidate(s), or a singular candidate, will be submitted to the District Manager for recommendation to the District Commission. The District Commission reserves the right to reject any and all responses. The District reserves the right to waive as an informality any irregularities contained in any response.

2. Acceptance

The purpose of this RFQ is to establish a qualified listing of candidates or identify a singular candidate, who can provide the services as outlined in Section VI. Scope of Services. Submission of a response indicates acceptance by the Respondent of the conditions contained in this RFQ, unless clearly and specifically noted otherwise in the submitted response and confirmed in a contract between the District and the Respondent.

3. Respondent Questions

The district shall answer any questions that Respondents may have prior to the submission deadline. All questions should be submitted in writing by electronic mail directly to ken.kippenbrock@covington.kyschools.us . All answered questions shall be made available via the District's website, www.covington.kyschools.us. It shall be the Respondent's obligation to reference the District's website, prior to submission of a Proposal.

IX. TERMS AND CONDITIONS

1. SUBMISSION OF PROPOSAL

- A. The entire response submittal shall be submitted no later than the date and time prescribed and at the place indicated in the Advertisement.
- B. Response shall be enclosed in a sealed envelope plainly marked on the outside with the Project title and the name and address of the Contractor.
- C. If the response is sent by mail or other delivery system, the sealed envelope containing the response shall be enclosed in a separate plainly marked on the outside with the notation "**SEALED RESPONSE FOR DISTRICT MASTER PLAN - DO NOT OPEN WITH REGULAR MAIL.**" A mailed response shall be addressed to:

**COVINGTON INDEPENDENT PUBLIC SCHOOLS
RECEPTION
ATTN: KEN KIPPENBROCK
25 EAST 7TH ST
COVINGTON, KY 41011**

2. NO WAIVER

No failure or delay by the District in exercising thereof, nor the exercise of any other right, remedy, power, or privilege shall operate as a waiver hereof or thereof. No failure or delay by the District in exercising any right, remedy, power, or privilege under or in respect of this RFQ shall affect the rights, remedies, powers or privilege under on in respect of this RFQ shall affect the rights, remedies, powers or privileges of the District hereunder or shall operate as a waiver thereof.

3. AUTHORITY TO DO BUSINESS

Submitters must be duly organized and authorized to do business under the laws of the Commonwealth of Kentucky and shall hold all licenses, permits, certificates, including, but not limited to occupational licenses, required to do business Kenton County and the City of Covington. Submitter must be in good standing and have full legal capacity, including but not limited to, all professional certifications and licenses, necessary to provide the services specified under this Request. The Submitter must have all necessary rights and lawful authority to enter into any final agreement for the services. ("Final Agreement") for the full term.

4. CLAIMS AGAINST THE DISTRICT

In consideration for the right to respond to this RFQ, the Submitter waives any claim, liability, or expense whatsoever against the District and its Staff, Commissioners, and agents by reason of any or all of the following: Any aspect of this RFP, the Selection Process or any part thereof, any informalities or defects in

the Selection Process, the failure to enter into any agreement, any statements, representations, acts, or omissions of the District, the exercise of any discretion set forth or concerning any of the foregoing, and any other matters arising out of all or any of the foregoing.

5. RIGHT TO SUBSTITUTE OR MODIFY SPECIFICATIONS

Throughout the Selection Process, the District shall have the right, in its sole discretion, to modify the specifications provided herein. Such modification shall include the ability to add, substitute or remove items from each sub-part for any reason.

6. RIGHT TO MODIFY THE SELECTION PROCESS

The District reserves the right at any time and from time to time, and for its own convenience, in its sole and absolute discretion, to modify or suspend any and all aspects of the Selection Process, including, but not limited to this RFQ, and all or any portion of the Selection Process in or subsequent to the RFQ; to obtain information from any successful applicant, to waive any defects as to form or content of this RFQ or any other step in the Selection Process; to reject any and all responses submitted; to reissue the RFQ; procure the desired services by any other means or not proceed in procuring the services; to negotiate with any, all or none of the respondents to this RFQ as to fees, the scope of services, or any other aspect of the RFQ or services; to negotiate and modify any and all terms of an agreement; and to accept or reject any applicant for entry into a Final Agreement.

7. TERMS AND CONDITIONS INCORPORATED

In the event of conflicting terms, the documents relating to this RFQ shall have the following priority:

- 1) The Final Agreement
- 2) District's Specifications
- 3) General Terms and Conditions
- 4) Submitter's Specifications and Agreements

8. LEGAL REQUIREMENTS

It shall be the responsibility of each submitter and supplier to assure compliance with OSHA, EPA, FERPA, and/or Federal, Commonwealth of Kentucky, and District of Covington, KY rules, regulations, or other requirements, as each may apply.

9. QUALIFICATIONS OF CONTRACTOR(S)

- A. Contractors shall be experienced in the kind of Work to be performed, shall have the necessary equipment therefor, and shall possess sufficient capital to properly execute the work within the time allowed. Proposals received from Respondents who have previously failed to complete work.

within the time required, or who have previously performed similar work in an unsatisfactory manner, may be rejected. A Proposal may be rejected if the Contractor is already obligated for the performance of other work, which would delay the commencement, prosecution, or completion of the Work.

- B. Contractors may be asked to furnish additional data to demonstrate their qualifications.
- C. Contractors shall observe and comply with all regulations, laws, and ordinances of local, state, and federal governments as they apply to this Request for Qualifications.
- D. Contractors shall be qualified to do business in the state where the Project is located or covenant to obtain such qualification prior to signing the Agreement.
- E. Contractors shall ensure that all student data and personal private information (PII) is maintained as confidential and shall sign any data protection or user agreements as required by the School District to ensure privacy of student records and data.

10. ADDENDUM

If it becomes necessary to revise any part of this Request, a written addendum will be made available to the public via publication on the District's website www.covington.kyschools.us. The District is not bound by any oral representations, clarifications, or changes made by any District employee unless such clarification or change is provided to all Respondents in a written addendum from an authorized representative of the District.

11. INDEMNIFICATION

Respondent shall agree to indemnify and hold harmless the District and its directors, officers, employees, and agents from all suits, actions, claims, or cost of any character, type or description brought or made on account of any loss, expense, liability, damage, claim, including personal injury and/or death sustained by any person(s) or property arising out of the acts or negligence of the Respondent, the Respondent's personnel, its agents, and employees, occurring during the performance of its duties.

12. RESPONDENT MODIFICATION OR WITHDRAWAL

A. Withdrawal Prior to Response Opening:

A Response may be withdrawn by an appropriate document duly executed, in the same manner, that a Response must be executed and delivered to the place where Responses are to be submitted prior to the date and time

fixed for the submission of Responses. Upon receipt of such written notice, the unopened Response will be returned to the Contractor.

B. Modification Prior to Response Opening:

If a Contractor wishes to modify its Response, the Contractor must withdraw its initial Response in the manner specified in the paragraph above and submit a new Response.

13. NON-COMPLIANCE WITH PROPOSAL

It is understood and agreed upon by all parties, in the event of an Award of Contract, if said contract fails to meet the terms and conditions accepted by the District as specified in this Request, and any prior agreements leading up to the contract, then the District shall at its sole option have the right to:

- A. Cancel the contract in its entirety; OR
- B. Require the Vendor to provide the services as stated in this Proposal at the proposed price.

14. RESPONSE DISCLAIMER

- A. This Request does not commit the District to enter into a contract, or award any services in relation to this specific document, nor does it obligate the District to pay any costs incurred in preparation or submission of a Proposal or in anticipation of a contract.
- B. In consideration of the right to respond to this Request, Respondent, waives any claim, liability or expense whatsoever against the District and its Staff, Commissioners, and agents by reason of any or all of the following: any aspect of this RFQ, the Selection Process or any part thereof, any informalities or defects in the Selection Process, the failure to enter into any agreement, any statements, representations, acts or omissions of the District, the exercise of any discretion set forth or concerning any.

15. GOVERNING LAW

This Request and any agreement resulting from this Request shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. Any dispute arising under this Request or the resulting contract shall be resolved in a court of competent jurisdiction in Kenton County, Kentucky.

16. FEDERAL AND STATE ANTI-DISCRIMINATION REQUIREMENTS

For the purposes of this section, "Contractor" shall mean the successful proposer.

- (1) 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: Employment, upgrading, demotion, 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 in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer 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 it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, 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 the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting

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 non-compliance with the nondiscrimination clauses of this contract or with any of such 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 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 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 may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

17. CONFLICTS OF INTEREST PROHIBITION

By submitting a response, Contractor certifies that it is aware of the prohibition against conflicts of interest, gratuities, and kickbacks in KRS 45A.455, which are set forth herein as follows:

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

- (a) He, or any member of his immediate family has a financial interest therein; or
- (b) A business or organization in which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner, or employee, is a party; or
- (c) Any other person, business, or organization with whom he or any

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

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

(3) It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a Subcontractor under a contract to the prime Contractor or higher tier Subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

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

(5) It shall be a breach of ethical standards for any public employee or former employee knowingly to use confidential information for his actual or anticipated personal gain, or the actual or anticipated personal gain of any other person.

18. PUBLIC INFORMATION NOTICE

1. All Proposals submitted to the District are subject to disclosure under the Kentucky Open Records Act, upon the occurrence of the bid opening. Information provided by Requestor shall be used solely for the purpose of evaluating the Proposal for a possible award. The District retains the right to provide copies to its staff, legal, technical, and financial advisors and representatives. **Respondent should take care not to provide any confidential information, trade secrets, or other intellectual property, that they do not want to be received by District staff or which would be disclosed in response to an open record request.**

2. Alternatively, if Respondents find it necessary to provide proprietary or confidential data in response to this RFQ then Respondents shall specifically identify and label any confidential, proprietary information or trade secrets and provide written justification as to why the disclosure of the records would permit an unfair commercial advantage to the Respondent's competitor.

EXHIBIT 1
NON-COLLUSION AFFIDAVIT

AFFIDAVIT OF PRINCIPAL CONTRACTOR

STATE OF _____ :
SS _____ :
COUNTY OF _____ :

_____, being first duly sworn, deposes and says that
he/she is

(Sole Owner/Partner/President/Secretary/Other Title)

Of _____, who on _____ 20____,
(Name of Submitter) (Date Bid Submitted)

submitted to a proposal as set forth in the attached copy; that all statements of fact in such proposal are true; that such submission was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that such submission is genuine and not collusive or sham; that said submitter has not directly or indirectly, by agreement, communication or conference with anyone attempting to induce action prejudicial to the interests of the public body which is to award the contract, or of any other submitter or anyone else interested in the proposed contract; and further, that prior to the public opening and reading of proposals, said submitter,

(a) did not directly or indirectly, induce or solicit anyone else to submit a false or sham proposal;

(b) did not directly or indirectly, collude, conspire, connive or agree with anyone else that said submitter or anyone else would submit a false or sham proposal, or that anyone should refrain from submitting or withdraw his/her proposal;

(c) did not, in any manner, directly or indirectly, seek by agreement, communication or conference with anyone to raise or fix the proposal price of said submitter or of anyone else, or to raise or fix any overhead, profit or cost element of his proposal price, or that of anyone else;

(d) did not, directly or indirectly, submit his bid price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any individual or group of individuals, except to the awarding authority or to any person or persons who have a partnership or other financial interest with said submitter in his/her business; and

(e) did not include in his/her bid price any fees, dues, charges, or assessments because required to do so by reason of his/her membership in or affiliation with any association, organization, corporation, partnership, company, individual or group of individuals, or because of any agreement or understanding with anyone that he/she would do so.

Date: _____

Name of Organization

Signature

Typed or Printed Name

Title

Subscribed and sworn to before me this _____ day of _____, 2023.

Date: _____

Notary Public

My Commission Expires: _____

Notary ID #: _____

EXHIBIT 2
CAMPAIGN FINANCE AFFIDAVIT

AFFIDAVIT OF PRINCIPAL CONTRACTOR

STATE OF _____ :
SS _____ :
COUNTY OF _____ :

_____, being first duly sworn, deposes and says that
he/she is

(Sole Owner/Partner/President/Secretary/Other Title)

Of _____, who on _____ 20____,
(Name of Submitter) (Date Bid Submitted)

submitted to a proposal as set forth in the attached copy; that submitter has not knowingly violated any provision of the campaign finance laws of the Commonwealth and the award of a contract to the prevailing submitter would not violate any provision of the campaign finance laws of the Commonwealth.

Name of Organization

Date: _____

Signature

Typed or Printed Name

Title

Date: _____

Notary Public

My Commission Expires: _____

Notary ID #: _____