



Boone County Board of Education
8330 U.S. Hwy 42, Florence, Kentucky 41042

INVITATION TO BID

HVAC Filters Bid #:FC012020-002

**BOARD OF EDUCATION OF BOONE COUNTY, KENTUCKY
EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER**

Submission Deadline: Friday, February 14, 2020

1:00 PM local time

Boone County Board of Education
8330 U.S. Hwy 42
Florence, Kentucky 41042

Purchasing Contact:

Mr. Jehan M. Ghouse, Purchasing Administrator

Phone: 859-282-2540

Fax: 859-282-3312

Email: Jehan.ghouse@boone.kyschools.us

*Reference bid title/number in subject line of all emails.

The Board of Education of Boone County, Kentucky (herein after called The Board of Education) will receive sealed bids for the items and/or services listed herein. You are invited to submit a sealed bid, subject to the terms, conditions, instructions and specifications of this invitation to bid. Please read the instructions and specifications carefully. Failure to comply with these instructions may disqualify your bid.

BID DESCRIPTION:

The intent of this Invitation for Bid is to obtain the services of a qualified Vendor to supply and deliver HVAC Air Filters to be used in the Boone County School District. **This is intended to be a one year contract with the option to renew for an additional two annual terms.**

Copies of this solicitation and any issued Addenda may be obtained in the Purchasing Department, at 8330 US Hwy 42, Florence, Kentucky, between 8:00 a.m. and 4:00 p.m., Monday through Friday, or by contacting the Purchasing Administrator indicated, prior to the time and date specified for proposal deadline.

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Attachment 1: Price Proposal Sheet

INSTRUCTIONS

1. **BID SUBMISSION**

- a) Bids must be submitted in a sealed envelope or other sealed container, marked “**HVAC Filters/ Bid # FC012020-002**” in the bottom left hand corner and the name and address of the vendor in the upper left-hand corner.
- b) Upon submittal vendor shall include the following original documents in this order:
- ☐ Signed Proposal Response Cover Sheet
 - ☐ Signed Certification of Compliance with Specifications
 - ☐ Signed Conflict of Interest statement
 - ☐ Signed Prohibition Against Conflicts of Interest, Gratuities, and Kickbacks Statement
 - ☐ Signed/Notarized KDE Non Collusion Affidavit
 - ☐ Submit one (1) signed Pricing Bid Form
 - ☐ Submit one (1) signed Qualification Response Form

- c) **The submission deadline is Friday, February 14, 2020 at 1:00 PM local time; none will be considered thereafter.**

Bids received after the deadline will automatically prevent the reading of your bid and will be returned unopened. We do not accept proposals via Fax or Email. The Board of Education cannot assume the responsibility for any delay as a result of failure of the mail or a courier to deliver bids on time. The opening and reading of a bid does not constitute The Board of Education's acceptance of the Vendor as a responsible and responsive Vendor.

- d) Bids must be delivered to:
Mr. Jehan M. Ghouse, Purchasing Administrator
Boone County Board of Education
8330 U.S. HWY 42
Florence, Kentucky 41042

2. **BID OPENING**

- a) **Time of Opening:** Bids will be opened at 1:15 PM on Friday February 14, 2020, or as soon thereafter as the business of the board of education permits. You are invited to attend the bid opening. No other opportunity to view the bids will be offered.
- b) **Location of Opening:** Bids will be opened and read at the Boone County Board of Education, 8330 U.S. 42, Florence, Kentucky 41042.

3. **BID RECOMMENDATION**

The bid recommendation will be presented to the Boone County Board of Education on Thursday, March 12, 2020. A tabulation sheet will be available upon request to each responding vendor after that date. No information regarding bid recommendations or bid tabulations will be given prior to this date.

**SPECIFICATIONS
HVAC Filters
Bid#: FC012020-002**

A. GENERAL DESCRIPTION OF WORK:

The Company shall supply HVAC filters for all of the Boone County School District's buildings.

B. QUALIFICATIONS:

The company shall be fully qualified and licensed to provide services requested.

C. SERVICE REQUIREMENTS:

1. The contract shall commence on the first calendar day of the month succeeding approval/award of the contract by the Board of Education.
2. All prices should be listed clearly for each filter type and guaranteed for one calendar year from the approval/award of the contract.
3. No additional charges shall apply when adding/changing equipment in district buildings or adding additional locations which will need assessment and/or measured for sizing of filters; this service shall be included in the total bid.
4. The Company shall supply HVAC filters to all of the district's buildings. A list of all district buildings, each buildings filter sizes and their location is attached.
5. All air filters provided under this contract are to be new, first quality, high efficiency, industrial grade air filter that meet the specs set forth by Boone County Schools as listed below and within.
6. Delivery is to be guaranteed to each building and invoicing should occur only after delivery.
7. Filters should be packaged and shipped to each building location. Each filter should be clearly marked by area, size, manufacturer name and direction of flow.
8. Filters are to be shipped with the following information clearly marked on the outside of the box: school/building name, specific location inside of school building, part number, purchase order number, date, contents and size of filters.
 - a. Example of a label: 2 ea. 25 x 122 3-ply links ; PN# 050251607 ; Boone County High School Auditorium
9. Deliveries should take place between the hours of 8:00 A.M. and 4:00 P.M. Monday through Friday.
10. Filter may not be cut down or altered, taped, stapled or otherwise attached together to create the required size and/or thickness. Filters should be linked panels and continuous.

11. Filters will be ordered by the school district on a quarterly basis based on need; quantities ordered each quarter may vary. The school district reserves the right to order at additional times during the year as needed.
12. Boone County Schools will only buy the filter quantities need and will not be required to meet full case or quantity qualifications.
13. Deliveries need to be made to each individual school or building as there is not a central delivery location. All quoted prices must include a delivered price (FOB destination). Boone County Schools will not pay any extra for freight. Filters have to be delivered by the supplier's truck. Boone County School will not accept deliveries made by common carrier or courier services. If requested by Boone County Schools, deliveries will have to be made inside to certain schools or buildings. Supplier will need to deliver to specific locations inside each building f requested.
14. Supplier must have a local warehouse within 60 miles of Florence, KY and be able to stock filters for emergency deliveries.
15. Supplier must have a NAFA certified technician on staff that is trained on filter installation and best practices. The trained person must be a 1 and 2 certified technician according to the National Air Filtration Association (NAFA). Periodic training with Boone County Schools employees is required by the certified technician. Please submit certificates with your bid.

BOONE COUNTY SCHOOLS FILTER SPECS FOR BID

2 – ply panels

Filter media shall be multi-graduated laminate of variable denier synthetic fibers that form two distinctive plies. The filter shall have a MERV value of 6 when tested by an independent test facility according to ASHRAE standard 52.2-1999. The filter shall have an initial resistance of 0.21" w.g. at the recommended airflow of 374 FPM. The filter shall have a recommended final resistance of 1.00" w.g.. Test data is based on a 24 x 24 filter.

3 – ply panels

Filter media shall be multi-graduated laminate of variable denier synthetic fibers that form three distinctive plies. The filter media shall be comprised of a minimum of 32% of recycled materials. Percentage shall be calculated by weight. The filter shall utilize two distinctive tackifiers, both a wet and a dry tack, to maximize filtration. The filter shall have a MERV value of 8 when tested by an independent test facility according to ASHRAE standard 52.2-1999. The filter shall have an initial resistance of 0.46" w.g. at the recommended airflow of 492 FPM. The filter shall have a recommended final resistance of 1.00" w.g.. Test data is based on a 24 x 24 filter.

Pleated Filters

Filters shall be a standard capacity MERV 7 filters with an initial resistance of 0.23" w.g at 500 FPM. Filters shall have a final resistance of 1.00" w.g. Test data is based on a 24 x 24 x 2 filter.

Ultra XV Box filters with Hybrid media

The filter shall have a MERV rating of 13 and must have proven itself in testing utilizing the ASHRAE 52.2 – 2007 Appendix J test method. The filter should show testing for 6 months under UV lighting with no media degradation. The filter shall hold up to UV lighting from 12" away for 6 months. The filters should have a breach or burst strength test that shows the filter can go to 25" w.g. with no air bypass. The filter shall have an initial resistance of 0.27" w.g. at 500 FPM. Final resistance is 1.50" w.g. Test data is based on a 24 x 24 x 12 MERV 13 8 panel filter.

MERV 15 (90- 95%) bag filters

Filter media shall be a lofted meltblown synthetic media adhered to a non woven support backing for strength and durability. The frame shall be a peripheral metal header 13/16" thick constructed of extruded aluminum. The filter shall have a merv 15 value when tested by an independent facility according to ASHRAE standard 52.2-1999. The filter shall have an initial resistance of 0.48" w.g.. at the recommended airflow of 500 FPM for a 24 x 24 x 30 6 pocket sized filter. The filter shall have a recommended final resistance of 1.50" w.g.

MERV 12 (60- 65%) bag filters

Filter media shall be a lofted meltblown synthetic media adhered to a non woven support backing for strength and durability. The frame shall be a peripheral metal header 13/16" thick constructed of extruded aluminum. The filter shall have a merv 12 value when tested by an independent facility according to ASHRAE standard 52.2-1999. The filter shall have an initial resistance of 0.25" w.g.. at the recommended airflow of 500 FPM for a 24 x 24 x 30 8 pocket sized filter. The filter shall have a recommended final resistance of 1.50" w.g.

Filter Description & Size	Estimated Quantity Per Year
24 X 24 3-PLY PANELS	795
14 X 24 2-PLY PANEL	322
18 X 38 2-PLY PANELS	294
14 X 30 2-PLY PANELS	284
24 X 24 X 22 90% SYN-PAC E 8PKT BAGS	76
20 X 25 2-PLY PANELS	259
9-3/4 X 60-1/4 2-PLY PANELS	256
8-7/8 X 61-1/8 2-PLY PANEL	217
24 X 24 X 15 65% SYN-PAC E 8 PKT BAG	60
20 X 20 2-PLY PANEL	203
24 x 24 x 12 merv 13 ; 8 panel ; Ultra XV all plastic frame	186
9-1/2 X 32 2-PLY PANEL	179
18 X 36 2-PLY LINKS	179
20 X 20 3-PLY PANELS	168
20 x 20 x 12 merv 13 ; 8 panel ; Ultra XV all plastic frame	165
24 x 20 x 12 merv 13 ; 8 panel ; Ultra XV all plastic frame	154
12 X 24 X 12 merv 13 ; 8 panel ; Ultra XV all plastic frame	144
16 X 75 3-PLY LINKS	137
16 X 25 2-PLY PANELS	137
16 X 84 3-PLY LINKS	130
20 X 72 3-PLY LINKS	123
18 X 30 3-PLY PANEL	119
9 X 61-1/4 2-PLY PANELS	109
10 X 57 2-PLY PANEL	109
13-3/8 X 65-1/2 2-PLY PANEL	109
16 X 50 2-PLY LINKS	109
20 X 25 3-PLY PANELS	105
16 X 64 3-PLY LINKS	102
24 X 30 2-PLY PANELS	102
9 X 19 2-PLY PANELS	98
20 X 40 2-PLY LINKS	98
20 X 20 X 2 ES40LE PLEAT	98
20 X 24 X 4 PLEATS	98
20 X 80 3-PLY LINKS	95
16 X 16 2-PLY PANELS	95
9-3/4 X 37 2-PLY PANELS	91
9-3/4 X 48-1/4 2-PLY PANELS	91
14 X 20 2-PLY PANEL	88
24 X 24 X 4 ES40LE PLEATS	88

16 X 68 3-PLY LINKS	84
8-3/4 x 61 2-PLY PANELS	84
20 X 25 X 4 PLEATS	84
20 X 20 X 26 65% SYN-PAC E BAG FILTER ; 6 PKT	24
16 X 40 3-PLY LINKS	70
16 X 50 3-PLY LINKS	70
16 X 100 3-PLY LINKS	70
18 X 54 3-PLY LINKS	70
16 X 24 2-PLY PANEL	70
16 X 25 3-PLY PANELS	67
8-7/8 X 19-1/8 2-PLY PANEL	67
18 X 24 3-PLY PANELS	63
16 X 20 X 2 ES40LE PLEAT	63
20 X 90 3-PLY LINKS	56
24 X 84 3-PLY LINKS	56
8 X 24 2-PLY PANELS	56
20 X 75 2-PLY LINKS	56
20 X 30 2-PLY PANELS	56
24 X 80 3-PLY LINKS	53
9 X 21 2-PLY PANELS	53
10-3/4 X 34-1/2 2-PLY PANELS	53
16 X 20 2-PLY PANELS	53
18 X 54 2-PLY LINKS	53
28 X 30 2-PLY PANEL	53
20 X 32 2-PLY PANELS	53
20 X 64 3-PLY LINKS	49
20 X 96 3-PLY LINKS	49
25 X 80 3-PLY LINKS	49
12 X 75 3-PLY LINKS	46
20 X 75 3-PLY LINKS	46
9 X 33-1/2 2-PLY PANELS	46
9 X 61 2-PLY PANELS	46
9 X 61-1/8 2-PLY PANELS	46
16 X 96 3-PLY LINKS	42
20 X 120 3-PLY LINKS	42
24 X 96 3-PLY LINKS	42
25 X 104 3-PLY LINKS	42
9 X 24 2-PLY PANELS	42
25 X 38 2-PLY PANELS	42
5 X 61-1/8 2-PLY PANELS	39
7-3/4 X 57-3/4 2-PLY PANEL	39
13-1/2 X 42 2-PLY PANELS	39
12 X 64 3-PLY LINKS	35

20 X 60 3-PLY LINKS	35
25 X 60 3-PLY LINKS	35
9 X 31 2-PLY PANELS	35
20 X 48 2-PLY LINKS	35
24 X 64 3-PLY LINKS	32
24 X 48 3-PLY LINKS	32
18 X 24 X 26 65% SYN-PAC BAG FILTER ; 6 PKT	9
12 X 72 3-PLY LINK	28
17-1/2 X 25 3-PLY PANEL	28
20 X 45 3-PLY LINKS	28
20 X 48 3-PLY LINKS	28
25 X 32 3-PLY LINKS	28
25 X 48 3-PLY LINKS	28
8-7/8 X 19-1/8 2-PLY PANELS	28
9 X 32-1/2 2-PLY PANELS	28
9 X 19-1/2 2-PLY PANELS	28
15-1/4 X 41-1/2 2-PLY PANELS	28
16 X 16 X 2 PLEATS	28
12 X 48 3-PLY LINKS	25
24 X 90 3-PLY LINKS	25
25 X 75 3-PLY LINK	25
9 X 30 2-PLY PANELS	25
9 X 42-1/2 2-PLY PANEL	25
9 x 33-1/2 2-ply panels	25
13-3/8 X 41-1/2 2-PLY PANEL	25
20 X 50 2-PLY LINKS	25
16 X 108 3-PLY LINKS	21
16 X 60 3-PLY LINKS	21
20 X 105 3-PLY LINKS	21
20 X 128 3-PLY LINK	21
20 X 68 3-PLY LINKS	21
24 X 36 3-PLY LINKS	21
24 X 72 3-PLY LINKS	21
30 X 42 3-PLY LINKS	21
8 X 19-1/2 2-PLY PANEL	21
8-3/4 X 42 2-PLY PANELS	21
9 X 42 2-PLY PANELS	21
9 X 34 2-PLY PANELS	21
10 X 20 2-PLY PANELS	21
11 X 22 2-PLY PANELS	21
19-1/2 X 19-1/2 2-PLY PANELS	21
19-1/2 X 19-1/2 2-PLY PANELS	21
20 X 32 2-PLY PANELS	21

10 X 20 X 1 B/W #7 PAD	21
16 X 25 X 4 PLEATS	21
20 X 25 X 2 ES40LE PLEAT	21
16 X 72 3-PLY LINKS	18
16 X 96 3-PLY LINK	18
21 X 34 3-PLY PANEL	18
21 X 46-1/2 3-PLY PANEL	18
24 X 54 3-PLY LINKS	18
25 X 90 3-PLY LINKS	18
25 X 112 3-PLY LINKS	18
5 X 42-1/4 2-PLY PANELS	18
8-1/4 X 20 2-PLY PANEL	18
8-7/8 X 42-1/8 2-PLY PANELS	18
9 X 21 2-PLY PANELS	18
9 X 42-1/4 2-PLY PANELS	18
20 X 54 3-PLY LINKS	14
20 X 40 3-PLY LINKS	14
20 X 50 3-PLY LINKS	14
24 X 50 3-PLY LINK	14
25 X 40 3-PLY LINK	14
25 X 50 3-PLY LINKS	14
7-1/4 X 19-1/2 2-PLY PANEL	14
8-7/8 X 33-5/8 2-PLY PANELS	14
9 X 45 2-PLY PANEL	14
10-3/4 X 26 2-PLY PANELS	14
14 X 20 2-PLY PANELS	14
20 X 20 X 1 PLEATS	14
12 X 80 3-PLY LINKS	11
24 X 75 3-PLY LINKS	11
28 X 54 3-PLY LINK	11
30 X 40 3-PLY LINKS	11
8 X 28 2-PLY PANELS	11
8 X 34-3/4 2-PLY PANELS	11
9 X 20 2-PLY PANELS	11
9 X 33 2-PLY PANELS	11
9 X 36 2-PLY PANELS	11
9-1/2 X 33-1/2 2-PLY PANELS	11
9-3/4 X 29-1/4 2-PLY PANEL	11
10-3/4 X 26-1/2 2-PLY PANELS	11
11-1/4 X 46 2-PLY PANELS	11
12 X 96 3-PLY LINKS	7
16 X 128 3-PLY LINK	7
16 X 20 3-PLY PANEL	7

16 X 48 3-PLY LINK	7
24 X 108 3-PLY LINKS	7
24 X 60 3-PLY LINKS	7
24 X 168 3-PLY LINKS	7
25 X 54 3-PLY LINKS	7
29 X 30 3-PLY PANELS	7
8 X 19 2-PLY PANELS	7
8 X 20 2-PLY PANELS	7
8 x 44-1/4 2-PLY PANELS	7
8-1/4 X 31-3/4 2-PLY PANEL	7
8-1/2 X 22 2-PLY PANELS	7
8-1/2 X 31 2-PLY PANELS	7
8-3/4 X 19 2-PLY PANELS	7
8-3/4 X 24 2-PLY PANELS	7
8-3/4 X 33-1/2 2-PLY PANELS	7
9-1/2 X 27 2-PLY PANELS	7
9-3/4 X 36-1/4 2-PLY PANELS	7
9-3/4 X 72-1/4 2-PLY PANELS	7
10 X 16 2-PLY PANELS	7
10 X 40 2-PLY PANEL	7
10-1/2 X 19 2-PLY PANELS	7
14 X 66 2-PLY PANELS	7
15-1/2 X 53-1/2 2-PLY PANELS	7
15-1/2 X 54 2-PLY PANELS	7
16 X 40 2-PLY LINK	7
16 X 60 2-PLY LINKS	7
16 X 48 2-PLY LINKS	7
16-1/2 X 23-1/2 2-PLY PANEL	7
17-1/2 X 25 2-PLY PANEL	7
18 X 72 2-PLY LINKS	7
20 X 45 2-PLY LINKS	7
20 X 23 2-PLY PANELS	7
20 X 27 2-PLY PANELS	7
21 X 46 2-PLY PANEL	7
24 X 26 2-PLY PANELS	7
24 X 27 2-PLY PANELS	7
24 X 30 2-PLY PANELS	7
15 X 20 X 2 PLEATS	7
12X24X22 4PKT-90%-SYNP E	7
24 X 24 3-PLY PANEL	7
16 X 64 3-PLY LINKS	7
20 X 64 3-PLY LINKS	7
8-1/4 X 32 2-PLY PANELS	7

9 X 21 3-PLY PANEL	4
12 X 90 3-PLY LINKS	4
12 X 24 3-PLY PANEL	4
20 X 25 3-PLY LINK	4
20 X 60 3-PLY LINKS	4
20 X 80 3-PLY LINKS	4
25 X 45 3-PLY LINKS	4
25 X 80 3-PLY LINKS	4
7 X 42 2-PLY PANEL	4
7-1/2 X 31-1/2 2-PLY PANELS	4
7-1/2 x 45 2-PLY PANEL	4
7-3/4 X 31 2-PLY PANEL	4
8 X 32 2-PLY PANELS	4
8 X 33-1/2 2-PLY PANEL	4
8 X 43-1/2 2-PLY PANELS	4
8-1/4 X 31 2-PLY PANEL	4
8-1/2 X 32 2-PLY PANELS	4
8-7/8 X 19 2-PLY PANEL	4
8-7/8 X 24 2-PLY PANEL	4
8-7/8 X 33-1/2 2-PLY PANELS	4
9 X 25 2-PLY PANEL	4
9 X 27 2-PLY PANEL	4
10 X 28 2-PLY PANEL	4
10 X 32 2-PLY PANEL	4
11 X 46 2-PLY PANEL	4
13-3/8 X 53-1/2 2-PLY PANEL	4
13-3/8 X 78-1/2 2-PLY PANEL	4
14-3/4 X 20 2-PLY PANEL	4
15 X 53-1/2 2-PLY PANELS	4
15-1/4 X 53-1/2 2-PLY PANELS	4
17 X 24 2-PLY PANEL	4
19 X 25-1/2 2-PLY PANELS	4
20 X 80 2-PLY LINK	4
20 X 38 2-PLY PANELS	4
20-3/4 X 29-7/8 2-PLY PANEL	4
24 X 24 2-PLY PANEL	4
27 X 27-1/2 2-PLY PANEL	4
29 X 42 2-PLY PANEL	4
14 X 25 X 2 PLEATS	4
20 X 24 X 1 PLEAT	4

SPECIAL PROVISIONS FOR MATERIAL AND EQUIPMENT

BRAND NAMES

Any specified Items including manufacturer's names and model numbers have been approved by the owner and are to establish a minimum level of quality and standards. Specifications are not limited to just the written data. Other products may be bid provided they meet or exceed the specifications of the preferred product. Bidders must also submit sufficient data and drawings for all Non Specified Products in order for the owner to evaluate the proposed products. Failure to submit sufficient data will result in non-acceptance of the item proposed.

CLEAN UP

During performance and upon completion of work on this project contractor will remove all instruments of service, all excess or unsuitable material, trash, rubbish and debris, and legally dispose of same. Waste containers may not be available on the jobsite and successful bidder shall be responsible for dunnage removal.

DELIVERY REQUIREMENTS:

All items will be delivered and installed at the school/facilities as indicated on an issued purchase order.

NEW AND UNUSED

All materials and equipment shall be new and unused and of the current production year. Bids that are received for other than the current production year or for items and materials that have been previously used and/or refurbished will be rejected.

SAMPLES

For evaluation purposes, samples of non-specified items may be required for evaluation. If requested, samples shall be provided at no charge. Failure to provide the sample will result in non-acceptance of the item proposed. The Board of Education may retain samples until delivery and acceptance of contracted items. Contractor shall remove samples at his expense within (30) days of request by the Board of Education.

SHIPPING CHARGES

All prices shall be quoted freight prepaid, F.O.B. destination.

WARRANTY, Manufacturer

Manufacturer shall fully warrant all materials and equipment furnished under the terms of this contract, against poor and inferior quality. Time is of the essence of this contract. While under warranty, manufacturer shall repair or replace inoperable materials or equipment in a timely manner to minimize the disruption of the Board of Education's operations. **A copy or description of the manufacturer's warranty shall accompany each proposal for the item(s) proposed, detailing the scope and length of the warranty.**

WARRANTY, Successful Bidder

Successful Bidder shall fully warrant all materials and equipment furnished under the terms of this contract, against poor and inferior quality, for a period of not less than one (1) year from date of the final acceptance by the Board of Education. Time is of the essence of this contract. While under warranty, successful Bidder shall repair or replace inoperable materials or equipment in a timely manner to minimize the disruption of the Board of Education's operations.

GENERAL BID TERMS AND CONDITIONS

ACCEPTANCE OF BIDS

The Board of Education reserves the right to accept any bid, to reject any or all bids, to waive any irregularities or informalities in bids received where such acceptance, rejection or waiver is considered to be in its best interest. The Board of Education as one criterion also reserves the right to reject any bid where evidence or information submitted by the bidder does not provide satisfactory proof that the bidder is qualified to carry out the details of the contract.

ADDENDA

Clarifications, modifications, or amendments may be made to this solicitation at the discretion of The Board of Education. Any and all Addenda issued by The Board of Education will be mailed to all parties that have requested a copy of this Invitation to Bid. Copies of any issued Addenda may also be obtained by contacting the Purchasing contact noted on the cover of this Invitation to Bid. It is the responsibility of the Vendor to obtain the available Addenda and acknowledge any issued Addenda on the Bid Form for this solicitation, and further submit the Form as part of the required submittal documents for this solicitation. If any changes are made to this solicitation document by any party other than The Board of Education, the original document in The Board of Education's files takes precedence.

AWARDING OF CONTRACT(S)

Contracts may be awarded to the lowest evaluated bidder, which in the judgment of the Board of Education, meets all specifications and conditions, and subject to all other provisions of this invitation to bid, on a per item basis, or on a total basis; whichever is deemed to be in the best interest of the board of education. The Board of Education reserves the right to award any bid entirely to one vendor or make multiple bid awards as it deems in its best interest.

BIDDER AGREEMENT TO TERMS AND CONDITIONS

Submission of a signed bid will be interpreted to mean Bidder has agreed to all terms and conditions set forth in the pages of this solicitation.

BID DOCUMENTS

Bid forms are provided with this "Invitation to Bid". All proposals must be submitted on the "Bid Form". Any bids received after scheduled time of opening will be returned unopened to the bidder. Each bid must be in a separate sealed envelope with the bid name appearing in the lower left-hand corner of the envelope.

Bids received after the deadline will automatically prevent the reading of your bid and will be returned unopened. **We do not accept proposals via Fax or Email.** The Board of Education cannot assume the responsibility for any delay as a result of failure of the mail or a courier service to deliver bids on time. The opening and reading of a bid does not constitute The Board of Education's acceptance of the Vendor but only that it is of a responsible and responsive Vendor.

All regular bids must be submitted in accordance with specifications on the bid form supplied with this invitation. The submission of a bid on the bid form certifies that the product meets any and all specifications, except as noted on such form. All blanks and information requested are to be completed on the bid form in order to qualify your bid.

- (1) **Signatures:** Bids must be signed by an authorized official of the Vendor. Each signature represents binding commitment upon the Vendor to provide the goods and/or services offered to the Boone County Board of Education if the Vendor is selected for the bid award.
- (2) **No Response:** Businesses that fail to respond to Invitations to Bid or notices of availability on two (2) consecutive occasions of similar items shall be removed from the applicable vendor mailing list.

- (3) **Corrections:** No penciled information will be permitted. Mistakes are to be crossed out and corrections inserted adjacent thereto and initialed by the person signing the bid. Also, corrections made with correction tape or fluids are not permitted.
- (4) **Errors:** No Bid can be corrected or altered or signed after being opened. The Board of Education will not be responsible for errors or omissions on the part of vendors in making up their bids. Any bids received unsigned will be rejected.
- (a) Clerical errors or irregularities are subject to correction only with concurrence with the Purchasing Agent. Unit prices should be listed, extended, and totaled. Should errors exist in the extended price, the unit price will prevail.
- (5) **Clarifications:** For any clarification relative to this Invitation to Bid, contact Mr. Jehan M. Ghouse, Purchasing Administrator, Boone County Board of Education, 8330 U.S. 42, Florence, Kentucky 41042, email: jehan.ghouse@boone.kyschools.us; Telephone (859) 282-2540.

BILLING

The following terms shall be made a part of all transactions where invoices are involved with The Board of Education. Invoices to The Board of Education shall include all applicable information including but not limited to, cost for labor, materials, quantities, delivery charges, equipment rental, trade discounts, totals, overhead, and profit in order that the intent of the invoice is very clear. All invoices must show the board of education's purchase order number, date of delivery, and name of location and list of items or service delivered by item name.

It is imperative that invoices be submitted to The Board of Education in a timely manner. Therefore, invoices shall be submitted to The Board of Education **no later than 45 days** after the services have been performed, the products have been delivered, and/or items have been installed, unless special permission is granted by The Board of Education.

Invoices not submitted within this timeframe will be discounted 10% if received by 60 days after the services have been performed, the products have been delivered, and/or items have been installed. Invoices received after the 60 days will not be acknowledged at all by The Board of Education and will be forfeited by the Vendor, and the Vendor so agrees by accepting the work for The Board of Education.

COOPERATION BETWEEN CONTRACTORS:

The Board of Education reserves the rights to contract for and perform other or additional work on or near the work covered by these specifications. When separate contracts are let within the limits of any one project, each Contractor shall conduct his work so as not to interfere with or hinder the progress or completion of the work being performed by other Contractors. Contractors working on the same project shall cooperate with each other as directed. Each Contractor involved shall assume all liability, financial or otherwise, in connection with his contract and shall protect and save harmless The Board of Education from any and all damages or claims that may arise because of inconvenience, delays, or loss experienced by him because of the presence and operations of other Contractors working within the limits of the same project.

DELIVERY & SHIPPING REQUIREMENTS:

All prices shall be quoted freight prepaid, F.O.B. destination.

EXCUSE FOR NON-PERFORMANCE

The successful Vendor(s) shall be excused from performing hereunder during the time and to the extent that they are prevented from obtaining, delivering or performing in the customary way because of fire, strike, partial or total interruption of, loss or shortage of transportation facilities, lockout, commandeering of raw materials, products, plants or facilities by the government when satisfactory evidence thereof is presented to the other party, providing it is satisfactorily established that the non-performance is not due to the fault or negligence of the party not performing.

FORMATION OF CONTRACT

Vendor's signed bid and The Board of Education's written acceptance shall constitute a binding contract, according to the Terms and Conditions and Specifications set forth in this Invitation to Bid.

HOLD HARMLESS:

Successful Vendor agrees to indemnify, defend, and hold harmless The Board of Education, its governing body, officers, employees, and insurance carriers, individually and collectively, from all losses, claims, suits demands, expenses, subrogation, attorney's fees, or actions of any kind in nature resulting from personal injury to any person (including bodily injury and death), or damage to any property, arising or alleged to have arisen out of Vendor's negligent acts, errors, omissions, or performance of the work to be performed under the terms of the contract if awarded.

INSURANCE REQUIREMENTS

Successful Vendor shall carry and maintain professional liability insurance in addition to insurance to protect itself from claims under Workman's Compensation Act, for claims for damages because of structural damage, or bodily injury, including death, to their employees or third parties, and for other liability normally covered by such insurance, and shall furnish evidence of such insurance to the Board of Education. In addition, successful Vendor shall attempt to maintain continuous professional liability coverage for the project/services period, and for a period of two years following completion of the project/services, if such coverage is reasonably available at commercially affordable premiums. For this purpose of this Agreement, "reasonably available" and "commercially affordable", shall mean that more than half the Vendors practicing in the State are able to obtain such coverage.

K.O.S.H.A. STANDARDS AND HAZARD COMMUNICATION STANDARD 1910.1200

If applicable, all materials and services must meet or exceed K.O.S.H.A. (Kentucky Occupational & Safety Health Act) Standards, and must comply with the Hazard Communications Standard 1910.1200 of the Occupational Safety & Health Administration.

MODEL PROCUREMENT REGULATIONS

The Model Procurement Regulations adopted by the Board of Education shall be deemed incorporated by reference in these specifications as though quoted fully herein. In the event of any conflict between this invitation to bid and the Model Procurement Regulations, the Regulations shall control.

NON-DISCRIMINATION

During the performance of this Contract, the Vendor agrees as follows:

- (1) The Vendor shall not discriminate against any employee, applicant or subcontractor because of age, color, creed, handicap condition, marital or parental status, national origin, race, sex, veteran status, or political opinion or affiliation. The Seller shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their age, color, creed, handicap condition, marital or parental status, national origin, race, sex, veteran status, or political opinion or affiliation. Such action shall include, although not limited to, the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Seller agrees to post in conspicuous places notices setting forth the provisions of this Equal Opportunity clause.
- (2) The Vendor shall in all solicitations and/or advertisements for employees, placed by or on behalf of the Vendor, shall state that all qualified applicants shall receive consideration for employment without regard to age, color, creed, handicap condition, marital or parental status, national origin, race, sex, veteran status, or political opinion or affiliation.

- (3) The Vendor shall cause any subcontractor engaged to perform any services required by this Contract to include this Equal Opportunity clause in all solicitations, advertisement and employment practices it shall perform.

Notice of Preference for Kentucky Residents

A public purpose of the Commonwealth is served by providing preference to Kentucky residents in contracts by public agencies and providing preference to Kentucky residents equalizes the competition with other states that provide preference to their residents.

As used in this provision, "Contract" means any agreement of a public agency, including grants and orders, for the purchase or disposal of supplies, services, construction, or any other item; and "Public agency" has the same meaning as in KRS 61.805.

Prior to a contract being awarded to the lowest responsible and responsive bidder on a contract by a public agency, a resident bidder of the Commonwealth 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.

As used in this provision, a resident bidder is an individual, partnership, association, corporation, or other business entity that, on the date the contract is first advertised or announced as available for bidding: (a) is authorized to transact business in the Commonwealth; and (b) has for one (1) year prior to and through the date of the advertisement, filed Kentucky corporate income taxes, made payments to the Kentucky unemployment insurance fund established in KRS 341.490, and maintained a Kentucky workers' compensation policy in effect.

A nonresident bidder is an individual, partnership, association, corporation, or other business entity that does not meet the requirements of subsection (2) of this section.

If a procurement determination results in a tie between a resident bidder and a nonresident bidder, preference shall be given to the resident bidder.

This section shall apply to all contracts funded or controlled in whole or in part by a public agency.

The Finance and Administration Cabinet shall maintain a list of states that give to or require a preference for their own resident bidders, including details of the preference given to such bidders to be used by public agencies in determining resident bidder preferences. The cabinet shall also promulgate administrative regulations in accordance with KRS Chapter 13A establishing the procedure by which the preferences required by this section shall be given.

The preference for resident bidders shall not be given if the preference conflicts with federal law.

OR EQUAL CLAUSE

Whenever, in any of the contract documents, an article, materials or equipment is described by use of a proprietary product or by using the name of a manufacturer or vendor, the term "or equal", if not inserted, is implied.

The use of a specific article or manufacturer's name shall be construed as indicating the type of equipment, design, general construction, quality and finish. Such use shall not be construed as limiting or excluding any manufacturer's product of comparable quality, design and efficiency.

PAYMENT TERMS

All payments will be made off of original invoices only and require approval by the Boone County Board of Education prior to disbursement. The Board meets regularly on the second Thursday of each month. Payment terms are **Net 45 days from receipt of invoice**. Failure to accept these terms will affect a vendor's eligibility under this bid.

PENALTIES

In case of default by the Vendor, The Board of Education may procure the articles or services from other sources and may deduct from any unpaid balance due the vendor the amount of the excess cost so paid, and the price paid shall be considered the prevailing market price at the time such purchase is made.

PERFORMANCE BOND

The Board of Education reserves the right to determine the ability of any bidder to perform the work, and any bidder shall, upon request, furnish such information as may be necessary to determine such ability, including performance bond, if requested.

PRICES

All prices quoted by the various bidders must be firm for a maximum period of **sixty (60) days** to allow bid acceptance by The Board of Education. If awarded the contract, the prices will then be firm for the time period indicated under "Period of Contract".

All prices and quotations must be in ink or typewritten. No pencil figures will be permitted. Mistakes are to be crossed out and corrections inserted adjacent thereto and initialed by the person signing the bid. Also, corrections made with correction tape or fluids are not accepted. Quote on each item separately. Prices must be stated in units specified herein.

Bids that have clerical errors or irregularities are subject to correction only with concurrence with the Purchasing Agent. Unit prices should be listed, extended, and totaled. Should errors exist in the extended price, the unit price will prevail.

RESULTS

Tabulations will be made by the Purchasing Department and made available to each qualified bidder upon request after The Board of Education has taken official action. The Board of Education meetings are normally held on the second Thursday of each month. Bidders are requested not to call the Purchasing Office for a tabulation of the bids before the Board has taken official action.

SPECIFICATIONS

Specifications are attached and are a part of this proposal. All material or services furnished must be in conformity with the specifications and will be subject to inspection and approval of the Board of Education after delivery. The right is reserved to reject and return at the risk and expense of the vendor, any item which may be defective or fail to comply with these specifications.

It is important that each vendor submitting a bid follow carefully the specifications detailed herewith. The bidder is instructed to complete all blanks and spaces where information concerning any item is requested. Only items meeting the requirements are to be quoted on the regular bid form.

The Board of Education reserves the right to waive compliance of any material or services with any particular specification where such waiver is considered to be in its best interest, including but not limited to cases where such waiver is necessary due to technical errors or inconsistencies in the preparation of such specifications.

VENDOR INFORMATION

To assist with the analysis of vendors and their respective proposals, the Board of Education may request vendor to submit current and historical financial performance reports. The Board of Education may also choose to audit the vendor's facilities as part of this process.

TAXES

The Federal Excise Tax and the Kentucky Sales and Use Tax are not to be imposed as The Board of Education will furnish the successful bidder with proper tax exemption certificates upon request.

TECHNICAL SPECIFICATIONS

Technical specifications are attached for various items to indicate quality of merchandise requested and not to restrict bids on equal or better quality items. Low prices will not be the only criterion for awarding bids, as each item shall be subject to evaluation and/or usage test prior to the awarding of the bids and for the duration of the contract on any item. Quality will be given prime consideration in awarding contracts.

TERMS OF THE OFFER

The Board of Education's acceptance of Vendor's offer will be limited to the terms herein unless otherwise expressly agreed in writing by the Agency. Bids offering terms other than those shown herein will be declared non-responsive and will not be considered.

WITHDRAWAL

Bidders' authorized representatives may withdraw bids only by written request received by the Purchasing Agent before the Bid Submittal Deadline. After that time, Bidders may not withdraw their bids for a period of ninety- (90) days from the Bid Submittal Deadline. At no time may the successful Bidder(s) withdraw his bid.

TERMINATION:

Either party may cancel this Agreement for any reason and without any liability therefore, upon giving the Vendor ***thirty (30) days prior written notice***. Such notice shall be sent to the last known address of the Vendor. The Board of Education may terminate this Agreement at any time for any reason with or without cause; however, in the event The Board of Education elects to terminate this Agreement, Vendor shall be entitled to compensation for services provided up to the point of termination.

BID RESPONSE COVER SHEET

HVAC Filters
Bid #: FC012020-002

To: Boone County Board of Education
8330 US Highway 42
Florence, Kentucky 41042

The undersigned, having carefully read and considered the Invitation to Bid to provide HVAC Filters for The Boone County Board of Education, does hereby offer to perform such services on behalf of The Board of Education, in the manner described and subject to the terms and conditions set forth in the attached bid.

Company Name: _____

Mark Appropriately:

Doing business as: ☐ an individual ☐ a partnership ☐ a corporation ☐ a limited liability company, duly organized under the laws of the State of _____.

BY: _____
(Signature of authorized representative) (Please Print or Type Name)

OFFICIAL TITLE: _____

PRINCIPAL OFFICE INFORMATION:

Address _____

Telephone: _____ FAX: _____

Email Address: _____
|

**CERTIFICATION OF COMPLIANCE WITH SPECIFICATIONS FOR
HVAC Filters
BID#: FC012020-002**

Certification of Compliance with Specifications:

In compliance with the INVITATION TO BID, and subject to all the conditions thereof, the undersigned hereby certifies to the Boone County Board of Education that all items and/or services included in the bid shall be in compliance with all requirements and technical specifications included in this invitation to bid, except as noted below:

EXCEPTIONS:

|

NAME OF COMPANY _____

BY _____ **OFFICIAL TITLE** _____
(SIGNATURE)

PLEASE PRINT NAME: _____ **DATE** _____

|

**CONFLICT OF INTEREST
BID # FC012020-002**

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 therefore, in which to his knowledge:

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

It is a violation of Kentucky Law for any board member or employee with procurement authority, or a member of their immediate family, to have a pecuniary interest either directly or indirectly in an amount exceeding \$25.00 per year in any purchase of goods or services by the Board of Education or any school thereof. Violation of this provision subjects the board member or employee to forfeiture of their position and/or employment with the school system.

I, hereby, certify that no member of my immediate family is an employee with procurement authority or board member of the Boone County Board of Education.

NAME OF COMPANY_____

BY _____ **OFFICIAL TITLE** _____
(SIGNATURE)

PLEASE PRINT NAME: _____ **DATE** _____

References: KRS 156.480
OAG 80-32
Model Procurement Code 45A.455

**"PROHIBITION AGAINST CONFLICTS OF INTEREST,
GRATUITIES AND KICKBACKS"
BID # FC012020-002**

ANY EMPLOYEE OR ANY OFFICIAL OF THE BOARD OF EDUCATION OF BOONE COUNTY, KENTUCKY, ELECTIVE OR APPOINTIVE, WHO SHALL TAKE, RECEIVE, OR OFFER TO TAKE OR RECEIVE, EITHER DIRECTLY OR INDIRECTLY, ANY REBATE, PERCENTAGE OF CONTRACT, MONEY, OR OTHER THINGS OF VALUE, AS AN INDUCEMENT OR INTENDED INDUCEMENT, IN THE PROCUREMENT OF BUSINESS, OR THE GIVING OF BUSINESS, FOR OR TO, OR FROM, ANY PERSON, PARTNERSHIP, FIRM OR CORPORATION, OFFERING, BIDDING FOR, OR IN OPEN MARKET SEEKING TO MAKE SALES TO THE BOARD OF EDUCATION OF BOONE COUNTY, KENTUCKY, SHALL BE DEEMED GUILTY OF A FELONY AND UPON CONVICTION SUCH PERSON OR PERSONS SHALL BE PUNISHED BY A FINE NOT TO EXCEED FIVE THOUSAND DOLLARS (\$5,000) OR BY IMPRISONMENT IN THE PENITENTIARY FOR NOT LESS THAN ONE (1) YEAR NO MORE THAN TEN (10) YEARS, OR BOTH SO FINED AND IMPRISONED IN THE DISCRETION OF THE JURY.

EVERY PERSON, FIRM, OR CORPORATION TO MAKE, OR PAY, OR GIVE, ANY REBATE, PERCENTAGE OF CONTRACT, MONEY OR ANY OTHER THING OF VALUE, AS AN INDUCEMENT OR INTENDED INDUCEMENT, IN THE PROCUREMENT OF BUSINESS, OR THE GIVING OF BUSINESS, TO ANY EMPLOYEE OR TO ANY OFFICIAL OF THE BOARD OF EDUCATION OF BOONE COUNTY, KENTUCKY, ELECTIVE OR APPOINTIVE, IN HIS EFFORTS TO BID FOR, OR OFFER FOR SALE, OR TO SEEK IN THE OPEN MARKET, SHALL BE DEEMED GUILTY OF A FELONY AND SHALL BE PUNISHED BY A FINE NOT TO EXCEED FIVE THOUSAND DOLLARS (\$5,000) OR BY IMPRISONMENT IN THE PENITENTIARY FOR NOT LESS THAN ONE (1) YEAR NOR MORE THAN TEN (10) YEARS, OR BOTH SO FINED AND IMPRISONED IN THE DISCRETION OF THE JURY.

NOTE: IT IS A MISDEMEANOR NOT TO HAVE THIS PROHIBITION ON EVERY SOLICITATION OR CONTRACT DOCUMENT. THE PENALTY IS A \$5,000 FINE OR ONE (1) YEAR IMPRISONMENT OR BOTH ON CONVICTION.

**I, hereby, certify that I have read and understand the above
"Prohibition against Conflicts of Interest, Gratuities and Kickbacks."**

NAME OF COMPANY_____

BY_____ **OFFICIAL TITLE**_____
(SIGNATURE)

PLEASE PRINT NAME: _____ **DATE**_____

The undersigned agent, being duly sworn, states that neither he/she nor his/her firm has any relationship (financial or through kinship) to:

- ☐ Any school board member or the superintendent;
- ☐ Any or all prime contractors or material suppliers when using the construction management method of construction.

The undersigned further states that he/she has not entered into any agreement or collusion with any person relative to the price bid by anyone nor has he/she attempted to induce anyone to refrain from bidding.

Explain below any kinship or financial relationship you may have to any parties as mentioned above on this project.

This affidavit is subject to KRS 45A.455 prohibition against conflict of interest, and gratuities and kickbacks.

Name Title

Name of Company

Subscribed and Sworn to Me this

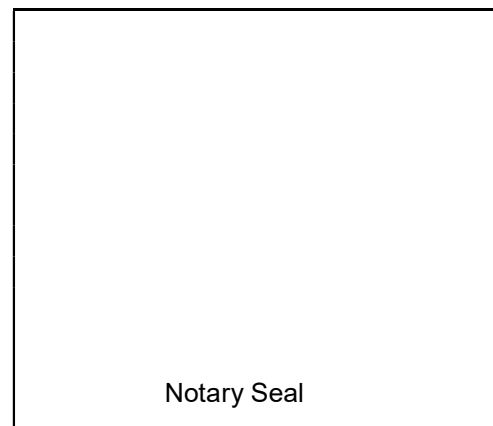
_____ day of _____,

20_____.

Notary Signature

My Commission expires:

_____, 20_____.



PRICE RESPONSE SHEET

HVAC Filters Bid #: FC012020-2

Submit pricing on Attachment 1 (Price Proposal Sheet). A signature is required on Attachment 1.

Such price shall be used by The Board of Education for contractor selection and shall be the price in the resulting agreement. Subject to any other total project limits set forth in this Agreement, Contractor shall be entitled to invoice The Board of Education at the prices set forth below.

NAME OF COMPANY _____

BY _____ OFFICIAL TITLE _____
(SIGNATURE)

PLEASE PRINT NAME: _____ DATE _____

QUALIFICATIONS
BID#: FC012020-2

Instruction for Bidders:

Please respond to the following survey questions. Such responses shall be used by The Board of Education for Vendor selection and shall be maintained throughout the resulting agreement. Please attach additional pages if necessary.

1. How many years have you been engaged in the supplying and delivery of HVAC Filters, under your present name; also state names and dates of previous firm names, if any.

2. In the last five years, has Contractor ever been terminated from a contract or project?

____(no)____(yes). If so, where and why?

3. In the last five years, has Contractor ever been a party to litigation related to the quality or timeliness of Contractor's work?

____(no)____(yes). If so, where and why?

4. Provide the following information on two (2) contracts of comparable nature in the past three (3) years:

#1:

Name of Customer	
Location by city and state	
Brief Description of Services	
Construction cost & year complete	
Contact name, address & number	

#2:

Name of Customer	
Location by city and state	
Brief Description of Services	
Construction cost & year complete	
Contact name, address & number	

NAME OF COMPANY _____

BY _____ **OFFICIAL TITLE** _____
(SIGNATURE)

PLEASE PRINT NAME: _____ **DATE** _____